

Appendix 2-B

Local Agency Consultation and Outreach

Correspondence

Hoffman Falls Wind Project

Case No. 23-00038

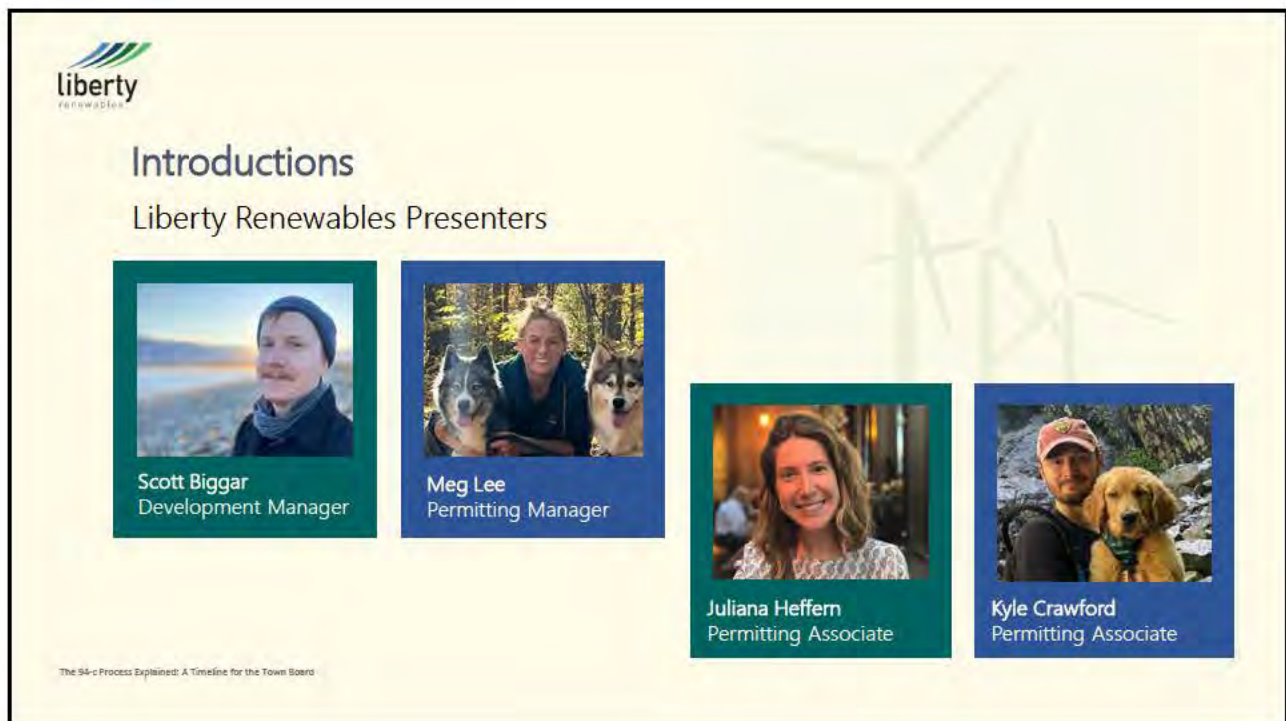
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Preliminary Project Presentations and Local Law Letters to Town Boards



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The Beginning of 94-c

New York's ambitious renewable energy siting law

In **April 2020**, the Accelerated Renewable Energy Growth and Community Benefit Act was passed, adding Section 94-c to the Executive Law, titled Major Renewable Energy Development

Section 94-c

- Established an expedited review process with uniform permit standards for New York State renewable energy projects, replacing the procedures in Article 10 of the Public Service Law
- Created the **Office of Renewable Energy Siting (ORES)**, the nation's first state office focused on siting large-scale renewable energy generating facilities

The 94-c Process Explained: A Timeline for the Town Board

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The Office of Renewable Energy Siting (ORES)

Consolidates the environmental review and permitting of major renewable energy facilities in NY State into a single forum designed to:



The 94-c Process Explained: A Timeline for the Town Board

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liberty
renewables

There are also clear public notice procedures and opportunities for local participation

Executive Law §94-c and the Office's regulations at 19 NYCRR Part 900 require all applicants to provide:

1. Public **notice** of applications
2. Public **access** to application materials
3. Opportunities for **participation** in the 94-c review process

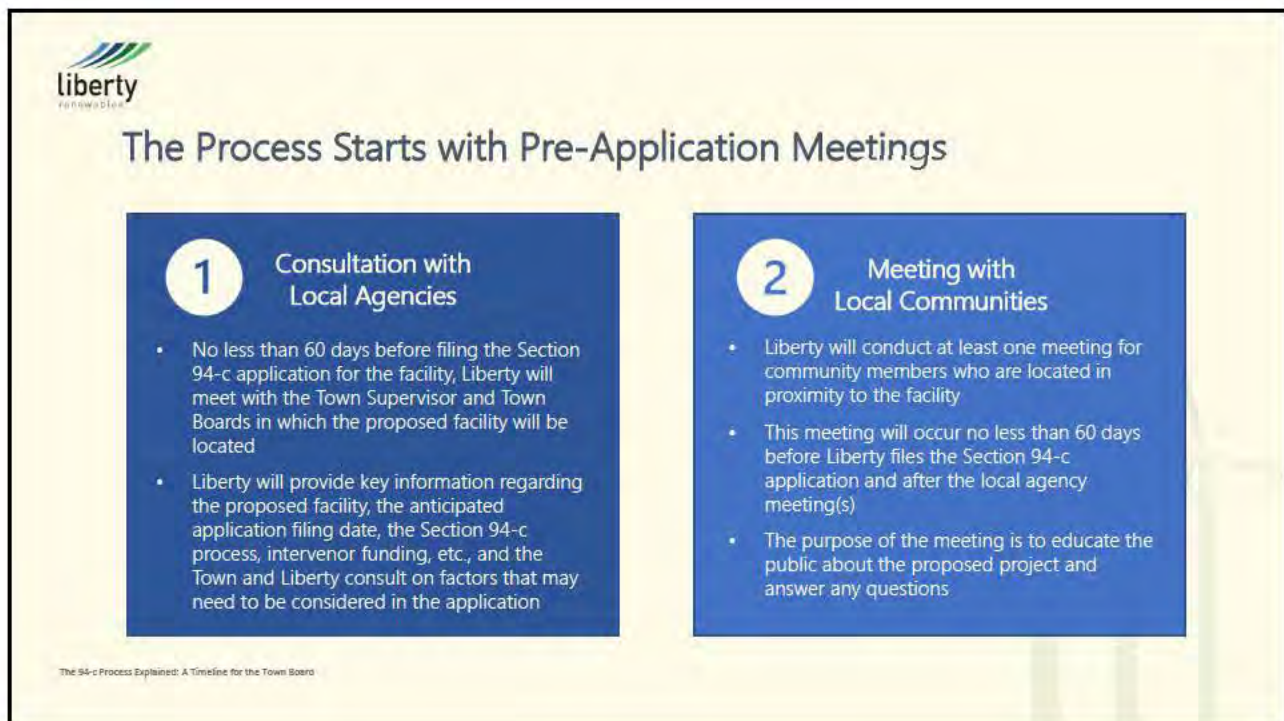
These laws also provide **significant funding** for Local Agencies and eligible Potential Community Intervenor to ensure participation

The 94-c Process Explained: A Timeline for the Town Board

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Additional Notice Requirements

In addition to any information shared during the pre-application meetings, at least 60 days prior to the filing of the Section 94-c application, Liberty is required to provide notice of the application filing date to ORES and all local agencies in attendance at the pre-application meetings.

Liberty also posts all public application materials:

1. On the [website \(liberty-renewables.com/\)](http://liberty-renewables.com/)
2. With the library serving the district of each member of the State Legislature in whose district any portion of the proposed facility is to be located

Written notice of the application filing is also given to:

1. All persons residing **within five miles** of the proposed facility
2. Each member of the State Legislature in whose district any portion of the proposed facility is to be located

The 94-c Process Explained: A Timeline for the Town Board

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Notice of Local Agency Account Funds ("Intervenor Funding")

To encourage early and effective local involvement in project development and 94-c permitting, Applicants, like Liberty, supply intervenor funding equal to **\$1,000 per MW**, paid into a local agency account hosted by NYSERDA

Municipalities or other potential community intervenors are required to submit a request for initial funding to ORES **within 30 days of the date of Liberty's Section 94-c application filing.**

The 94-c Process Explained: A Timeline for the Town Board

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Who is eligible for intervenor funding?

- **Local Agencies**
 - Any local agency, board, district, commission or governing body, including municipalities, and other political subdivision of the state
- **Potential Community Intervenor**
 - **Any person** residing within a municipality within which a major renewable electric generating facility is proposed, or residing outside the municipality within which the facility is proposed, but within 5 miles of a proposed wind facility
 - Or **any non-profit organization** that can demonstrate a concrete and localized interest that may be affected by a proposed facility and that such interest has a significant nexus to their mission.
 - The term **"residing"** includes any resident or owner of property within the geographical limitations described above

ORES will reserve **at least 75% of the funds** for potential awards to Local Agencies, including funding for the preparation of the required statement of compliance with local laws and regulations.

The 34-c Process Explained: A Timeline for the Town Board

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What can intervenor funding be used for?

Funding may be used by eligible intervenors to support participation in various stages of the ORES review process, namely during:

1. The 60-day public comment period
2. Or any necessary adjudicatory hearings

Common examples of funding applications:

- Fees for expert witnesses or consultants
- Administrative costs (such as document preparation and duplication)
- Legal fees
- Other costs associated with preparing the **required statement of compliance** with local laws and regulations



The 34-c Process Explained: A Timeline for the Town Board

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Overall, intervenor funds must:


- Contribute to a complete record leading to an informed permit decision as to the appropriateness of the site and the facility
- Help determine whether a proposed facility is designed to be sited, constructed, and operated in compliance with applicable local laws and regulations

Note: Local agencies and potential community intervenors are encouraged to consider the consolidation of requests with similar funding proposals

Within **30 days** of the deadline for funding requests, the ORES-assigned Administrative Law Judges (ALJs) will award funds to local agencies and potential community intervenors whose requests comply with **11 requirements** enumerated in the regulations (Appendix A). Awards are made in the discretion of the ALJs.


The S4-c Process Explained: A Timeline for the Town Board

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Each request for funds shall be completed on an ORES-approved form.


Visit the ORES Resources webpage (<https://ores.ny.gov/resources>) and scroll down to "Local Agency Account Funds" for applicable forms and documentation.



LOCAL AGENCY ACCOUNT FUNDS		
REQUEST FOR LOCAL AGENCY ACCOUNT FUNDING	AWARDEE PAYMENT INFORMATION AND SUBSTITUTE FORM W-9	STANDARD VOUCHER

Submit requests by first class mail to: Office of Renewable Energy Siting (ORES) c/o: OGS Mailroom, Empire State Plaza, P-1 South, J Dock, Albany, N.Y. 12242, or electronically via e-mail to general@ores.ny.gov

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Further Information & ORES Resources

- Webinar Slides: "New Renewable Energy Siting Process Webinar"
 - <https://ores.ny.gov/system/files/documents/2020/07/2020-04-29-ores-webinar.pdf>
- Regulations Implementing Section 94-c of the Executive Law
 - <https://ores.ny.gov/system/files/documents/2021/03/chapter-xviii-title-19-of-nycrr-part-900-subparts-900-1-through-900-15.pdf>
- ORES Government Transparency Initiative: Section 94-c of the NYS Executive Law and 19 NYCRR Part 900
 - <https://ores.ny.gov/system/files/documents/2021/11/ores-government-transparency-initiative-10-20-2021.pdf>

The 94-c Process Explained: A Timeline for the Town Board

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Questions?

CONTACT

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	Juliana Heffern Permitting Associate E: jheffern@liberty-renewables.com T: (917) 203-8290
	Kyle Crawford Permitting Associate E: kcrawford@liberty-renewables.com T: (607) 316 4506

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Appendix A: Intervenor Requirements

1. A statement that the facility falls within the local agency's jurisdiction or that a permit or approval from the local agency would have been required in the absence of Section 94-c of the Executive Law;
2. For potential community intervenors, a statement of the number of persons and the nature of the interests the requesting person represents, and proof of residency;
3. For any non-profit organization potential community intervenors, a statement of a concrete and localized interest that may be affected by a proposed facility and that such interest has a significant nexus to its mission;
4. A statement of the availability of funds from the resources of the local agency or potential community intervenor and of the efforts that have been made to obtain such funds;
5. The amount of funds being sought;
6. To the extent possible, the name and qualifications of each expert to be employed, or at a minimum, a statement of the necessary professional qualifications;
7. If known, the name of any other local agency, potential community intervenor or entity who may, or is intending to, employ such expert;
8. A detailed statement of the services to be provided by expert witnesses, consultants, attorneys, or others (and the basis for the fees requested), including hourly fee, wage rate, and expenses, specifying how such services and expenses will contribute to the compilation of a complete record as to the appropriateness of the site and facility;
9. If a study is to be performed, a description of the purpose, methodology and timing of the study, including a statement of the rationale supporting the methodology and timing proposed, including a detailed justification for any proposed methodology that is new or original explaining why pre-existing methodologies are insufficient or inappropriate;
10. A copy of any contract or agreement or proposed contract or agreement with each expert witness, consultant or other person; and
11. A completed authorization form for electronic Automated Clearing House payment, or payment instructions for payments by check.

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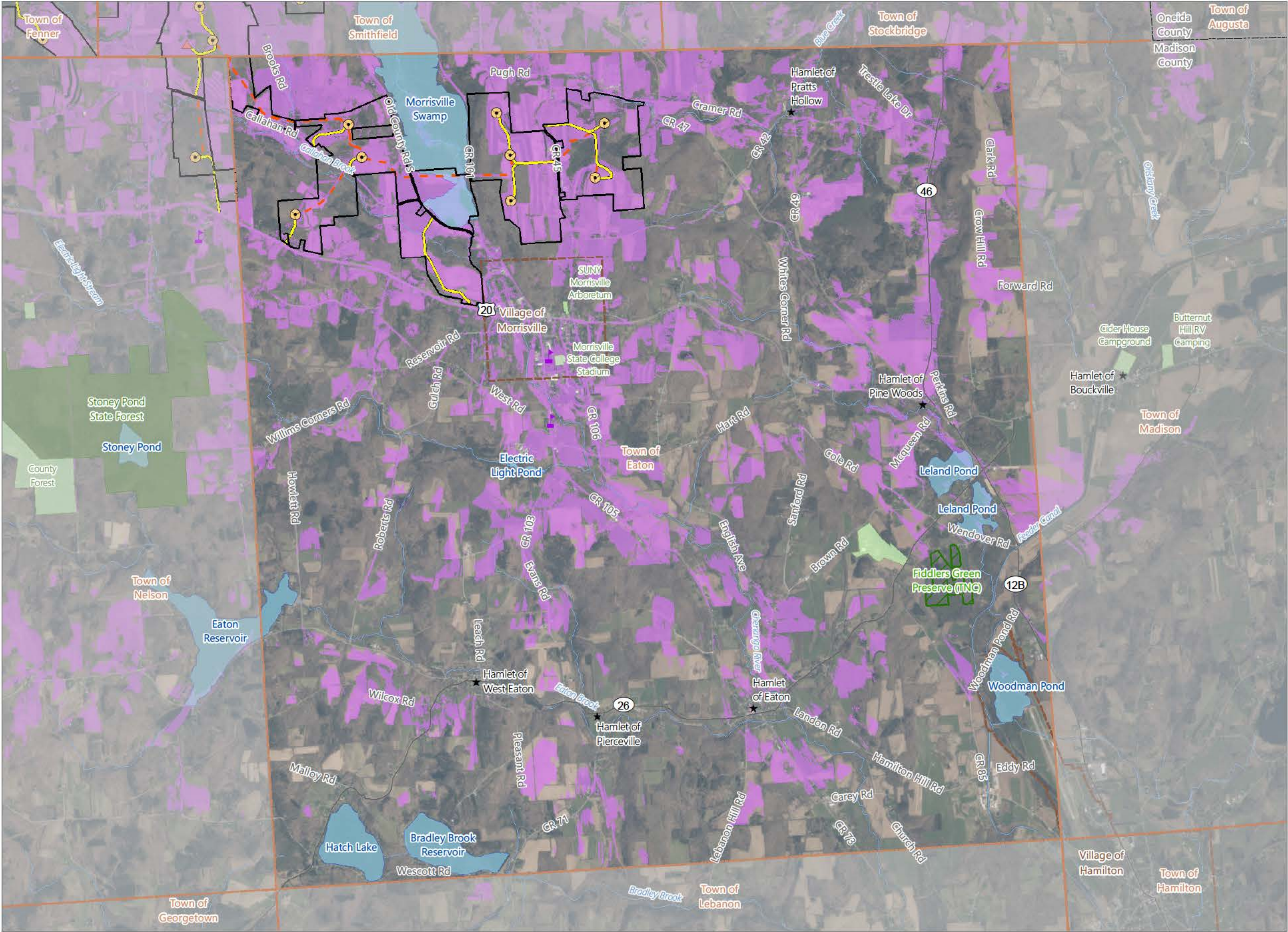


Appendix B: Major Terms and Definitions

Term	Definition
Municipality	A county, city, town or village.
Local agency	Any local agency, board, district, commission or governing body, including municipalities, and other political subdivision of the state.
Chief Executive Officer	The executive of a county elected or appointed on a county-wide basis or, if there be none, the chairman of the board of supervisors of legislature; for a city, the mayor; for a village, the mayor; and for a town, the supervisor; or the highest elected or appointed official therein.
Local agency account	Account established by ORES and maintained by the NYSERDA pursuant to Section 94-c of the Executive Law for local agencies and potential community intervenors which meet the eligibility and procedural requirements to participate in public comment periods or hearings.
Potential community intervenor	Any person residing within a municipality within which a major renewable electric generating facility is proposed or residing outside the municipality within which the facility is proposed, but within five (5) miles of a proposed wind facility (as defined in subdivision (ca) of this section) or any non-profit organization that can demonstrate a concrete and localized interest that may be affected by a proposed facility and that such interest has a significant nexus to their mission. For the purposes of this definition, the term "residing" shall include any resident or owner of property within the geographical limitations described above.
Community intervenor	A potential community intervenor (as defined earlier) who has been granted party status.
Party	Any person granted full party status or <i>amicus status</i> in the adjudicatory portion of the hearing according to the procedures and standards set forth.
Administrative law judge (ALJ)	The designated representative authorized by the Executive Director of ORES to conduct hearings

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Preliminary Facility Layout and Viewshed within Town of Eaton

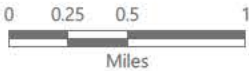


Hoffman Falls Wind Project

Town of Eaton, Madison County, New York

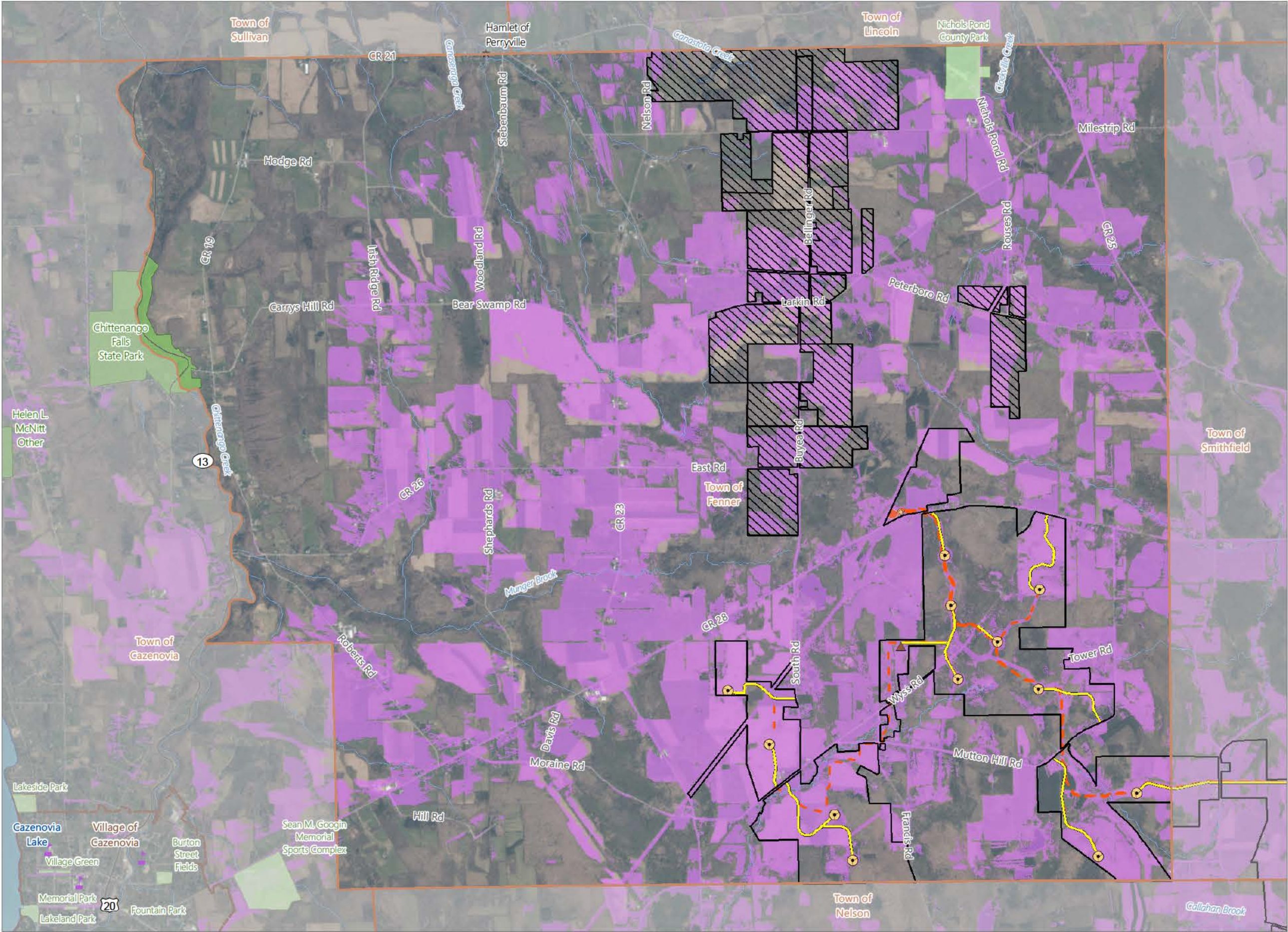
- ★ Hamlet
- Public School
- State, US, and Interstate Highway
- Publicly Accessible Conservation Land Easement
- Local Park and Recreation Area
- State Forest
- Named Lake, Pond, and Reservoir
- Wind Turbine
- Met Tower
- Access Road
- Collection Line
- Potential Turbine Blade Tip Visibility
- Facility Site
- Village Boundary
- Town Boundary
- County Boundary

Potential turbine blade tip viewshed visibility is based on the screening effects of topography, vegetation, and structures as represented in 2019 FEMA, 2016/17 FEMA, and 2015 NYSGPO lidar data and a maximum blade tip height of 677.5 feet.



Prepared September 11, 2023
Basemap: NYS DOP "2022" orthoimagery map service

Preliminary Facility Layout and Viewshed within Town of Fenner



Hoffman Falls Wind Project

Town of Fenner, Madison County,
New York

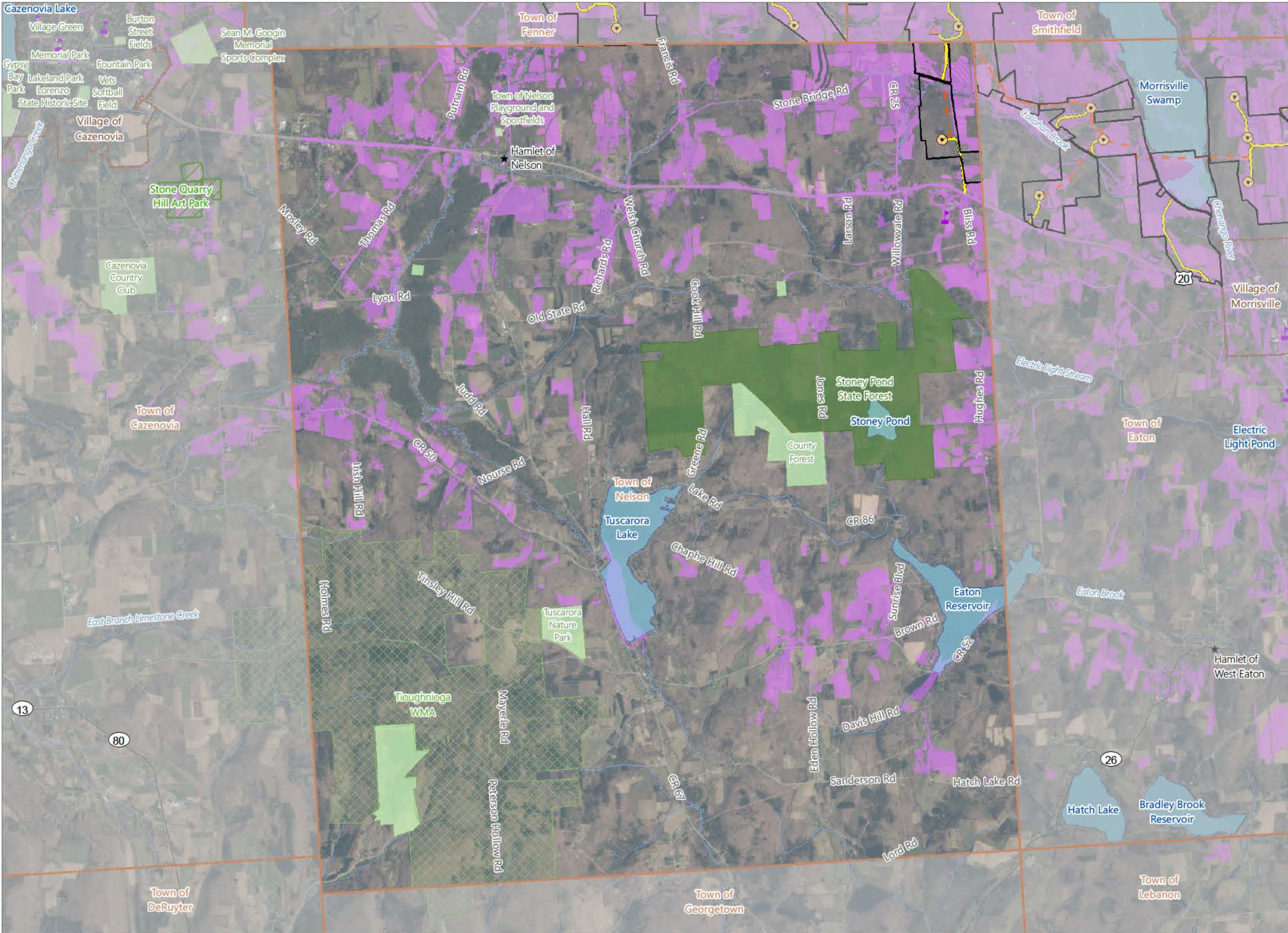
- ★ Hamlet
- Public School
- State, US, and Interstate Highway
- Local Park and Recreation Area
- State Park
- Named Lake, Pond, and Reservoir
- Fenner Wind Power Project
- Wind Turbine
- ADLS Tower
- Access Road
- Collection Line
- Collection Substation
- POI Substation
- Potential Turbine Blade Tip Visibility
- Facility Site
- Village Boundary
- Town Boundary
- County Boundary

Potential turbine blade tip viewshed visibility is based on the screening effects of topography, vegetation, and structures as represented in 2019 FEMA, 2016/17 FEMA, and 2015 NYSGPO lidar data and a maximum blade tip height of 677.5 feet.



Prepared September 11, 2023
Basemap: NYS DOP "2022" orthoimagery map service

Preliminary Facility Layout and Viewshed within Town of Nelson



Hoffman Falls Wind Project

Town of Nelson, Madison County, New York

- ★ Hamlet
- Public School
- State, US, and Interstate Highway
- Publicly Accessible Conservation Land Easement
- Wildlife Management Area & Game Refuge
- Local Park and Recreation Area
- State Forest
- Named Lake, Pond, and Reservoir
- Wind Turbine
- Met Tower
- Access Road
- Collection Line
- Potential Turbine Blade Tip Visibility
- Facility Site
- Village Boundary
- Town Boundary
- County Boundary

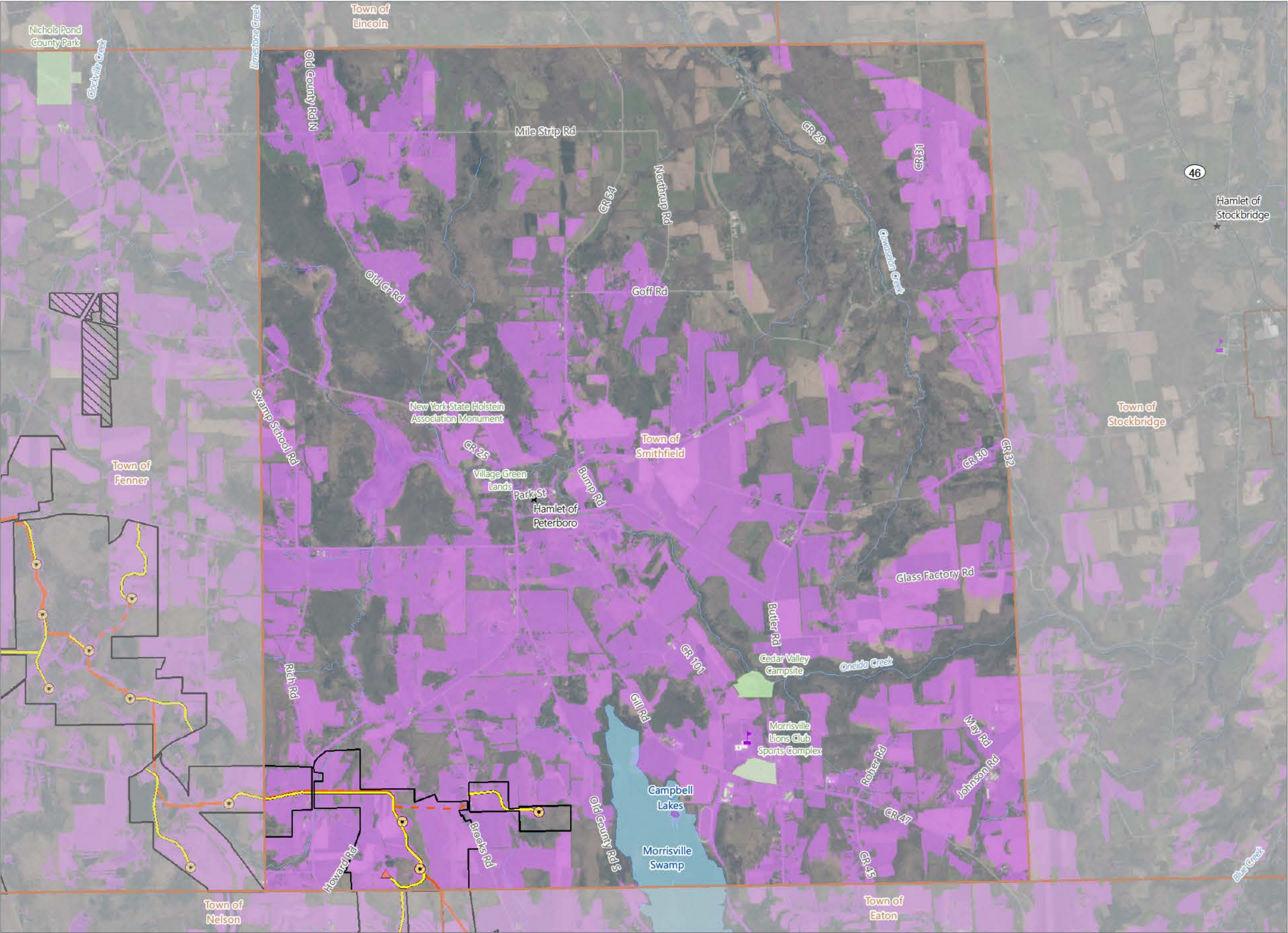
Potential turbine blade tip viewshed visibility is based on the screening effects of topography, vegetation, and structures as represented in 2019 FEMA, 2016/17 FEMA, and 2015 NYSGPO lidar data and a maximum blade tip height of 677.5 feet.



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Prepared September 11, 2023
Basemap: NYSODP "2022" orthoimagery map service

Preliminary Facility Layout and Viewshed within Town of Smithfield

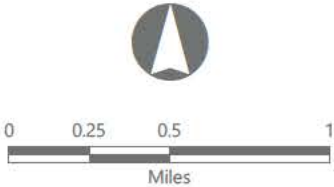


Hoffman Falls Wind Project

Town of Smithfield, Madison County,
New York

- ★ Hamlet
- Public School
- State, US, and Interstate Highway
- Local Park and Recreation Area
- Named Lake, Pond, and Reservoir
- Fenner Wind Power Project
- Wind Turbine
- Met Tower
- Access Road
- Collection Line
- Potential Turbine Blade Tip Visibility
- Facility Site
- Village Boundary
- Town Boundary
- County Boundary

Potential turbine blade tip viewshed visibility is based on the screening effects of topography, vegetation, and structures as represented in 2019 FEMA, 2016/17 FEMA, and 2015 NYSGPO lidar data and a maximum blade tip height of 677.5 feet.



Prepared September 11, 2023
Basemap: NYS DOP "2022" orthoimagery map service

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September 12, 2023

Town of Eaton
Town Board
35 Cedar Street
P.O. Box 66
Morrisville, NY 13408

Re: Hoffman Falls Wind Project, Local Law Consultations

Dear Town Board,

Liberty Renewables, Inc. ("Liberty" or "Applicant") is proposing to construct and operate the Hoffman Falls Wind Project ("Facility" or "Project") an approximately 100-megawatt ("MW") wind powered electric generating facility in the Towns of Fenner, Nelson, Eaton, and Smithfield in Madison, County, New York. The proposed Facility will include the installation and operation of up to 24 wind turbines (8 in the Town of Eaton), together with the associated electrical collection lines (below ground), access roads, meteorological tower, aircraft detection light systems ("ADLS"), operation and maintenance ("O&M") facility, and collector substation. Liberty will also construct a new point of interconnect ("POI") substation and 115-kV high-voltage loop-in and loop-out transmission lines ("Interconnection Facilities") adjacent to its collector substation. Upon completion, the ownership of these Interconnection Facilities will be transferred to National Grid.

The Facility is consistent with recent State policy encouraging the development of clean energy and renewable resources as a tool in combating climate change, curbing harmful air pollution, and greening New York State's economy. The Facility will also provide an economic stimulus to the area during construction by providing jobs and local contracts for goods and services. During operation, the Facility will offer long-term highly skilled operational positions and significant long-term economic benefits through lease revenue to local landowners and property tax revenue to the community.

In April 2020, New York passed the Accelerated Renewable Energy Growth and Community Benefit Act (the “Act”). The Act is intended to assist New York State in achieving the renewable energy production and greenhouse gas emission reduction goals of the 2019 Climate Leadership and Community Protection Act (“CLCPA”) by creating the Office of Renewable Energy Siting (“ORES” or the “Office”) and establishing an expedited process for reviewing renewable energy projects to replace the Article 10 process (“Section 94-c” or “94-c”).

Section 94-c expressly preempts local procedural requirements, such as permits and approvals which would otherwise be required by the host municipalities for construction and operation of the Facility (i.e., site plan, special use permit or variance approvals). However, local substantive requirements (i.e., setbacks, height limits, and sound limits) will still be applied to the Facility by the Office unless it elects to not apply the requirements because it finds them to be unreasonably burdensome in view of the CLCPA targets or inconsistent with the requirements of 19 NYCRR 900.6, the State’s uniform standards and conditions for renewable energy projects.

94-c requires that Liberty consult with local municipalities to determine what local substantive requirements apply to the Facility and whether design changes to the Facility can obviate the need to request the Office elect to not apply those requirements.

As we understand, the Town Board is considering repealing its current Wind Energy Facilities Law, which was passed in 2011 (Local Law #1 of 2011) and replacing that law with a new wind law. It is important that the wind siting standards imposed in the new law consider the impact of these standards on project siting throughout the Town as well as the context of the local law considering the state siting and permitting authority under Section 94-c. Standards that unnecessarily restrict developable areas on parcels within the Town, may create the unintended consequence of increasing environmental impacts or the aggregate effect of numerous excessive restrictions can also create unintended consequences and amount to a ban on large scale (utility) wind projects.

Moreover, Liberty will be submitting its permit application for Hoffman Falls to ORES pursuant to Section 94-c. As stated above, ORES may elect not to apply, in whole or in part, any local law or ordinance which would otherwise be applicable, if as applied to the proposed facility, the law is unreasonably burdensome in view of the CLCPA targets and environmental benefits of the proposed facility. Therefore, local laws and ordinances must be reasonable and not unnecessarily restrict development of solar facilities, which are essential to the State meeting its CLCPA goals. In that respect, Liberty encourages the Town to review Section 94-c and adopt siting standards in line with the 94-c standards.

Although we understand the Town is considering replacing its current Wind Energy Facilities Law, we have nonetheless identified the following current local laws as having potentially applicable provisions to commercial wind power electricity generation and/or transmission facilities:

- Local Law No. 1 of 2011, Local Law to amend the Town of Eaton Code to add new Article V-A, V-B, and V-C to Chapter 120: Land Use, to enact regulations for telecommunications and wind energy facilities.
 - Article VC Commercial Wind Energy Facilities Regulations of the Town of Eaton
- Flood Damage Prevention Local Law (Chapter 95, Flood Damage Prevention).
- Administration and enforcement of the New York State Uniform Fire Prevention and Building Code Local Law (Chapter 90, Fire Prevention and Building Construction)

Local Law Analysis

Local Law No. 1 of 2011, Local Law to amend the Town of Eaton Code to add new Article V-A, V-B, and V-C to Chapter 120: Land Use, to enact regulations for telecommunications and wind energy facilities.

Article VC Commercial Wind Energy Facilities Regulations of the Town of Eaton

§120-23.12. Title.

This Section is procedural and/or it does not contain substantive requirements applicable to the Facility.

§ 120-23.13. Purpose.

This Section is procedural and/or it does not contain substantive requirements applicable to the Facility.

§ 120-23.14. Special permit requirements.

This Section is procedural and/or it does not contain substantive requirements applicable to the Facility.

§ 120-23.15. Regulations.

The following lot size, dimension and construction standards apply to all CWECS facilities:

- A. Minimum lot size shall be five acres.

Facility Status: Liberty has designed the Facility to meet the lot size requirements to the extent practicable, and all parcels hosting turbines will meet these requirements, however waivers may be needed for certain parcels hosting access roads, collection lines, and other infrastructure. Siting constraints such as landowner participation, resource availability, and parcel shape and location may require that these Facility components are on lots smaller than 5 acres.

- B. Minimum road frontage shall be 450 feet.

Facility Status: Liberty has designed the Facility to meet the road frontage requirements to the extent practicable, and all parcels hosting turbines will meet these requirements, however waivers may be needed for certain parcels hosting access roads, collection lines, and other infrastructure. Siting constraints such as landowner participation, resource availability, and parcel shape and location may require that these Facility components are on lots with road frontage less than 450 feet.

- C. Minimum lot depth shall be 450 feet.

Facility Status: Liberty has designed the Facility to meet the minimum lot depth requirements to the extent practicable, and all parcels hosting turbines will meet these requirements, however waivers may be needed for certain parcels hosting access roads, collection lines, and other infrastructure. Siting constraints such as landowner participation, resource availability, and parcel shape and location may require that these Facility components are on lots with a lot depth of less than 450 feet.

- D. Maximum structure height shall be as determined by the Planning Board in the course of its special permit review.

Facility Status: This provision is procedural and/or does not contain substantive requirements.

- E. Setbacks.

- (1) The minimum setback distance between each production line commercial wind power electricity generation unit (wind turbine tower) and all surrounding street and property lines, overhead utility lines, any dwellings, and any other generation units, aboveground transmission facilities, and separate meteorological facilities, shall be equal to no less than 1.5 times the proposed structure height plus the rotor radius. The property line setback requirement may be reduced by the Planning Board as an incident of special permit review when the Planning Board finds that the following circumstances apply:

- (a) The property line in question:

[1] Separates two properties that are both part of a commercial wind-powered electricity generation facility; and

[2] Either:

[a] Both properties on each side of the boundary line in question will have electricity generation or transmission facilities constructed on them as part of the project under review; or

[b] The owner of the property for which the reduced setback is sought executes and presents for recording a development easement

satisfactory to the Town in which the reduced setback is consented to, and construction within, and use of, the easement area is appropriately restricted.

Facility Status: The Facility has been designed to meet 1.5 times setback from overhead utility lines, any non-participating dwellings, and any other generation units, aboveground transmission facilities, and separate meteorological facilities. With respect to non-participating property lines, Liberty has designed the Facility to meet the 1.5 times setback to the extent practicable, however waivers may be needed for certain turbine locations. In no event will turbines be closer to non-participating property lines than 1.1 times the turbine height as required under 94-c. Siting constraints such as landowner participation, resource availability, waking effects, sound and shadow flicker minimization, and parcel shape and location may require that turbines are sited closer than 1.5 times the turbine height to non-participating parcel boundaries.

In addition, the Facility has been designed to comply with the 94-c setbacks as described below and will be measured as a straight line from the centerline or midpoint of the wind turbine tower to the nearest point on the building foundation, property line or feature, as applicable.

Table 1: Setback Requirements for Wind Turbine Towers

Structure type	Wind Turbine Towers setback*
Substation	1.5 times
Any Above-ground Bulk Electric	1.5 times
Gas Wells (unless waived by landowner and gas well operator)	1.1 times
Public Roads	1.1 times
Property Lines	1.1 times
Non-participating, non-residential Structures	1.5 times
Non-participating Residences	2
*1.0 times Wind Turbine Towers setback is equal to the Total Height of the Wind Facility (at the maximum blade tip height). **Operated at 100 kV or higher, and as defined by North American Electric Reliability Corporation Bulk Electric System Definition Reference Document Version 3, August 2018 (see section 900- 15.1(e)(1)(i) of this Part)	

- (2) No experimental, home-built, or prototype wind turbines shall be allowed without documentation by the applicant of their maximum probable blade throw distance in the event of failure, and a determination by the Planning Board of appropriate setback distances on the basis of that documentation.

Facility Status: The Facility has been designed to comply with this section.

- F. No individual tower facility shall be installed in any location along the major axis of an existing microwave communications link where its operation is likely to produce electromagnetic interference in the link's operation.

Facility Status: The Facility has been designed to comply with this section.

- G. No individual tower facility shall be installed in any location where its proximity with existing fixed broadcast, retransmission, or reception antenna (including residential reception antenna) for radio, television, or wireless phone or other personal communication systems would produce electromagnetic interference with signal transmission or reception.

Facility Status: The Facility has been designed to comply with this section.

- H. Use of nighttime, and overcast daytime condition, stroboscopic lighting to satisfy tower facility lighting requirements for the Federal Aviation Administration shall be subject to on-site field testing before the Planning Board as a prerequisite to that Board's approval as it applies to existing residential uses within 2,000 feet of each tower for which such strobe lighting is proposed.

Facility Status: The Facility has been designed to comply with this section. Liberty will comply with 19 NYCRR 900-2.9(d)(9)(c) which requires:

For wind facilities, lighting shall be installed on turbines for aviation hazard marking as specified by FAA. The applicant shall file a Notice for a Marking and Lighting Study of Aircraft Detection Lighting System(s) (ADLS) and dimmable lighting options with the FAA/Department of Defense (DOD) seeking a written determination approving the use of ADLS or other dimmable lighting option at the Project. If FAA/DOD determine that ADLS or dimmable lighting options are not appropriate for the project, or if the applicant determines installation of ADLS or dimmable lighting options are not technically feasible, the applicant shall consider other means of minimizing lighting effects, such as use of low-intensity lighting, and synchronization of lighting activation with adjoining wind farms.

- I. No individual tower facility shall be installed in any location that would substantially detract from or block view of a portion of a recognized scenic viewshed, as viewed from any public road right-of-way or publicly owned land within the Town of Eaton, or that extends beyond the border of the Town of Eaton.

Facility Status: Liberty is in the process of completing a full visual impact assessment of the Facility. This assessment will include an evaluation of the Facility's visual impact on recognized scenic viewsheds, as viewed from public road rights-of-way or public land in the Town of Eaton. Liberty does not anticipate that the construction of the Facility would

substantially detract from or block any publicly accessible scenic viewsheds in the Town of Eaton.

- J. Individual wind turbine towers shall be located with relation to property lines so that the level of noise produced during wind turbine operation shall not exceed 50 dbA, measured at the boundaries of all of the closest parcels that are owned by non-site owners and that abut either the site parcel(s) or any other parcels adjacent to the site parcel held in common by the owner of the site parcel as those boundaries exist at the time of special use permit application.

Facility Status: Liberty notes that Section 94-c sets a limit of 55 dBA Leq (8-hour) at non-participating property lines. This limit is reasonable and protective of the environment. While Liberty has designed the Facility to meet the Towns sound requirements to the extent practicable, waivers may be needed for certain turbine locations.

- K. No wind turbines shall be permitted that lack an automatic braking, governing, or feathering system to prevent uncontrolled rotation, overspeeding, and excessive pressure on the tower structure, rotor blades, and turbine components.

Facility Status: The Facility has been designed to comply with this section.

- L. The minimum distance between the ground and any part of the rotor blade system shall be 30 feet.

Facility Status: The Facility has been designed to comply with this section.

- M. All power transmission lines from the wind generation electricity generation facilities to on-site substations shall be underground.

Facility Status: The Facility has been designed to comply with this section.

- N. Procedures acceptable to the Planning Board for emergency shutdown of power generation units shall be established and posted prominently and permanently on at least one location on the road frontage of each individual unit site.

Facility Status: The Facility has been designed to comply with this section. The Facility will have a Safety Response Plan which will include procedures for emergency shutdowns. This plan will be provided to the Towns and local emergency responders.

- O. Prior to issuance of a building permit, the applicant shall provide the Town proof, in the form of a duplicate insurance policy or a certificate issued by an insurance company, of liability insurance, of a level to be determined by the Town Board in consultation with the Town's insurer, to cover damage or injury which might result from the failure of a tower or towers or any other part(s) of the generation and transmission facility.

Facility Status: This section is procedural and/or it does not contain substantive requirements applicable to the Facility.

§ 120-23.16. Additional application requirements.

Facility Status: This section is procedural and/or it does not contain substantive requirements applicable to the Facility.

§ 120-23.17. Abandonment.

Any CWECS facility, or portion thereof, that is not used for 12 successive months shall be deemed abandoned and shall be dismantled and removed from the property at the expense of the owner. Failure to abide by and faithfully comply with this section or with any and all conditions that may be attached to the granting of any permit(s) shall constitute grounds for the revocation of the permit(s) by the Town. In addition, failure to remove an obsolete or unused tower in accordance with this section shall be a violation of this section and subject to fine and/or imprisonment or both. Any and all structures, guy cables and/or enclosures accessory to such CWECS shall also be removed, and the site shall be restored to as natural a condition as possible.

Facility Status: NYS Executive Law § 94-c (6) explicitly preempts local agency's authority to condition the development, design, construction, operation or decommissioning of major renewable energy facilities governed pursuant to Section 94-c. Therefore, any requirement above to review or approve decommissioning activities or requirements is supplanted by Section 94-c.

As part of the 94-c process, Liberty will prepare a Decommissioning and Site Restoration Plan for site restoration in accordance with 19 NYCRR § 900-2.24 and § 900-6.6, which will include plans for removal of turbines in the event of abandonment and will include a net decommissioning and site restoration estimate to be allocated between the Towns based on the estimated costs associated with removal and restoration of the facilities within each Town. To the extent this requirement does not allow for continued operation with good cause after 12 months, Liberty may need to seek a waiver from this provision. In addition, with respect to the decommissioning removal, Liberty may need to seek a waiver of this provision to the extent it requires total removal of all Facility components below 4 feet in grade in agricultural land and 3 feet below grade in non-agricultural lands.

Administration and enforcement of the New York State Uniform Fire Prevention and Building Code Local Law (Chapter 90, Fire Prevention and Building Construction)

Facility Status: The Facility will comply with the New York State Uniform Fire Prevention and Building Code. The procedural provisions of this Article which require applications, permits and other approvals and reviews are supplanted by Section 94-C. However, Liberty will work with the Town to enter an arrangement for the Town to perform the review, approval, inspection, and compliance certification, including arrangements made to pay for the costs thereof including the costs for any consultant services necessary due to the complex nature of such facilities.

As noted above, Liberty appreciates the Town's review of this list and looks forward to working with the Town through the 94-c process. Ultimately, we hope that the Town can confirm that we have provided a list of all applicable laws and correctly identified the substantive requirements.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jessica Ansert Klami', written over the word 'Sincerely,'.

Jessica Ansert Klami
James A. Muscato, II
Young/Sommer LLC
Attorneys for Liberty Renewables, Inc.

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September 12, 2023

Town Board
Town of Fenner
3151 Fenner East Road
Cazenovia, NY 13035

Re: Hoffman Falls Wind Project, Local Law Consultations

Dear Town Board,

Liberty Renewables, Inc. ("Liberty" or "Applicant") is proposing to construct and operate the Hoffman Falls Wind Project ("Facility" or "Project") an approximately 100-megawatt ("MW") wind powered electric generating facility in the Towns of Fenner, Nelson, Eaton, and Smithfield in Madison, County, New York. The proposed Facility will include the installation and operation of up to 24 wind turbines (12 in the Town of Fenner), together with the associated electrical collection lines (below ground), access roads, meteorological tower, aircraft detection light systems ("ADLS"), operation and maintenance ("O&M") facility, and collector substation. Liberty will also construct a new point of interconnect ("POI") substation and 115-kV high-voltage loop-in and loop-out transmission lines ("Interconnection Facilities") adjacent to its collector substation. Upon completion, the ownership of these Interconnection Facilities will be transferred to National Grid.

The Facility is consistent with recent State policy encouraging the development of clean energy and renewable resources as a tool in combating climate change, curbing harmful air pollution, and greening New York State's economy. The Facility will also provide an economic stimulus to the area during construction by providing jobs and local contracts for goods and services. During operation, the Facility will offer long-term highly skilled operational positions and significant long-term economic benefits through lease revenue to local landowners and property tax revenue to the community.

In April 2020, New York passed the Accelerated Renewable Energy Growth and Community Benefit Act (the "Act"). The Act is intended to assist New York State in achieving

the renewable energy production and greenhouse gas emission reduction goals of the 2019 Climate Leadership and Community Protection Act (“CLCPA”) by creating the Office of Renewable Energy Siting and establishing an expedited process for reviewing renewable energy projects to replace the Article 10 process (“Section 94-c” or “94-c”).

Section 94-c expressly preempts local procedural requirements, such as permits and approvals which would otherwise be required by the host municipalities for construction and operation of the Facility (i.e., site plan, special use permit or variance approvals). However, local substantive requirements (i.e., setbacks, height limits, and sound limits) will still be applied to the Facility by the Office of Renewable Energy Siting (“ORES” or the “Office”) unless it elects to not apply the requirements because it finds them to be unreasonably burdensome in view of the CLCPA targets or inconsistent with the requirements of 19 NYCRR 900.6, the State’s uniform standards and conditions for renewable energy projects.

94-c requires that Liberty consult with local municipalities to determine what local substantive requirements apply to the Facility and whether design changes to the Facility can obviate the need to request the Office elect to not apply those requirements.

Liberty has researched potentially applicable local ordinances, laws, resolutions, regulations, standards and other requirements of a substantive nature required for the construction or operation of the proposed Facility. We have identified the following local laws as having potentially applicable provisions to commercial wind power electricity generation and/or transmission facilities:

- Town of Fenner Land Use Regulations (Local Law 1997-1 as amended)
- Local Law No. 2000-1 (amending local law 1997-1)(establishing Zoning District C)
- Local Law No. 2001-1 (amending local law 1997-1)(expanding Zoning District C)
- Local Law No. 1 of 2005 (amending local law 1997-1)¹
- Flood Hazard Law²
- Sanitary Disposal Requirements
- Local Law No. 1 of 2017 (Fence Regulations)
- Subdivision Regulations

We appreciate the Town reviewing this list and confirming in writing that there are no other applicable laws and that substantive requirements have been identified.

In addition, this letter is intended to provide you with an overview of the Facility’s compliance with substantive provisions of applicable local laws and what laws, if any, Liberty may seek to waive under Section 94-c.

¹ This law added parcels to District C, but does not contain any changes to substantive requirements related to commercial wind facilities.

² Based on data currently available from FEMA, the Project is not currently proposed to be located within a Special Flood Hazard Area, however this law is being listed to be comprehensive regarding laws having potential applicability.

Local Law Analysis

i. Land Use Prohibition

Liberty understands that the Town of Fenner passed a local law in 2000 (Local Law No. 2000-1) amending the Town's Land Use Regulations (Local Law 1997-1) to establish a new zoning district, District C, to define an area of the Town where commercial wind-powered electricity generation facilities may be developed. In addition, Local Law 2000-1 also established standards for commercial wind power electricity generation and/or transmission facilities in the Town.

Liberty also understands that District C corresponds directly with those parcels hosting wind turbines for the Fenner Wind Farm project which was developed in the Town in 2007. As demonstrated in the attached figure, the Hoffman Falls Wind Project is proposed mostly below the Fenner Wind Farm (south of County Route 28) in the Southeast portion of the Town.

Since portions of the Facility are not currently proposed in District C, Liberty further understands that the Hoffman Falls Wind Project is not a permissible use in the district where it is currently proposed. Liberty requests that the Town consider expanding District C to include those parcels under consideration for the Hoffman Falls project, as Liberty cannot construct turbines on parcels already hosting wind turbines for the Fenner Wind project due to siting constraints (i.e., wake effects, setbacks, existing leases, etc.) and other contractual obligations.

If the Town does not expand District C to include parcels hosting components for Hoffman Falls, Liberty will need to seek a waiver of this use prohibition as it would be unreasonably burdensome to preclude other wind projects in the Town of Fenner. If wind turbines were precluded in the Town of Fenner the project would lose half of its proposed capacity (+/- 50 MW), and in addition, Fenner would also host the Interconnection Facilities, so if the Facility and its proposed electric collection and transmission lines and interconnections were excluded the Facility as a whole could not be built.

The Town's use prohibition is unreasonably burdensome in view of CLCPA targets and the environmental benefits of the proposed Facility. The State of New York has stressed both the need to construct significant additional renewables, and the importance of siting those new generation assets in locations with reliable access to the existing electrical grid, avoiding the need to construct large new major transmission lines at significant additional cost to ratepayers.

ii. Substantive Requirements

As mentioned above, Local Law No. 2000-1 and Section III of Local Law No. 2001-1 include substantive requirements for commercial wind-powered electricity generation facilities in the Town.

Local Law No. 2000-1 and 2001-1

Section I.

Section 1 is procedural and/or it does not contain substantive requirements applicable to the Facility.

Sections II. – IV.

These sections establish the use Districts in the Town and are addressed in the discussion above on the Land Use Prohibition.

Section V.

The “Land Use Schedule” referred to in Section 203 of Local Law 1997-1 and included in Local Law 1997-1 as “Table 1” and the “Notes for Table 1” are hereby amended to read as follows:

TABLE 1								
LAND USE SCHEDULE								
Minimum Dimensions								
	Lot Area	Lot Frontage*** Ft.	Depth Ft.	Front Ft.	Side Ft.	Yards* Rear Ft.	Maximum Structure Height Ft.	Notes (See Page)
“DISTRICT “A”								
Single-family unit	1 acre**	200	200	50	40	50	35	a, b
Two-family unit	1.5 acre	200	200	50	40	50	35	b
Multi-family	1.5 acre + 10,000 sq ft/unit	200	200	50	40	50	45	d, e
Farm	5 acres	200	200	50	40	50	None	c, g
DISTRICT “B”								
All “A” as above								
Mobile dwelling	1 acre	200	200	50	40	50	35	b
Mobile dwelling park*	5 acres	200	300	50	30	50		b, d, c, f
Individual Park Site	@ 10,000 sq. ft/unit	70	120	30	20	20	35	f
Business, professional, or Industrial, on separate lots	1 acre	200	200	50	40	50	35	b, d, c
DISTRICT “C”								
All “B”, as above								

*Corner lots are considered to have two front yards along the two roadways and two side yards.

**Acre = 43,560 sq. ft.

***Requirement of actual frontage along public highway, or if applicable, private access easement

All non-farm accessory buildings shall conform to front and side yard requirements of the district in which they are located

Notes for Table 1

- a. Measured from the road right-of-way. Applies to each side of a lot that adjoins a public road.

An alternative front yard minimum dimension measurement is permissible from the center of road-ways where neither road right-of-way bounds nor surveys are available: (1) on three rod roads (generally, but not necessarily, Town roads) set buildings back at least 75 feet from the centerline of the road; and (2) on four rod roads (Generally, but not necessarily, County roads) set buildings back at least 83 feet from the centerline of the road.

- b. Where community water supply and sewer are used, one-half lot area and smaller bordering yards are permitted. Lot: 100 feet front x 150 feet depth. Yards: 30 feet front x 20 feet sides x 50 feet rear.
- c. Accessory farm buildings (silos, barns, etc.) are exempt from height limits.
- d. Requires a special use permit issued by the Planning Board.
- e. A landscaped screening zone at least 15 feet wide shall be maintained by the owner of those sides of his lot that adjoin any residential property owned by another party.
- f. Each mobile dwelling site shall connect to an access road within the mobile dwelling park, and the front yard of each lot shall be measured from the edge of this access road.
- g. Upon the issuance of a special permit by the Planning Board, not more than two units of supplementary housing for relatives or hired hands employed by the farm; each unit must be provided with an adequate sewage disposal system, does not require separate lots.
- h. The minimum setback distance between each production line commercial wind power electricity generation unit (wind turbine tower) and: all surrounding property lines, overhead utility line, any dwelling, and any other generation units, above-ground transmission facilities, and separate meteorological facilities, shall be equal to no less than 1.5 times the proposed structure height plus the rotor radius. The property line setback requirement may be reduced by the Planning Board a an incident of special permit review when the Planning Board finds that the following circumstances apply: the property line in questions a) separates two properties that are both in the "C" District, and b) either , i) both properties on each side of the boundary line in question will have electricity generation or transmission facilities constructed on them as part of the project under review, or ii) the owner of the property for which the reduced

setback is sought executes and presents for recording a development easement satisfactory to the Town in which the reduced setback is consented to, and construction within, and use of the easement area is appropriately restricted.

No experimental, homebuilt, or prototype wind turbines shall be allowed without documentation by the applicant of their maximum probable blade throw distance in the event of failure and determination by the Planning Board of appropriate setback distances on the basis of that documentation.³

Facility Status: To the extent the Town's Land Use Schedule, Minimum Dimensions applies to the Interconnection Facilities and the Operations and Maintenance facilities these components will comply with the minimum lot and yard requirements. With respect to the minimum structure height of 35 feet, to the extent that requirement applies to structures at the Interconnection Facilities, a waiver from the height limit would be necessary. As noted by Section 303.3(G) only note H is applicable to commercial wind power electricity generation unit (wind turbine tower).

The Facility has been designed to meet 1.5 times setback from overhead utility lines, any non-participating dwellings, and any other generation units, aboveground transmission facilities, and separate meteorological facilities. With respect to non-participating property lines, Liberty has designed the Facility to meet the 1.5 times setback to the extent practicable, however waivers may be needed for certain turbine locations. In no event will turbines be closer to non-participating property lines than 1.1 times the turbine height as required under 94-c. Siting constraints such as landowner participation, resource availability, waking effects, sound and shadow flicker minimization, and parcel shape and location may require that turbines are sited closer than 1.5 times the turbine height to non-participating parcel boundaries.

In addition, the Facility has been designed to comply with the 94-c setbacks as described below and will be measured as a straight line from the centerline or midpoint of the wind turbine tower to the nearest point on the building foundation, property line or feature, as applicable.

³ Note H was revised by Local Law No. 2001-1 (amending local law 1997-1). The language in this section is from the amended Local Law No. 2001-1.

Table 1: Setback Requirements for Wind Turbine Towers

Structure type	Wind Turbine Towers setback*
Substation	1.5 times
Any Above-ground Bulk Electric System**	1.5 times
Gas Wells (unless waived by landowner and gas well operator)	1.1 times
Public Roads	1.1 times
Property Lines	1.1 times
Non-participating, non-residential Structures	1.5 times
Non-participating Residences	2 times
*1.0 times Wind Turbine Towers setback is equal to the Total Height of the Wind Facility (at the maximum blade tip height). **Operated at 100 kV or higher, and as defined by North American Electric Reliability Corporation Bulk Electric System Definition Reference Document Version 3, August 2018 (see section 900-15.1(e)(1)(i) of this Part)	

Given that the Project is not proposed to be located in District C, Liberty may need to seek a limited waiver of these setback provisions to the extent that the location of the project outside of District C limits the waiver of setbacks to participating landowners.

Section VI.

Local Law 1997-1 is hereby amended to add a new Section 3030 to read as follows:

Section 303 - DISTRICT C

The purpose of this district is to foster the development of the Town's windpower resource while preserving the farmlands and adjoining settlements as compatible adjoining uses.

Section 303.1 - PRINCIPAL USES PERMITTED

- A. One and two-family dwellings built on a foundation, including modular dwellings.
- B. Farms and farm buildings for related agricultural activities

- C. Mobile dwellings on individual lots.

Section 303.2 - ACCESSORY USES PERMITTED

- A. Same as Section 301.2
- B. Home businesses conducted by the residents
- C. Accessory buildings necessary to the principal use and which do not include any activity commonly conducted as a separate business.

Section 303.3 - USES REQUIRING A SPECIAL PERMIT

- A. Same as Section 301.3
- B. Mobile dwelling parks.
- C. All retail sales, eating, service and professional establishments
- D. Day camps, guest or vacations homes for pay, private clubs and seasonal camps
- E. Commercial outdoor recreation such as ski runs, snowmobiles parks, miniature golf courses, driving ranges, race tracks and hunting and fishing preserves.
- F. More than one residence structure on a lot for a farm (See note (g) to Table 1).
- G. Wind power electricity generation and transmission facilities. (See note (h) to Table 1). -

Section 303.4 - USES PROHIBITED

All other uses prohibited in this district.

Facility Status: As discussed above the Hoffman Falls Wind Project is not entirely proposed in District C and will therefore need to seek a waiver of the use prohibition.

Section VII.

Local Law 1997-1 is hereby amended to add a new Section 606.31 to read as follows:

Section 606.31- ADDITIONAL STANDARDS FOR GRANTING SPECIAL USE PERMITS FOR WIND POWER ELECTRICITY GENERATION AND TRANSMISSION FACILITIES

No special use permit shall be granted for commercial wind power electricity Generation and/or transmission facilities unless it is determined by the

Planning Board that the proposed use meets all the following criteria, in addition to those general criteria listed in Section 606.3:

- A. No individual tower facility shall be installed in any location along the major axis of an existing microwave communications link where its operation is likely to produce electromagnetic interference in the link's operation.

Facility Status: The Facility has been designed to comply with this section.

- B. No individual tower facility shall be installed in any location where its proximity with existing fixed broadcast, retransmission, or reception antenna (including residential reception antenna) for radio, television, or wireless phone or interference with signal transmission or reception.

Facility Status: The Facility has been designed to comply with this section.

- C. Use of nighttime, and overcast daytime condition, stroboscopic lighting to satisfy tower facility lighting requirements for the Federal Aviation Administration shall be subject to on-site field testing before the Planning Board as a prerequisite to that Board's approval with specific respect to Section 606.3(D) as it applies to existing residential uses within 2000' of each tower for which such strobe lighting is proposed.

Facility Status: The Facility has been designed to comply with 19 NYCRR 900-2.9(d)(9)(c) which requires:

For wind facilities, lighting shall be installed on turbines for aviation hazard marking as specified by FAA. The applicant shall file a Notice for a Marking and Lighting Study of Aircraft Detection Lighting System(s) (ADLS) and dimmable lighting options with the FAA/Department of Defense (DOD) seeking a written determination approving the use of ADLS or other dimmable lighting option at the Project. If FAA/DOD determine that ADLS or dimmable lighting options are not appropriate for the project, or if the applicant determines installation of ADLS or dimmable lighting options are not technically feasible, the applicant shall consider other means of minimizing lighting effects, such as use of low-intensity lighting, and synchronization of lighting activation with adjoining wind farms.

Liberty requests that the Town confirm that this complies with the Town's requirements in Section C.

- D. No individual tower facility shall be installed in any location that would substantially detract from or block view of a portion of a

recognized scenic viewshed, as viewed from any public road right-of-way or publicly owned land within the Town of Fenner, that extends beyond the border of the Town of Fenner.

Facility Status: Liberty is in the process of completing a full visual impact assessment of the Facility. This assessment will include an evaluation of the Facility's visual impact on recognized scenic viewsheds, as viewed from public road rights-of-way or public land in the Town of Fenner. Liberty does not anticipate that the construction of the Facility would substantially detract from or block any publicly accessible scenic viewsheds in the Town of Fenner.

- E. Individual wind turbine towers shall be located with relation to property lines so that the level of noise produced during wind turbine operation shall not exceed 50 dbA, measured at the boundaries of all the closest parcels that are owned by non-site owners and that abut either the site parcel(s) or any other parcels adjacent to the site parcel held in common by the owner of the site parcel as those boundaries exist at the time of special use permit application.

Facility Status: Liberty notes that Section 94-c sets a limit of 55 dBA Leq (8-hour) at non-participating property lines. This limit is reasonable and protective of the environment. While Liberty has designed the Facility to meet the Towns sound requirements to the extent practicable, waivers may be needed for certain turbine locations.

- F. No wind turbines shall be permitted that lack an automatic braking, governing, or feathering system to prevent uncontrolled rotation, overspeeding, and excessive pressure on the tower structure, rotor blades, and turbine components.

Facility Status: The Facility has been designed to comply with this section.

- G. The minimum distance between the ground and any part of the rotor blade system shall be thirty (30) feet.

Facility Status: The Facility has been designed to comply with this section.

- H. All power transmission lines from the wind generation electricity generation facilities to on-site substations shall be underground.

Facility Status: The Facility has been designed to comply with this section.

- I. Procedures acceptable to the Planning Board for emergency

shutdown of power generation units shall be established and posted prominently and permanently on at least one location on the road frontage of each individual unit site.

Facility Status: The Facility has been designed to comply with this section. The Facility will have a Safety Response Plan which will include procedures for emergency shutdowns. This plan will be provided to the Towns and local emergency responders.

- J. Prior to issuance of a Building Permit, the applicant shall provide the Town proof, in the form of a duplicate insurance policy or a certificate issued by an insurance company, of liability insurance, of a level to be determined by the Town Board in consultation with the Town's insurer, to cover damage or injury which might result from the failure of tower or towers or any other part(s) of the generation and transmission facility.

Facility Status: Subsection J is procedural and/or it does not contain substantive requirements applicable to the Facility.

Section VIII.

Facility Status: Section VIII is procedural and/or it does not contain substantive requirements applicable to the Facility.

Town of Fenner Land Use Regulations (Local Law 1997-1 as amended)

Section 606.3 - STANDARDS FOR GRANTING SPECIAL USE PERMITS

No special use permit shall be granted unless it is determined by the Planning Board that the proposed use meets all of the following criteria:

- A. The location, size and use of structure, nature and intensity of operations involved, size of site in relation to the proposed structure(s), and the location of the site with respect to roads giving access to it are such that the proposed use will be in harmony with orderly development of the district.
- B. The location, nature and height of buildings, walls and fences will not discourage the appropriate development and use of adjacent land and buildings, or impair their value.

- C. The proposed use shall not conflict with any master plan, or part thereof.
- D. Operations of any special use shall not be more objectionable to nearby Properties than would be the operations of any unconditionally permitted use.
- E. A special use permit shall not be issued for a use on a property where There is an existing violation of this local law.
- F. The use shall not have an adverse effect on the agriculture of the area.
- G. The proposed use shall be in strict compliance with the requirements of Article 5, Existing Supplemental Regulations.

Facility Status: Section 606.3 is procedural as it lists the findings the Planning Board is required to make before granting special use permits. A provision of a law which governs whether a local body may grant relief is a procedural provision rather than a substantive provision. The 94-c Application will include an in-depth qualitative assessment of the potential impacts of the Facility including the Facilities impact on local land use (19 NYCRR 900-2.4).

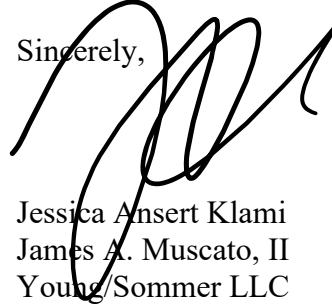
In addition, the following supplemental regulations referenced in Article 5 are potentially applicable to the Facility, including the Interconnection Facilities and O&M building:

*Section 501 Flood Hazard Law
 Section 502 Freshwater Wetlands Protection Law
 Section 503 Sanitary Disposal Requirements
 Section 506 Subdivision Regulations*

The Facility will comply with the substantive provisions of these supplemental regulations to the extent they are applicable to the Facility, including the O&M facility and Interconnection Facilities.

As noted above, Liberty appreciates the Town's review of this list and looks forward to working with the Town through the 94-c process. Ultimately, we hope that the Town can confirm that we have provided a list of all applicable laws and correctly identified the substantive requirements.

Sincerely,

A handwritten signature in black ink, appearing to be 'Jessica Ansert Klami', written over the word 'Sincerely,'.

Jessica Ansert Klami
James A. Muscato, II
Young/Sommer LLC
Attorneys for Liberty Renewables, Inc.

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September 12, 2023

Town of Nelson
Town Board
4085 Nelson Road,
Cazenovia NY

Re: Hoffman Falls Wind Project, Local Law Consultations

Dear Town Board,

Liberty Renewables, Inc. ("Liberty" or "Applicant") is proposing to construct and operate the Hoffman Falls Wind Project ("Facility" or "Project") an approximately 100-megawatt ("MW") wind powered electric generating facility in the Towns of Fenner, Nelson, Eaton, and Smithfield in Madison, County, New York. The proposed Facility will include the installation and operation of up to 24 wind turbines (1 in the Town of Nelson), together with the associated electrical collection lines (below ground), access roads, meteorological tower, aircraft detection light systems ("ADLS"), operation and maintenance ("O&M") facility, and collector substation. Liberty will also construct a new point of interconnect ("POI") substation and 115-kV high-voltage loop-in and loop-out transmission lines ("Interconnection Facilities") adjacent to its collector substation. Upon completion, the ownership of these Interconnection Facilities will be transferred to National Grid.

The Facility is consistent with recent State policy encouraging the development of clean energy and renewable resources as a tool in combating climate change, curbing harmful air pollution, and greening New York State's economy. The Facility will also provide an economic stimulus to the area during construction by providing jobs and local contracts for goods and services. During operation, the Facility will offer long-term highly skilled operational positions and significant long-term economic benefits through lease revenue to local landowners and property tax revenue to the community.

In April 2020, New York passed the Accelerated Renewable Energy Growth and Community Benefit Act (the “Act”). The Act is intended to assist New York State in achieving the renewable energy production and greenhouse gas emission reduction goals of the 2019 Climate Leadership and Community Protection Act (“CLCPA”) by creating the Office of Renewable Energy Siting (“ORES” or the “Office”) and establishing an expedited process for reviewing renewable energy projects to replace the Article 10 process (“Section 94-c” or “94-c”).

Section 94-c expressly preempts local procedural requirements, such as permits and approvals which would otherwise be required by the host municipalities for construction and operation of the Facility (i.e., site plan, special use permit or variance approvals). However, local substantive requirements (i.e., setbacks, height limits, and sound limits) will still be applied to the Facility by the Office unless it elects to not apply the requirements because it finds them to be unreasonably burdensome in view of the CLCPA targets or inconsistent with the requirements of 19 NYCRR 900.6, the State’s uniform standards and conditions for renewable energy projects.

94-c requires that Liberty consult with local municipalities to determine what local substantive requirements apply to the Facility and whether design changes to the Facility can obviate the need to request the Office elect to not apply those requirements.

As we understand, the Town Board is currently considering repealing its current Wind Energy Facilities Law, which was passed in 2011 (Local Law #2 of 2011) and replacing that law with a new wind law. It is important that the wind siting standards imposed in the new law consider the impact of these standards on project siting throughout the Town as well as the context of the local law considering the state siting and permitting authority under Section 94-c. Standards that unnecessarily restrict developable areas on parcels within the Town, may create the unintended consequence of increasing environmental impacts or the aggregate effect of numerous excessive restrictions can also create unintended consequences and amount to a ban on large scale (utility) wind projects.

Moreover, Liberty will be submitting its permit application for Hoffman Falls to ORES pursuant to Section 94-c. As stated above, ORES may elect not to apply, in whole or in part, any local law or ordinance which would otherwise be applicable, if as applied to the proposed facility, the law is unreasonably burdensome in view of the CLCPA targets and environmental benefits of the proposed facility. Therefore, local laws and ordinances must be reasonable and not unnecessarily restrict development of solar facilities, which are essential to the State meeting its CLCPA goals. In that respect, Liberty encourages the Town to review Section 94-c and adopt siting standards in line with the 94-c standards.

Although we understand the Town is considering replacing its current Wind Energy Facilities Law, we have nonetheless identified the following current local laws as having potentially applicable provisions to commercial wind power electricity generation and/or transmission facilities:

- Local Law No. 2 of 2011, to enact the Town of Nelson Land Use Development and Zoning Map
 - Section 404.2 Scenic Vista I Scenic Highway Overlay District

- Section 403.1 Uses and Activities in Rural Zone R
- Section 512 Wind Energy Facilities
- Section 600 General Development Environmental Standards
 - 601 Regulation of Surface Modification and Soil Disturbance
 - 602 Stormwater Management
 - 614 Access Driveway Standards
- Administration and enforcement of the New York State Uniform Fire Prevention and Building Code Local Law (Article X of Land Use Development Law)

Local Law Analysis

Article IV Zoning District Regulations

404.2 Scenic Vista I Scenic Highway Overlay District

The scenic vista I scenic highway overlay district is designated on the Official Zoning Map of the Town of Nelson and comprises areas of the town where sweeping vistas of minimally developed ridges, valleys and rolling hills are visible from public highways. The intention of this overlay district is to preserve the Town's significant viewsheds and their corresponding viewing locations from designated scenic public highways (as denominated on the Official Zoning Map) by applying specific development standards (compatible with the underlying zoning designation) that serve to minimize visual impacts.

It is the intent of these regulations to avoid overly obtrusive development in these locations that may result from any of the following conditions:

- (a) The color of the structure(s) may not blend with the surrounding vegetation or structures;
 - (b) Construction materials may reflect light (e.g. large un-shaded windows, light colored and metal roofs;
 - (c) Decorative or other lighting that brightens otherwise dark skies;
 - (d) Structures that are bulky or out of scale with other background features, natural or man-made;
 - (e) Structures with tall elements that protrude from their surroundings and are difficult to hide;
 - (f) Landscaping that is inadequate to mute the visual impact of the structure(s);
 - (g) Construction of buildings and/or structures that impair the view of a scenic vista from a scenic public highway.
- (1) No person shall commence or conduct any of the following regulated activities upon any lot within the scenic vista / scenic highway overlay district except upon the prior issuance of a special use permit by the Planning Board:
- (a) Construction of new buildings or structures, or additions or modifications to existing buildings or structures.

- (b) Any surface modification requiring Planning Board approval pursuant to section 601 of this local law as it applies to quarries.
 - (c) Extraction of Natural Products.
 - (d) Removal of trees from an area of one acre or more, unless such removal is in accordance with a forest management plan or is part of an agricultural operation.
- (2) No application for a special use permit for a regulated activity within the scenic vista / scenic highway overlay district shall be granted unless:
- (a) The applicant has demonstrated, and the Planning Board has found that the development activity will not have a substantial adverse effect upon the scenic vista as viewed from any public highway. This shall be demonstrated by the applicant through the use of computer-generated photos depicting the proposed development.
 - (b) Cutting of trees will be minimized and will not adversely impact the visual quality of the scenic vista.
 - (c) The applicant has demonstrated, and the Planning Board has found, that there is no reasonable alternative for the proposed development activity to be located on a portion of the site not containing a scenic vista or in a location that will not impair the view from a scenic public highway.

Facility Status: Section 404.2 is largely procedural and is therefore supplanted by the review and approval process under Section 94-c. As part of the 94-c Application Liberty will conduct a visual impact assessment to determine the extent and assess the significant of the facility's visibility. The components of the Visual Impact Assessment (VIA) shall include identification of visually sensitive resources, viewshed mapping, confirmatory visual assessment fieldwork, visual simulations (photographic overlays), cumulative visual impact analysis, and proposed Visual Impacts Minimization and Mitigation Plan. Depending on the visual assessment Liberty may need to seek limited relief from the provisions of this section.

Section 403 Use Regulations for Basic Districts

403.1 Uses and Activities in Rural Zone: R

B. The following uses are permitted upon review by the Planning Board and after issuance of a Special Permit by the Planning Board:

22. Commercial Wind Energy Facility

Facility Status: The Facility has been designed to comply with this section. The proposed Facility is located within the Rural Zone R.

Article V Supplemental Regulations Applicable to Particular Uses

Section 512 Wind Energy Facilities

512.1 The following lot size, dimension and construction standards apply to commercial wind energy facilities only:

- A. Minimum lot size shall be five (5) acres.

Facility Status: Liberty has designed the Facility to meet this requirement.

- B. Minimum road frontage shall be found hundred fifty (450) feet.

Facility Status: The turbine location in the Town of Nelson is not located on a parcel with existing road frontage, therefore Library will need to seek a waiver from this provision.

- C. Minimum lot depth shall be found hundred fifty (450) feet.

Facility Status: Liberty has designed the Facility to meet this requirement.

- D. Maximum structure height shall be as determined by the Planning Board in the course of its special permit review.

Facility Status: This provision is procedural and/or does not contain substantive requirements.

- E. Setbacks.

- (1) The minimum setback distance between each production line commercial wind power electricity generation unit (wind turbine tower) and all surrounding street and property lines, overhead utility lines, any dwellings, and any other generation units, aboveground transmission facilities, and separate meteorological facilities, shall be equal to no less than 1.5 times the proposed structure height plus the rotor radius. The property line setback requirement may be reduced by the Planning Board as an incident of special permit review when the Planning Board finds that the following circumstances apply: The property line in question:

- a) Separates two properties that are both part of a commercial wind-powered electricity generation facility; and
- b) Either:
 - i. Both properties on each side of the boundary line in question will have electricity generation or transmission facilities constructed on them as part of the project under review; or
 - ii. The owner of the property for which the reduced setback is sought executes and presents for recording a development easement satisfactory to the Town in which the reduced setback is consented to, and

construction within, and use of, the easement area is appropriately restricted.

Facility Status: The Facility has been designed to meet 1.5 times setback from overhead utility lines, any non-participating dwellings, and any other generation units, aboveground transmission facilities, and separate meteorological facilities. With respect to non-participating property lines, Liberty has designed the Facility to meet the 1.5 times setback to the extent practicable, however waivers may be needed for certain turbine locations. In no event will turbines be closer to non-participating property lines than 1.1 times the turbine height as required under 94-c. Siting constraints such as landowner participation, resource availability, waking effects, sound and shadow flicker minimization, and parcel shape and location may require that turbines are sited closer than 1.5 times the turbine height to non-participating parcel boundaries.

In addition, the Facility has been designed to comply with the 94-c setbacks as described below and will be measured as a straight line from the centerline or midpoint of the wind turbine tower to the nearest point on the building foundation, property line or feature, as applicable.

Table 1: Setback Requirements for Wind Turbine Towers

Structure type	Wind Turbine Towers setback*
Substation	1.5 times
Any Above-ground Bulk Electric	1.5 times
Gas Wells (unless waived by landowner and gas well operator)	1.1 times
Public Roads	1.1 times
Property Lines	1.1 times
Non-participating, non-residential Structures	1.5 times
Non-participating Residences	2
*1.0 times Wind Turbine Towers setback is equal to the Total Height of the Wind Facility (at the maximum blade tip height). **Operated at 100 kV or higher, and as defined by North American Electric Reliability Corporation Bulk Electric System Definition Reference Document Version 3, August 2018 (see section 900- 15.1(e)(1)(i) of this Part)	

- (2) No experimental, home-built, or prototype wind turbines shall be allowed without documentation by the applicant of their maximum probable blade throw distance in

the event of failure, and a determination by the Planning Board of appropriate setback distances on the basis of that documentation.

Facility Status: The Facility has been designed to comply with this section.

512.2 No special use permit shall be granted for commercial wind power electricity generation and/or transmission facilities unless it is determined by the Planning Board that the proposed use meets all of the following criteria, in addition to those criteria generally applicable to special uses:

- A. No individual tower facility shall be installed in any location along the major axis of an existing microwave communications link where its operation is likely to produce electromagnetic interference in the link's operation.

Facility Status: The Facility has been designed to comply with this section.

- B. No individual tower facility shall be installed in any location where its proximity with existing fixed broadcast, retransmission, or reception antenna (including residential reception antenna) for radio, television, or wireless phone or other personal communication systems would produce electromagnetic interference with signal transmission or reception.

Facility Status: The Facility has been designed to comply with this section.

- C. Use of nighttime, and overcast daytime condition, stroboscopic lighting to satisfy tower facility lighting requirements for the Federal Aviation Administration shall be subject to on-site field testing before the Planning Board as a prerequisite to that Board's approval as it applies to existing residential uses within 2,000 feet of each tower for which such strobe lighting is proposed.

Facility Status: The Facility has been designed to comply with this section. Liberty will comply with 19 NYCRR 900-2.9(d)(9)(c) which requires:

For wind facilities, lighting shall be installed on turbines for aviation hazard marking as specified by FAA. The applicant shall file a Notice for a Marking and Lighting Study of Aircraft Detection Lighting System(s) (ADLS) and dimmable lighting options with the FAA/Department of Defense (DOD) seeking a written determination approving the use of ADLS or other dimmable lighting option at the Project. If FAA/DOD determine that ADLS or dimmable lighting options are not appropriate for the project, or if the applicant determines installation of ADLS or dimmable lighting options are not technically feasible, the applicant shall consider other means of minimizing lighting effects, such as use of low-intensity lighting, and synchronization of lighting activation with adjoining wind farms.

- D. No individual tower facility shall be installed in any location that would substantially detract from or block view of a portion of a recognized scenic viewshed, as viewed from

any public road right-of-way or publicly owned land within the Town of Nelson, or that extends beyond the border of the Town of Nelson.

Facility Status: Liberty is in the process of completing a full visual impact assessment of the Facility. This assessment will include an evaluation of the Facility's visual impact on recognized scenic viewsheds, as viewed from public road rights-of-way or public land in the Town of Nelson. Liberty does not anticipate that the construction of the Facility would substantially detract from or block any publicly accessible scenic viewsheds in the Town of Nelson.

- E. Individual wind turbine towers shall be located with relation to property lines so that the level of noise produced during wind turbine operation shall not exceed 50 dbA, measured at the boundaries of all of the closest parcels that are owned by non-site owners and that abut either the site parcel(s) or any other parcels adjacent to the site parcel held in common by the owner of the site parcel as those boundaries exist at the time of special use permit application.

Facility Status: Liberty notes that Section 94-c sets a limit of 55 dBA Leq (8-hour) at non-participating property lines. This limit is reasonable and protective of the environment. While Liberty has designed the Facility to meet the Towns sound requirements to the extent practicable, waivers may be needed for certain turbine locations.

- F. No wind turbines shall be permitted that lack an automatic braking, governing, or feathering system to prevent uncontrolled rotation, overspeeding, and excessive pressure on the tower structure, rotor blades, and turbine components.

Facility Status: The Facility has been designed to comply with this section.

- G. The minimum distance between the ground and any part of the rotor blade system shall be 30 feet.

Facility Status: The Facility has been designed to comply with this section.

- H. All power transmission lines from the wind generation electricity generation facilities to on-site substations shall be underground.

Facility Status: The Facility has been designed to comply with this section.

- I. Procedures acceptable to the Planning Board for emergency shutdown of power generation units shall be established and posted prominently and permanently on at least one location on the road frontage of each individual unit site.

Facility Status: The Facility has been designed to comply with this section. The Facility will have a Safety Response Plan which will include procedures for emergency shutdowns. This plan will be provided to the Towns and local emergency responders.

- J. Prior to issuance of a building permit, the applicant shall provide the Town proof, in the form of a duplicate insurance policy or a certificate issued by an insurance company, of

liability insurance, of a level to be determined by the Town Board in consultation with the Town's insurer, to cover damage or injury which might result from the failure of a tower or towers or any other part(s) of the generation and transmission facility.

Facility Status: This section is procedural and/or it does not contain substantive requirements applicable to the Facility.

- K. A form of security, acceptable to and approved by the Planning Board and the attorney for the Town, shall be provided to ensure that the towers and related facilities will be removed in accordance with the provisions of this local law upon the cessation of their use.

Facility Status: The Facility has been designed to comply with this section. The 94-c Application will include a decommissioning plan and estimate, which will be provided to the Town and the Applicant will work with the Town and ORES on an acceptable form of security.

512.3 Additional application requirements.

Facility Status: This section is procedural and/or it does not contain substantive requirements applicable to the Facility.

512.4 The following lot size, dimension and construction standards apply to private wind energy facilities only:

Facility Status: This section is not applicable to Hoffman Falls as Liberty is not proposing a private wind energy facility as defined by the local law.

Article VI Development Standards Applicable in all Districts

Section 601 Regulation of Surface Modification and Soil Disturbance

Surface Modification includes any earth work or grading activity which alters the existing topography and/or removes the natural vegetative ground cover such that the ground and soil materials are left exposed to erosion by wind and/or rain. The term specifically excludes agricultural and planned horticultural activities.

- 601.1 No surface modification shall be carried out in any district that leaves soil exposed without vegetative or other cover for more than 60 days. All such surface modifications shall be performed with erosion and sedimentation controls in place in accordance with standards and practices approved by the New York State Department of Environmental Conservation.
- 601.2 All areas of disturbed soil shall be temporarily or permanently stabilized with seed and mulch or other soil stabilization practices within 14 days of final grading or temporary cessation of site activities.

- 601.3 Any removal or addition of soil for non-agricultural purposes which results in the disturbance of the ground surface over an area of one acre or more shall require prior site plan approval from the Planning Board and permit coverage under the New York State Department of Environmental Conservation Special Pollutant Discharge Elimination System General Permit for Stormwater Discharges from Construction Activities.
- 601.4 A topographic survey, grading plan and erosion and sedimentation control plan are required for any surface modification or soil disturbance subject to site plan approval. No disturbance of drainage ways that affect other properties, protected wetlands, regulated water bodies, or designated floodplains shall be permitted without the prior approval of the relevant regulatory agency having jurisdiction over the site.

Facility Status: The Facility has been designed to comply with this section.

Section 602 Stormwater Management

- 602.1 In an effort to protect the Town's water resources, stormwater management shall be provided on all development sites in the Town of Nelson. This includes providing erosion and sedimentation control measures during construction to minimize soil erosion and sediment pollution and also includes post-construction practices that provide stable storm water conveyance, runoff water quantity reduction and stormwater pollutant treatment.
- 602.2 Any project that will involve a cumulative land disturbance of one acre or greater, is subject to the conditions of the NYSDEC SPDES, General Permit for Storm Water Discharges from Construction Activities. This requires the filing of a Notice of intent (NOI), the preparation of a stormwater Pollution Prevention Plan (SWPPP), and on-going construction inspections.
- 602.3 All erosion and sedimentation control for a site must be designed and constructed in accordance with the NYSDEC Standards and Specifications for Erosion and Sediment Control. Emphasis is placed on planning practices that minimize soil exposure and disturbance, on site runoff management and on soil stabilization measures.
- 602.4 All post-construction storm water conveyance and treatment practices shall be designed and constructed in accordance with the New York State Stormwater Management Design Manual. Emphasis is placed on planning practices that minimize development footprints and impervious surfaces and on practices that reduce and treat runoff at the source. A legal mechanism for ensuring the future maintenance of all permanent stormwater facilities must be established and approved at the time of project approval by the Town.

Facility Status: The Facility has been designed to comply with this section.

Section 614 Access Driveway Standards

- 614.1 Residential driveways servicing a private home or other single or multiple family residence, shall have a gravel or paved surface not less than ten (10) feet. in width over a gravel base of not less than six (6) inches in depth. Maximum grade shall be 12%.
- 614.2 Commercial driveways servicing a commercial establishment, industry, governmental or educational institution, private utility, hospital, church, apartment building or other comparable traffic generating facility, shall have a gravel or paved surface not less than twelve (12) feet. in width over a gravel base of not less than nine (9) inches in depth. Maximum grade shall be 10%.
- 614.3 No driveway, commercial or residential, shall have a grade in excess of 3% within twenty (20) feet of the edge of pavement of the public road or the entrance to a garage. All driveways, commercial and residential, shall provide adequate turning radii for vehicles entering and exiting the public road.
- 614.4 All driveways shall be located on the property road frontage at a place that provides the maximum visibility at the intersecting highway. The location should meet the minimum stopping sight distance criteria (NYSDOT) for the highway's posted speed limit. All driveways should intersect the highway at right angles. All driveway locations are subject to approval by the highway superintendent for the jurisdiction with control over the highway (NYSDOT, Madison County Highway, Town of Nelson)
- 614.5 Driveway drainage should not flow directly onto the adjacent highway surface. All driveway drainage ditches shall be designed and protected against erosion in accordance with New York Standards and Specification for Erosion and Sediment Control. The need for and the sizing of driveway culverts for roadside drainage ditches shall be determined by the highway superintendent for the jurisdiction with control over the highway. Driveways shall not be located closer than five feet to the side property line.

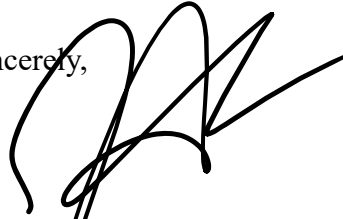
Facility Status: With respect to 614.2, Liberty may need to seek limited relief from these provisions to the extent they are applicable to access roads to utility wind turbines. The Facility has been designed to comply with the other provisions of this section.

Article X: Administration and enforcement of the New York State Uniform Fire Prevention and Building Code Local Law

Facility Status: The Facility will comply with the New York State Uniform Fire Prevention and Building Code. The procedural provisions of this Article which require applications, permits and other approvals and reviews are supplanted by Section 94-C. However, Liberty will work with the Town to enter an arrangement for the Town to perform the review, approval, inspection, and compliance certification, including arrangements made to pay for the costs thereof including the costs for any consultant services necessary due to the complex nature of such facilities.

As noted above, Liberty appreciates the Town's review of this list and looks forward to working with the Town through the 94-c process. Ultimately, we hope that the Town can confirm that we have provided a list of all applicable laws and correctly identified the substantive requirements.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jessica Ansert Klami', with a large, stylized flourish extending from the end.

Jessica Ansert Klami
James A. Muscato, II
Young/Sommer LLC
Attorneys for Liberty Renewables, Inc.

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September 12, 2023

Town of Smithfield
Town Board
5255 Pleasant Valley Road
Peterboro, NY 13035

Re: Hoffman Falls Wind Project, Local Law Consultations

Dear Town Board,

Liberty Renewables, Inc. ("Liberty" or "Applicant") is proposing to construct and operate the Hoffman Falls Wind Project ("Facility" or "Project") an approximately 100-megawatt ("MW") wind powered electric generating facility in the Towns of Fenner, Nelson, Eaton, and Smithfield in Madison, County, New York. The proposed Facility will include the installation and operation of up to 24 wind turbines (3 in the Town of Smithfield), together with the associated electrical collection lines (below ground), access roads, meteorological tower, aircraft detection light systems ("ADLS"), operation and maintenance ("O&M") facility, and collector substation. Liberty will also construct a new point of interconnect ("POI") substation and 115-kV high-voltage loop-in and loop-out transmission lines ("Interconnection Facilities") adjacent to its collector substation. Upon completion, the ownership of these Interconnection Facilities will be transferred to National Grid.

The Facility is consistent with recent State policy encouraging the development of clean energy and renewable resources as a tool in combating climate change, curbing harmful air pollution, and greening New York State's economy. The Facility will also provide an economic stimulus to the area during construction by providing jobs and local contracts for goods and services. During operation, the Facility will offer long-term highly skilled operational positions and significant long-term economic benefits through lease revenue to local landowners and property tax revenue to the community.

In April 2020, New York passed the Accelerated Renewable Energy Growth and Community Benefit Act (the “Act”). The Act is intended to assist New York State in achieving the renewable energy production and greenhouse gas emission reduction goals of the 2019 Climate Leadership and Community Protection Act (“CLCPA”) by creating the Office of Renewable Energy Siting and establishing an expedited process for reviewing renewable energy projects to replace the Article 10 process (“Section 94-c” or “94-c”).

Section 94-c expressly preempts local procedural requirements, such as permits and approvals which would otherwise be required by the host municipalities for construction and operation of the Facility (i.e., site plan, special use permit or variance approvals). However, local substantive requirements (i.e., setbacks, height limits, and sound limits) will still be applied to the Facility by the Office of Renewable Energy Siting (“ORES” or the “Office”) unless it elects to not apply the requirements because it finds them to be unreasonably burdensome in view of the CLCPA targets or inconsistent with the requirements of 19 NYCRR 900.6, the State’s uniform standards and conditions for renewable energy projects.

94-c requires that Liberty consult with local municipalities to determine what local substantive requirements apply to the Facility and whether design changes to the Facility can obviate the need to request the Office elect to not apply those requirements.

Liberty has researched potentially applicable local ordinances, laws, resolutions, regulations, standards and other requirements of a substantive nature required for the construction or operation of the proposed Facility. We have identified the following local laws as having potentially applicable provisions to commercial wind power electricity generation and/or transmission facilities:

- Building And Development Control Local Law Town of Smithfield (as amended By Local Laws 1992-2, 1993-2, 1995-1, 1995-2, 2004-1, 2005-1, 2006-2, 2007-1, 2010-1)
- Local Law No. 2 of 2023 to Amend the Town of Smithfield Building and Development Control Law to Enact a New Article Regulating Wind Energy Facilities within the Town of Smithfield

We appreciate the Town reviewing this list and confirming in writing that there are no other applicable laws and that substantive requirements have been identified.

In addition, this letter is intended to provide you with an overview of the Facility’s compliance with substantive provisions of applicable local laws and what laws, if any, Liberty may seek to waive under Section 94-c.

Local Law Analysis

Building And Development Control Local Law Town of Smithfield (as amended By Local Laws 1992-2, 1993-2, 1995-1, 1995-2, 2004-1, 2005-1, 2006-2, 2007-1, 2010-1)

Liberty has reviewed the Towns Building and Development Law and notes the following are potentially applicable to the Facility:

- ARTICLE III: REGULATIONS APPLICABLE TO ALL PROPERTIES, BUILDINGS AND USES
 - *Sections 3.3B – 3.3D of the Building and Development Law are supplanted by Local Law No. 2 of 2023. Liberty requests the Town confirm no other sections of Article III are applicable to the Facility.*
- ARTICLE IV SUPPLEMENTARY REGULATIONS
 - Section 4.1 Sanitary Facilities

a. All residential, commercial and industrial structures shall have and maintain adequate and sanitary water supplies and sewage disposal systems in accordance with state and local regulations, to include indoor plumbing and adequate and approved septic system or connection to public sewer.

Facility Status: The wind turbines will not include sanitary water or sewage disposal systems; however the Facility will have an operations and maintenance facility with water and sewage facilities to be located in the Town of Fenner.

b. On all premises, any storage or garbage, offal or other noxious domestic wastes that could create a public health nuisance by attracting, feeding or harboring rodents, insects or other animals or by creating an *offensive* odor, shall be stored in a sanitary manner in covered containers and removed from the premises in a regular periodic basis.

Facility Status: The Facility will comply with these requirements.

- ARTICLE VI-A ADMINISTRATION AND ENFORCEMENT OF STATE CODES

Facility Status: The Facility will comply with the New York State Uniform Fire Prevention and Building Code. The procedural provisions of this Article which require applications, permits and other approvals and reviews are supplanted by Section 94-C. However, Liberty will work with the Town to enter an arrangement for the Town to perform the review, approval, inspection, and compliance certification, including arrangements made to pay for the costs thereof including the costs for any consultant services necessary due to the complex nature of such facilities.

- ARTICLE X DRIVEWAYS

Facility Status: The Facility will comply with substantive provisions of this Article for any access roads which will enter Town Roads. The procedural provisions of this Article which require applications, permits and other approvals and reviews are supplanted by Section 94-C. However, Liberty will work with the Town to enter into a Road Use Agreement which will provide for the review and approval of driveways.

Local Law No. 2 of 2023 to Amend the Town of Smithfield Building and Development Control Law to Enact a New Article Regulating Wind Energy Facilities within the Town of Smithfield

SECTION 1. PURPOSE AND INTENT.

Section 1 is procedural and/or it does not contain substantive requirements applicable to the Facility.

SECTION 2. AUTHORITY.

Section 2 is procedural and/or it does not contain substantive requirements applicable to the Facility.

SECTION 3. REPEAL OF CERTAIN PROVISIONS OF LOCAL LAW NO. 1 OF 2009

Section 3 is procedural and/or it does not contain substantive requirements applicable to the Facility.

SECTION 4. AMENDMENT OF THE TOWN OF SMITHFIELD BUILDING AND DEVELOPMENT CONTROL LAW TO ADD A NEW ARTICLE 11 TITLED WIND ENERGY FACILITIES

The Town of Smithfield Building and Development Control Law is hereby amended to add a new Article 11 entitled “Wind Energy Facilities” as follows:

Section 1100-1. Purpose and Intent.

Facility Status: Section 1100-1 is procedural and/or it does not contain substantive requirements applicable to the Facility.

Section 1100-2. Findings.

Facility Status: Section 1100-2 is procedural and/or it does not contain substantive requirements applicable to the Facility.

Section 1100-3. Applicability.

This Article shall apply to all wind energy facilities in the Town of Smithfield which are installed or modified after the effective date of this Article including any Wind Energy Conversion System or Small Wind Energy Conversion System, applied for but not yet approved prior to the date of this Section. All wind energy facilities which are installed or modified after the effective date of this Section shall be in compliance with all of the provisions hereof. Any proposed wind energy facility subject to review by the New York State Board on Electric Generation Siting and the Environment pursuant to Article 10 of the New York State Public Service Law, or the Office of Renewable Energy Siting pursuant to Article 94-c of the New York State Executive Law or any subsequent law, shall be subject to all substantive provisions of this Article 11 and any other applicable provisions of the Town of Smithfield Land Use Regulations and applicable local laws.

Facility Status: Section 1100-3 is procedural and/or it does not contain substantive requirements applicable to the Facility. As explained in this letter the Facility has been designed to comply with the substation provisions of Article 11 to the maximum extent practicable. However, Liberty anticipates requesting waivers of certain sections of the local laws identified below. Throughout the design of the Facility, Liberty has worked to reduce the number of waivers needed to construct and operate the Facility and ensure that the requests are the minimum necessary.

Section 1100-4. Definitions.

Facility Status: Section 1100-4 is procedural and/or it does not contain substantive requirements applicable to the Facility.

Section 1100-5. Wind Energy Conversions Systems (WECS)

A. Permits Required; Transfer; Modifications.

(1) Districts where allowed. Subject to the issuance of site plan approval and a special use permit and other requirements as set forth herein, WECS shall be a permitted use in all areas of the Town of Smithfield except within the Peterboro Hamlet district and the Hamlet Buffer District. WECS is a prohibited use in the Peterboro Hamlet District and the Hamlet Buffer District.

(2) No WECS shall be constructed, reconstructed, modified, or operated in the Town except in compliance with this Article. In the case of any conflict between this Article and any other Town of Smithfield law, rule or regulation, this Article shall supersede any conflicting provision.

(3) Permits required. No person, firm or corporation, or other entity being the owner occupant, or lessee of any land or premises within the Town of Smithfield shall use or permit the use of land or premises for the construction or installation of a WECS without obtaining a building permit, a special use permit and site plan approval as hereinafter provided. The Planning Board is hereby authorized to review and either approve, approve with conditions, or disapprove applications special permits and site plan approvals for WECS.

(4) No Wind Measurement Tower a/k/a Met Tower or LIDAR System shall be constructed, reconstructed, modified, or operated in the Town except pursuant to a special use permit pursuant to this Article.

(5) Exemptions. No permit or other approval shall be required under this Section for mechanical, non-electrical WECS utilized solely for agricultural operations, commonly referred to as "windmills".

(6) Transfer. No transfer of any WECS or a special use permit granted pursuant to this Article, nor sale of the entity owning such WECS including the sale of more than 30% of the stock of such entity (not counting sales of shares on a public exchange), may occur unless the transferee provides to the Town Board written certification that such transferee assumes all obligations of the transferor under any permit issued pursuant to this Article and any other applicable law or ordinance. Notwithstanding the requirements of this Section, replacement in kind or modification of a WECS may occur without Town Board approval when (1) there will, be no increase in Total Height; (2) no change in the location of the WECS; (3) no additional lighting or change in facility color; and (4) no increase in the noise produced by the WECS.

Facility Status: With respect to Section 1100-5(A)(1) no WECS are proposed in the Peterboro Hamlet district and the Hamlet Buffer District. Section 1100-5(A)(2-6) are procedural and/or do not contain substantive requirements applicable to the Facility.

B. Required Submissions for an Application.

Facility Status: The Application requirements in Section 1100-5(B) are procedural and are therefore supplanted by the application requirements contained in Section 94-c.

C. Application Review Process.

Facility Status: The Application review process in Section 1100-5(C) is procedural and is therefore supplanted by the review process under Section 94-c.

D. Standards for WECS.

In addition to all other applicable criteria, the following criteria are hereby established for purposes of granting a special use permit/site plan approval for a WECS:

(1) All power transmission lines from the tower to any building or other structure shall be located underground to the maximum extent practicable.

Facility Status: The Facility will be designed to comply with this requirement.

(2) No television, radio or other communication antennas may be affixed or otherwise made part of any WECS, except pursuant to the Town Code. Applications may be jointly submitted for WECS and telecommunications facilities.

Facility Status: The Facility will be designed to comply with this requirement.

(3) In order to minimize any visual impacts associated with WECS, no advertising signs are allowed on any part of the WECS, including fencing and support structures.

Facility Status: The Facility will be designed to comply with this requirement.

(4) Lighting of tower. No tower shall be lit except to comply with FAA requirements.

Facility Status: The Facility will be designed to comply with this requirement.

(5) Minimum downward directed security lighting for ground level facilities shall be allowed as approved on the site plan.

Facility Status: The Facility will be designed to comply with this requirement.

(6) All applicants shall use measures to reduce the visual impact of WECS to the extent possible. WECS shall use tubular towers. All structures in a project shall be finished in a single, non-reflective matte finished white or gray in color. WECS within multiple WECS project shall be constructed using wind turbines whose appearance, with respect to one another, is similar within and throughout the project, to provide reasonable uniformity in overall size, geometry, and rotational speeds. No lettering, company insignia, advertising, or graphics shall be on any part of the tower, hub, or blades.

Facility Status: The Facility will be designed to comply with this requirement.

(7) The use of guy wires is permitted in connection with small WECS and wind measurement towers only.

Facility Status: The Facility will be designed to comply with this requirement.

(8) All solid waste and hazardous waste and construction debris shall be removed from the project site and managed in a manner consistent with all appropriate rules and regulations.

Facility Status: The Facility will be designed to comply with this requirement.

(9) Sign-off from First Responders/Emergency Medical Service providers shall be provided.

Facility Status: The requirement to obtain "sign off" from First Responders/Emergency Medical Service providers is procedural, nevertheless Liberty will consult with local First Responders/Emergency Medical Service providers as part of the 94-c application process.

(10) WECS shall be designed to minimize the impacts of land clearing and the loss of open space areas. Land protected by conservation easements shall be avoided when feasible. The use of previously developed areas will be given priority wherever possible.

Facility Status: The Facility will be designed to comply with this requirement.

(11) WECS shall be located in a manner that minimizes significant negative impacts on animal species in the vicinity, particularly bird and bat species, including those that may be listed by the U.S. Fish & Wildlife Service as threatened or endangered and those listed as threatened, endangered, and species of concern by the NYS officials.

Facility Status: The Facility will be designed to comply with this requirement.

(12) Wind energy conversion systems shall be located in a manner consistent with all applicable state and Federal wetlands laws and regulations. A plan for clearing and/or grading of the site and a stormwater pollution prevention plan (SWPPP) for the site. The SWPPP shall be filed and recorded in the Madison County Clerk's Office (indexed against the property) by the applicant following Planning Board approval (prior to commencement of construction) and shall provide for access to the Town of Smithfield in the event of a default of the operator's obligations under the SWPPP. The SWPPP shall include a security amount approved by the Town's Consulting Engineer and shall remain in place until decommissioning is complete.

Facility Status: The Facility will be designed in a manner consistent with all applicable state and Federal wetlands laws and regulations. The 94-c Application will include a preliminary stormwater pollution prevention plan (SWPPP) for the site. The remaining requirements of this section are procedural and are otherwise supplanted by Section 94-c and the NYS Department of Environmental Conservation's authority under the State Pollutant Discharge Elimination System (SPDES) Permit.

(13) Storm-water run-off and erosion control shall be managed in a manner consistent with all applicable state and Federal laws and regulations.

Facility Status: The Facility will be designed to comply with this requirement.

(14) The maximum Total Height of any WECS shall be Six Hundred Eighty (680) feet. However, in all instances, the Applicant shall be required to demonstrate that the requested height of the WECS is necessary to achieve the project's objectives.

Facility Status: The Facility will be designed to comply with this requirement.

(15) Any substation used in conjunction with a WECS shall be sited in a manner that will have the least intrusive impact upon adjacent residences and shall be sheltered and/or screened with a physical barrier and/or vegetation in a manner to eliminate its views from such residences. The Planning Board shall assess such siting in accordance with the requirements of this Section and the Town's Comprehensive Plan.

Facility Status: The Facility will be designed to comply with this requirement. The requirement of the Planning Board to assess such requirements is procedural and supplanted by Section 94-c.

(16) Construction of the WECS shall be limited to the hours of 7 A M to 7 PM, Monday through Friday.

Facility Status: 94-c allows for construction and routine maintenance activities to occur between 7 a.m. to 8 p.m. Monday through Saturday and 8 a.m. to 8 p.m. on Sunday and national holidays, with the exception of construction and delivery activities, which may occur during extended hours beyond this schedule on an as-needed basis, and does not apply to vehicles used for transporting construction or maintenance workers, small equipment, and tools used at the facility site for construction or maintenance activities.

Restricting the timing of construction activities to less than allowed under 94-c is unreasonably burdensome as it will delay construction, cause the construction of the Facility to disrupt the community for longer and may ultimately impact the Facility's ability to provide the energy needs of consumers. It is typical in the industry to do construction work at turbine sites during early morning and night hours to take advantage of cooler temperatures and low wind speeds. The low wind speeds are especially important when performing wind turbine erection activities (i.e. tower section and blade installation) because, due to safety concerns, tower sections and blades cannot be installed during high wind conditions. As required under 94-c, if such activities must occur outside the construction hours imposed by 94-c, Liberty would notify, New York State Department of Public Service ("NYSDPS"), the Office, affected landowners and the Town at least twenty-four (24) hours in advance of such activities.

(17) In processing any application for a WECS or in reviewing such project under SEQRA, the Planning Board may consider any applicable policy or guidelines issued by the New York State DEC (i.e., visual impacts, noise impact).

Facility Status: This section is procedural and/or it does not contain substantive requirements applicable to the Facility.

(18) Following construction/installation of the WECS, all disturbed areas where soil has been exposed shall be reseeded with grass and/or planted with low-level vegetation capable of preventing soil erosion and airborne dust and demonstrating established growth. The Applicant

shall provide an Operations and Maintenance Plan which shall include provisions for reseeding and established growth.

Facility Status: The Facility will be designed to comply with this requirement.

(19) Post-construction/installation certification. Following the construction/installation of the WECS, the Applicant shall provide a post- construction/installation certification from a professional engineer registered in New York State that the project complies with any and all applicable codes and industry practices and has been constructed and operating according to the drawings and development plan(s) submitted to the Town.

Facility Status: The certification requirements are procedural and are therefore supplanted by Section 94-c. ORES and the New York State Department of Public Service have certification authority under any Permit which may be issued.

(20) Any WECS project shall meet and comply with the latest version of the National Electric Code for the life of the project. If it is determined that a WECS is causing stray voltage issues, the operator shall immediately take the necessary corrective action to eliminate these problems including relocation or removal of the facilities, or resolution of the issue with the impacted parties. Failure to remedy stray voltage issues is grounds for revocation of the Special Use Permit for the specific WECS causing the problems. Fines for non-compliance will be set by the Town Board and assessed accordingly.

Facility Status: The Facility will be designed to comply with the latest version of the National Electric Code. The remaining requirements of this section are procedural and are otherwise supplanted by Section 94-c.

(21) To the greatest extent possible WECS, together with all above ground facilities, underground cables and wires, and all permanent access roads shall be positioned along existing fence lines, hedge rows or tree rows and/or as near the edge of any fields as possible to minimize the disruption to pastureland or tillable land unless, otherwise allowed by the property owner(s). Following construction, the site shall be graded and seeded and restored to its preconstruction condition or better unless, otherwise allowed by the property owner(s). During construction, the developer shall be required to act consistent with Agricultural Consistency Review under Agriculture and Markets Law, and best agricultural and forestry practices to ensure construction integrity of the site.

Facility Status: The Facility will be designed to comply with this requirement.

E. Required Safety Measures.

(1) Each WECS shall be equipped with both manual and automatic controls to limit the rotational speed of the rotor blade so it does not exceed the design limits of the rotor.

Facility Status: The Facility will be designed to comply with this requirement.

(2) Appropriate warning signs shall be posted. At least one (1) sign shall be posted at least 100 feet from the base of the tower on the tower access road/route warning of electrical shock or high voltage. A sign shall be posted on the entry area fence around each tower or group of towers and any building (or on the tower or building if there is no fence), containing emergency contact information. The Planning Board may require additional signage based on safety needs.

Facility Status: The Facility will be designed to comply with this requirement.

(3) No climbing pegs or tower ladders shall be located closer than twelve (12) feet to the ground level at the base of the structure for freestanding single pole or guyed towers.

Facility Status: The Facility will be designed to comply with this requirement.

(4) The minimum distance between the ground and any part of the rotor or blade system shall be thirty (30) feet.

Facility Status: The Facility will be designed to comply with this requirement.

(5) WECS shall be designed to prevent unauthorized external access to electrical and mechanical components and shall have access doors that are kept securely locked at all times.

Facility Status: The Facility will be designed to comply with this requirement.

(6) Existing snowmobile and/or ATV trails shall be posted, where reasonably necessary, to warn of potential ice throw dangers from the WECS.

Facility Status: The Facility will be designed to comply with this requirement.

F. Traffic Routes.

(1) Construction of WECS pose potential risks because of the large size construction vehicles, hauled materials along with their impact on traffic safety and their physical impact on local roads. Construction and delivery vehicles for WECS and for associated facilities shall use traffic routes established as part of the application review process. Factors in establishing such corridors shall include:

- (a) minimizing traffic impacts from construction and delivery vehicles, including impacts on local residential areas;
- (b) minimizing WECS related traffic during times of school bus activity;
- (c) minimizing wear and tear on local roads; and
- (d) minimizing impacts on local business operations.
- (e) Special use permit conditions may limit WECS-related traffic to specific routes, and include a plan for disseminating traffic route information to the public.

(2) The applicant is responsible for repair of all damages to Town Roads occurring during the construction or maintenance of a WECS to be addressed in a Road Use Agreement, which shall be a condition precedent to issuance of any WECS permit. A cash security (as determined by the Town Board) shall be posted prior to the issuance of any WECS permit in an amount, determined by the Planning Board, sufficient to compensate the Town for any damage to local roads.

Facility Status: The Facility will be designed to comply with the traffic route requirements of Section 1100-5(F). Liberty intends to enter into a Road Use Agreement with the Town to address use of the Town roads during construction or maintenance of the Facility.

G. Setbacks and Noise Standards for WECS.

(1) Setback Requirements. No WECS shall be allowed within the following setbacks. If more than one setback applies, the most restrictive setback shall prevail.

(a) From property lines. A minimum distance of 2.0 times the Total Height of turbine (including blades) from any non-participant's property line, excluding adjoining lot lines of the project participants.

Facility Status: Liberty has designed the Facility to meet the 2.0 times setback to the extent practicable, however waivers may be needed for certain turbine locations. In no event will turbines be closer to non-participating property lines than 1.1 times the turbine height as required under 94-c. Siting constraints such as landowner participation, resource availability, waking effects, sound and shadow flicker minimization, and parcel shape and location may require that turbines are sited closer than 2.0 times the turbine height to non-participating parcel boundaries.

(b) From public road and highways. A minimum distance of 2.0 times the Total Height of turbine (including blades), from any public road and highway.

Facility Status: The Facility will be designed to comply with this requirement.

(c) From public above-ground transmission lines. A minimum distance of 2.0 times the Total Height of turbine (including blades) from any above-ground transmission line greater than 12 kilovolts.

Facility Status: The Facility will be designed to comply with this requirement.

(d) From another WECS turbine. A minimum distance of 2.0 times the Total Height of turbine (including blades) from any other turbine. All power transmission lines from the tower to any building or other structure shall be located underground.

Facility Status: The Facility will be designed to comply with this requirement.

(2) Noise Level Limits and Measurement.

(a) The statistical sound pressure level generated by a WECS shall not exceed L10 - 50 dBA measured at the nearest residence located off the Site. Sites can include more than one parcel of property and the requirement shall apply to the combined properties. If the ambient sound pressure level exceeds 50 dBA, the standard shall be ambient dBA plus five dBA. Independent certification shall be provided before and after construction demonstrating compliance with this requirement.

(b) In the event audible noise due to WECS operations contains a steady pure tone, such as a whine, screech, or hum, the standards for audible noise set forth in § 14(B)(1) shall be reduced by five dBA. A Pure Tone is defined to exist if the 1/3 octave band sound pressure level in the band, including the tone, exceeds the arithmetic average of the sound pressure levels of the two contiguous 1/3 octave bands by five dBA for center frequencies of 500 Hz and above, by eight dBA for center frequencies between 160 Hz and 400 Hz, or by 15 dBA for center frequencies less than or equal to 125 Hz.

(c) In the event the ambient noise level (exclusive of the development in question) exceeds the applicable standard given above, the applicable standard shall be adjusted so as to equal the ambient noise level. The ambient noise level shall be expressed in terms of the highest whole number sound pressure level in dBA, which is exceeded for more than five minutes per hour. Ambient noise levels shall be measured at the exterior of potentially affected existing residences. Ambient noise level measurement techniques shall employ all practical means of reducing the effect of wind generated noise at the microphone. Ambient noise level measurements may be performed when wind velocities at the proposed project Site are sufficient to allow wind turbine operation, provided that the wind velocity does not exceed 30 mph at the ambient noise measurement location.

(d) Any noise level falling between two whole decibels shall be the lower of the two.

Facility Status: The Facility will be designed to comply with these sound requirements. Following construction the Facility will implement a sound testing compliance protocol that will follow the provisions and procedures for post construction noise performance evaluations approved by ORES.

H. Issuance of Special Use Permit/Site Plan.

Facility Status: The Application review process in Section 1100-5(H) is procedural and is therefore supplanted by the review and approval process under Section 94-c.

I. Decommissioning.

(1) If any WECS remains non-functional or inoperative for a continuous period of 1 year, the applicant agrees that, without any further action by the Town Board, it shall remove said system at its own expense as per paragraph (3) below. This provision shall not apply if the applicant demonstrates to the reasonable satisfaction of the Town Board that it has been making good faith efforts to restore the WECS to an operable condition. Nothing in this provision shall limit the Town Board's ability to order a remedial action plan.

(2) Non-function or lack of operation may be proven by reports to the Public Service Commission, NYSEDA or by lack of income generation. The applicant shall make available to a designee (i.e. town engineer, project manager, etc.) appointed by the Town Board, all reports from the purchaser of energy from individual WECS, if requested to prove the WECS is functioning. This designee may also request periodic documentation reporting the power output generated by the WECS.

(3) Decommissioning and Site Restoration Plan and Requirements.

An application for a WECS permit shall include a decommissioning and site restoration plan containing the information and meeting the requirements in this section.

(a) The plan shall provide for the removal from the Project Parcels, and lawful disposal or disposition of all Wind Turbines and other structures, hazardous materials, electrical facilities, and all foundations to a depth of not less than 36 inches below grade. The plan shall provide for the removal of all access roads that the owner of the Project Parcels wants

removed. The plan shall provide for the restoration of the Project Parcels to farmland or forest land of similar condition to that which existed before construction of the WECS.

(b) The plan shall provide for the decommissioning of the site upon the expiration or revocation of the WECS permit, or upon the abandonment of the WECS. The WECS shall be deemed abandoned if its operation is ceased for 12 consecutive months. The operator of the facility shall provide a report no later than the 31st day of January each year providing a summary report of the operation of the facility during the prior calendar year and its operational status as the immediately preceding 31st day of December.

(c) The Plan shall include: (a) the estimated decommissioning cost in current dollars (such amount being subject to the approval of the Town Board); (b) how said estimate was determined; (c) the method of ensuring that funds will be available for decommissioning and restoration; (d) the method that will be used to keep the decommissioning costs current. The Town Board will make arrangements to ensure the fund amount is adjusted annually based on a suitable index such as the "Engineering News Report construction Costs Index" unless the wind developer supplies evidence to the reasonable satisfaction of the Town Board that market conditions have changed.

(d) The plan shall include provisions for financial security to secure completion of decommissioning (removal of non-functional towers and appurtenant facilities) and site restoration. The applicant, or successors, shall continuously maintain a fund payable to the Town of Smithfield, in a form approved by the Town Attorney, and in an amount to be determined by the Town Board for the period of the life of the facility. This fund shall be no less than 150% of the cost of full decommissioning (including salvage value) and restoration in the form of cash on deposit with the Town or cash held in escrow in a New York licensed-financial institution, pursuant to an agreement acceptable to the Town. All decommissioning funding requirements shall be met prior to commencement of construction.

(e) The plan shall include written authorization from the WECS Permittee and all owners of all Project Parcels for the Town to access the Project Parcels and implement the decommissioning and site restoration plan, in the event the WECS Permittee fails to implement the plan. The written authorization shall be in a form approved by the Town.

(f) Use of Decommissioning Fund

- i. Any non-functional or inoperative WECS, or any WECS for which the Permit has been revoked, shall be removed from the site and the site restored in accordance with the approved decommissioning and site restoration plan within 120 days of the date on which the facility becomes non-functional or inoperative, as defined above, and weather permitting, or of the revocation of the permit.
- ii. If removal of the WECS is required and the applicant, permittee, or successor fails to remove the WECS and restore the site in accordance with the approved decommissioning and site restoration plan, the permittee, by accepting the permit, authorizes the Town Board to Contract for such removal and restoration

- and to pay for the removal and restoration from the posted decommissioning and site restoration fund.
- iii. If the fund is not sufficient, the Town shall charge the permit holder for the costs over and above the amount of the fund.

Facility Status: NYS Executive Law § 94-c (6) explicitly preempts local agency's authority to condition the development, design, construction, operation or decommissioning of major renewable energy facilities governed pursuant to Section 94-c. Therefore, any requirement above to review or approve decommissioning activities or requirements is supplanted by Section 94-c.

As part of the 94-c process, Liberty will prepare a Decommissioning and Site Restoration Plan for site restoration in accordance with 19 NYCRR § 900-2.24 and § 900-6.6, which will include plans for removal of turbines in the event of abandonment and will include a net decommissioning and site restoration estimate to be allocated between the Towns based on the estimated costs associated with removal and restoration of the facilities within each Town. With respect to the decommissioning amount, Liberty is still reviewing the anticipated costs for decommissioning, however, Liberty notes that the Town's requirement for decommissioning security exceeds the ORES requirement for decommissioning by 35%, this would cause the decommissioning estimate to overestimate costs, causing additional costs to the Facility in the form of the financial security, which creates a financial disincentive with little to no actual benefit to the community, therefore Liberty may seek a waiver of this provision. To the extent other provisions of the Town's decommissioning requirements conflict with the requirements of Section 94-c Liberty may also request a waiver of those provisions as well.

J. Insurance.

Facility Status: The insurance provisions in Section 1100-5(J) are procedural and therefore supplanted by Section 94-c.

K. Limitations on Approvals.

Facility Status: Section 1100-5(K) is procedural and is therefore supplanted by Section 94-c.

L. Permit Revocation.

Facility Status: The permit revocation process in Section 1100-5(L) is procedural and is therefore supplanted by the permit compliance and review process under Section 94-c.

M. Miscellaneous.

(I) WECS Escrow Account. The Applicant shall pay to the Town a non- refundable Application Fee as set by Town Board resolution, but in any event not less than \$35,000.00. The Town Board and Planning Board reserve the right to obtain engineering, economic impact, environmental impact, or reasonable charges of other reasonable professional services to aid it in the review of any submitted WECS application. These costs are solely the responsibility of the Applicant and (and other expenses incurred by the Town) are reimbursable only from the Escrow Account, not the Application Fee.

Facility Status: The escrow account in Section 1100-5(M) is procedural and is therefore supplanted by Section 94-c. Pursuant to 19 NYCRR 900-5, Liberty will submit with the 94-c Application \$1,000 dollars for each MW of capacity for local agencies and potential community intervenors. Any local agency or potential community intervenor can submit a request to the Office for funding within thirty (30) days of the date of the application filing. By regulation, 75% of the local agency account funds shall be reserved for local agencies.

(2) Road remediation. The applicant shall be responsible for remediation of any public roads or other public property damaged, during the construction of and/or completion of the installation (or removal) of any WECS projects approved pursuant to this Article. The Code Enforcement Officer is hereby authorized and directed to ensure a public improvement (road repairs) bond (subject to the same bond ratings and financial surety requirements as the decommissioning bond described in §1201.7(O)(5)) be posted prior to the issuance of any building permit in an amount sufficient to compensate the Town for any damage to local roads that is not corrected by the applicant. The Highway Superintendent or Town Engineer is authorized to consult with any necessary professional to determine or confirm the bond amount all at the sole cost and expense of the applicant. Applicant shall, upon authorization by the Town Code Enforcement Officer, file and record the original performance bond in the Town Clerk's Office.

Facility Status: The requirement for a road repair bond is procedural and is therefore supplanted by Section 94-c. Nevertheless, the Applicant will work with the Town of Smithfield to enter into a Road Use Agreement with the Town to address the use and remediation of Town roads as a result of the construction of the Facility.

N. Application Fees, Professional Fees, PILOT and Host Community Benefit Agreement.

(1) Non-refundable Application Fees shall be established and amended by resolution of the Town Board.

(2) NOTE, THERE IS NO NUMBER 2.

(3) Special Use Permits/Site Plan. The review of permits for WECS require expertise and will require the Town to engage the services of professional consultants such as attorneys and engineers, the expenses for which cannot be accurately established in advance. Therefore, in addition to the above, the applicant shall be responsible for all of the Town's reasonable expenses incurred in the permit review process including the review required by SEQRA, and the costs of decommissioning the WECS and such expenses include, but are not limited to, all administrative costs, attorney's fees and engineering fees, and the applicant shall be required to enter into an escrow agreement with the Town in advance of such review to provide for the payment of such costs and expenses of review as agreed by the parties,

(4) In every instance of a WECS application, the Applicant shall be required to propose a Payment in Lieu of Tax ("PILOT") Agreement. The Applicant shall also comply with the notice requirements of NYS Real Property Tax Law Section 487. The Applicant will then contact the Town's legal counsel to negotiate the terms of said Agreement.

(5) In addition to a PILOT Agreement, the Applicant shall propose to the Town, on WECS projects involving 1 megawatt and above of rated energy output capacity, a Host Community Agreement benefit package for consideration by the Town Board as part of the approval process. Once the application package materials are deemed complete and while the Planning Board is completing its review, the project application shall be referred to the Town Board to decide on the completion and terms of a Host Community Agreement. This Agreement shall be in addition to a PILOT Agreement.

Facility Status: The fees and agreements required under Section 1100-5(N) are procedural and are therefore supplanted by Section 94-c. Nevertheless, Liberty anticipates negotiating a PILOT Agreement and Host Community Agreement with the Town. In addition, pursuant to 19 NYCRR 900-5, Liberty will submit with the 94-c Application \$1,000 dollars for each MW of capacity for local agencies and potential community intervenors. Any local agency or potential community intervenor can submit a request to the Office for funding within thirty (30) days of the date of the application filing. By regulation, 75% of the local agency account funds shall be reserved for local agencies.

O. Inspections.

(1) WECS shall not begin operation until all approvals required under this Section are obtained and all required certifications are provided.

(2) Following the issuance of any approval required under this Section, the Planning Board or its designee shall have the right to enter onto the Site upon which a WECS has been placed, at reasonable times in order to inspect such facility and its compliance with this Section 1100 and any approval and included conditions.

(3) After undertaking such inspection, the Planning Board or its designated representative shall provide notice of any non-compliance with the terms of this Section or the conditions of approval of any permit issued hereunder, and shall provide the owner or applicant with a reasonable time frame to cure such violation, such timeframe to be determined based upon the seriousness of the violation, its impact upon public safety, and the impact of the violation upon residents of the Town.

Facility Status: The inspection provisions in Section 1100-5(O) are procedural and/or do not contain substantive provisions and are therefore supplanted by Section 94-c. ORES and the New York State Department of Public Service have inspection authority under any 94-c Permit which may be issued.

P. Construction Related Damage.

The owner of every WECS constructed pursuant to this Section shall repair or replace all real or personal property, public or private, damaged during the construction of such facility attributable to the Applicant or its designee, employee or agent.

Facility Status: The Facility will be designed to comply with this requirement.

Q. Fiscal Responsibility.

No transfer of any WECS or permit, or sale of the entity owning such facility, including the sale of more than 30% of the stock of such entity (not counting sale of shares on a public exchange) shall occur without written acceptance by such entity of the obligations of the permittee under this Section and the terms of the permit. Any such transfer shall not eliminate the liability of any entity for any act occurring during its ownership or status as permittee.

Facility Status: The transfer provisions in Section 1100-5(Q) are procedural and are therefore supplanted by Section 94-c.

R. Certification.

Prior to operation of any approved and constructed WECS, the applicant must provide a certification that the project complies with applicable codes, industry practices and conditions of approval (where applicable).

Facility Status: The certification provisions in Section 1100-5(R) are procedural and are therefore supplanted by Section 94-c. ORES and the New York State Department of Public Service have certification authority under any Permit which may be issued.

S. Made in America Requirements.

All WECS shall be required to utilize components and materials made and manufactured in the United States of America.

Facility Status: The wind turbine industry relies on a global supply chain for components such as wind turbine blades, generators, and control systems. While some components may be manufactured in the United States, many of these components are specialized and require advanced manufacturing that is only available outside of the United States. As of 2022 only one of the top 10 wind turbine manufacturers in the world was headquartered in the United States, the other nine are located throughout Europe and China. Even GE, which is headquartered in Boston, relies on parts manufactured in other countries. As such Liberty will need to seek a waiver of this provision.

Section 1100-6. Wind Measurement Towers.

A. Wind Site Assessments. As a wind site assessment is typically conducted to determine the wind speeds and the feasibility of using particular Sites, installation of Wind Measurement Towers, also known as anemometer ("Met") towers, shall be permitted in accordance with this Section and the provisions of Section 1100-5 and subject to approval by the Planning Board.

Facility Status: The requirements for approval in Section 1100-6(A) are procedural and are therefore supplanted by Section 94-c.

B. Applications for Wind Measurement Towers. An application for a Wind Measurement Tower shall include, unless waived by the Planning Board:

Facility Status: The requirements for applications in Section 1100-6(B) are procedural and are therefore supplanted by Section 94-c.

C. Standards for Wind Measurement Towers

(1) The distance between a Wind Measurement Tower and the property line shall be at least one point five (1.5) times the Total Height of the tower. Sites can include more than one piece of property and the requirement shall apply to the combined properties. Exceptions for neighboring property are also allowed with the consent of those property owners.


Facility Status: The Facility will be designed to comply with this requirement.

(2) Special use permits for Wind Measurement Towers may be issued for a period of up to two (2) years. Permits shall be renewable upon application to the Planning Board in accordance with the procedure of this Section.

Facility Status: Section 1100-6(C)(2) is procedural and is therefore supplanted by Section 94-c. Any permanent Wind Measurement Towers in the Town will be permitted by ORES under the Permit.

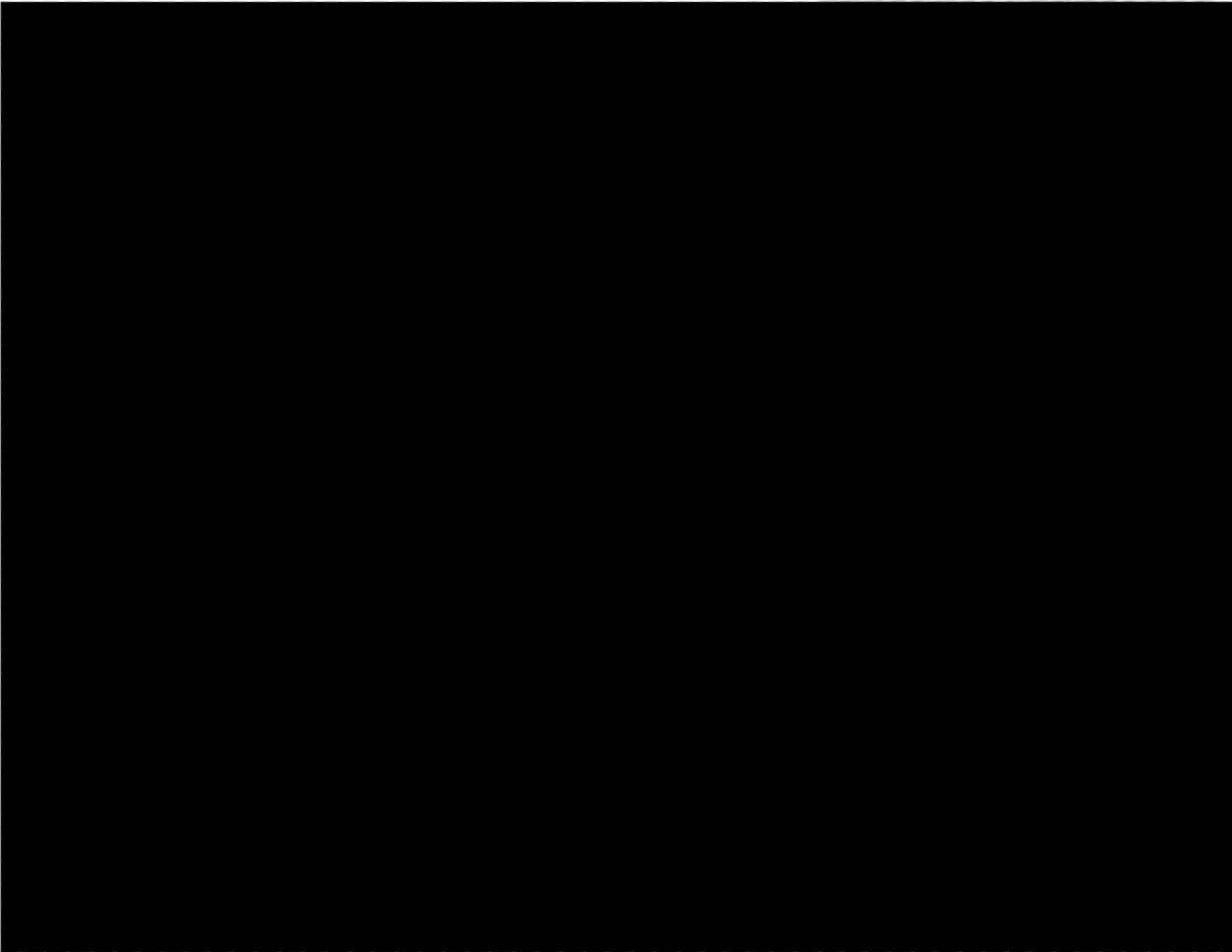
As noted above, Liberty appreciates the Town's review of this list and looks forward to working with the Town through the 94-c process. Ultimately, we hope that the Town can confirm that we have provided a list of all applicable laws and correctly identified the substantive requirements.

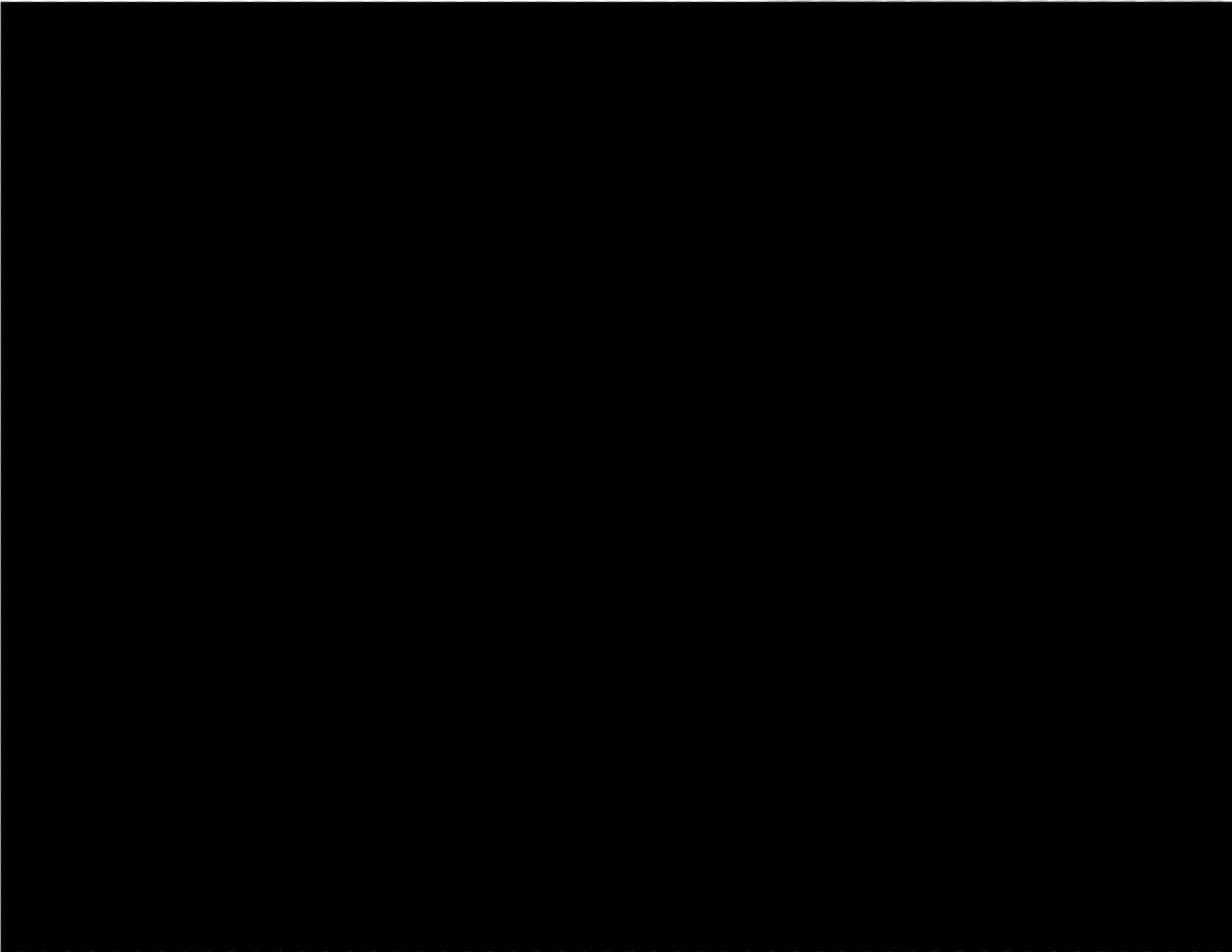
Sincerely,

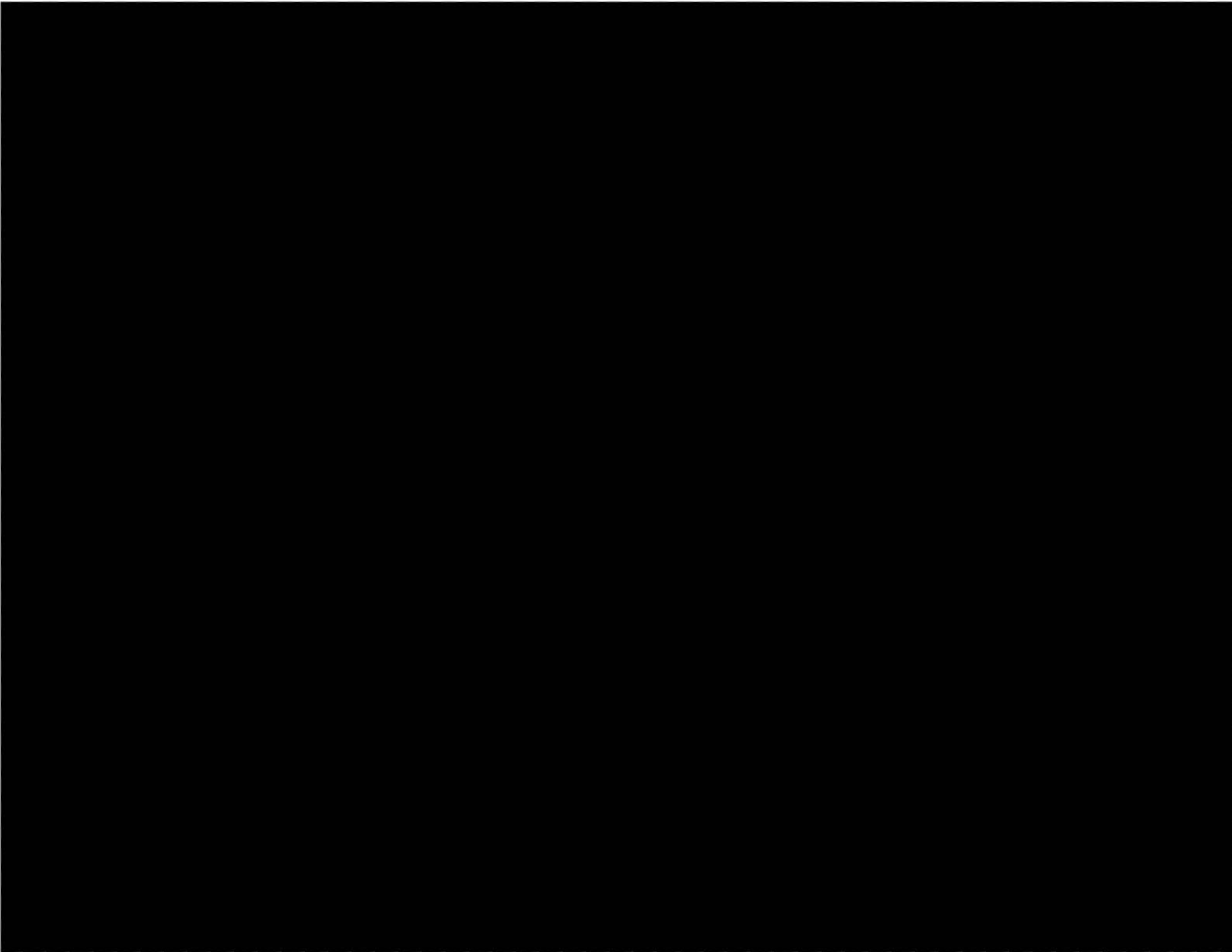


Jessica Ansert Klami
James A. Muscato, II
Young/Sommer LLC
Attorneys for Liberty Renewables, Inc.

October 2023 Open House Materials







YOU'RE INVITED!



PUBLIC OPEN HOUSE FOR HOFFMAN FALLS WIND

THURSDAY, OCTOBER 19, 2023 | 3:00 PM - 6:00 PM

NICHOLS POND COUNTY PARK

5797 NICHOLS POND ROAD, CANASTOTA, NY 13032

Proposed Project

24 Turbines

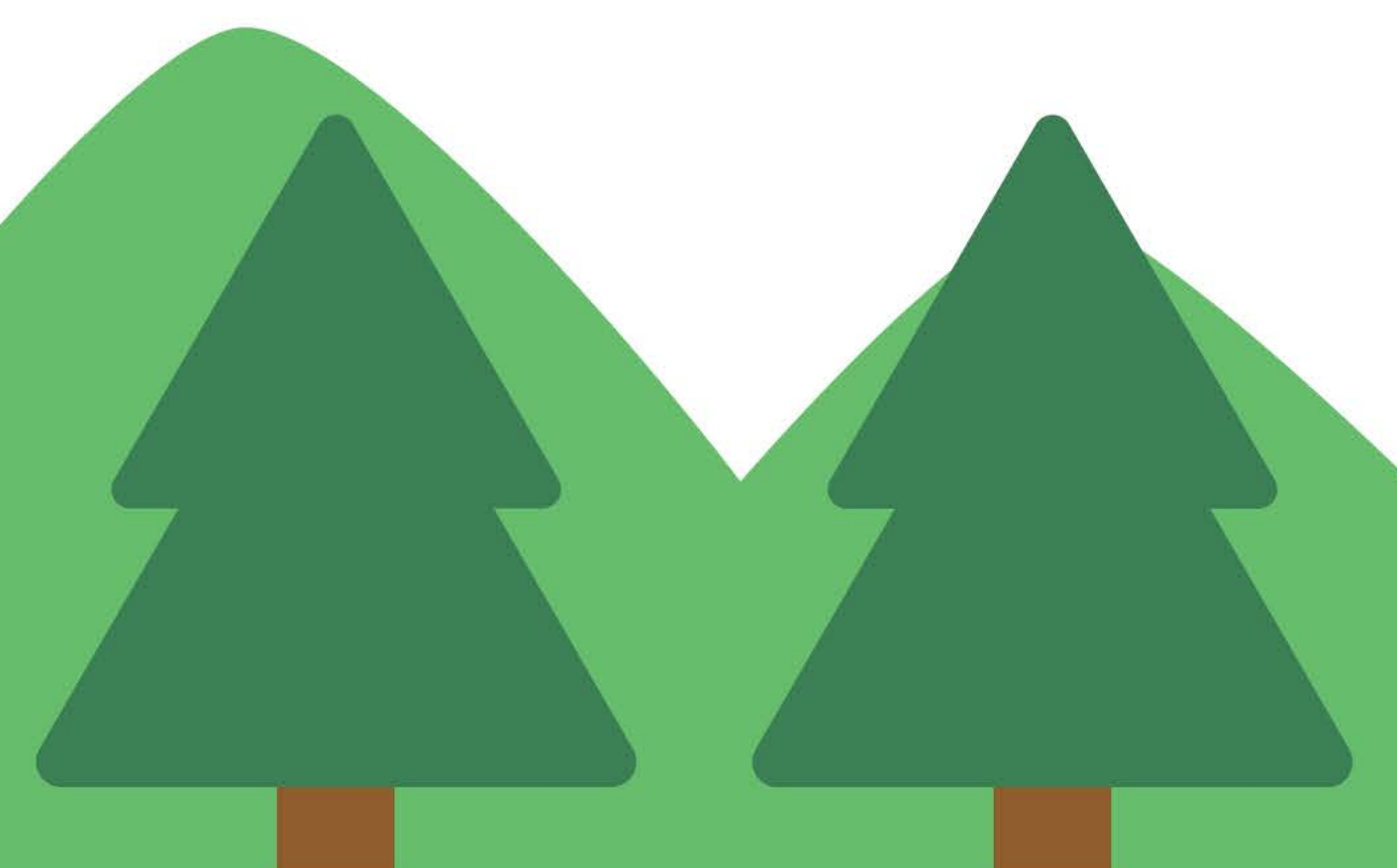
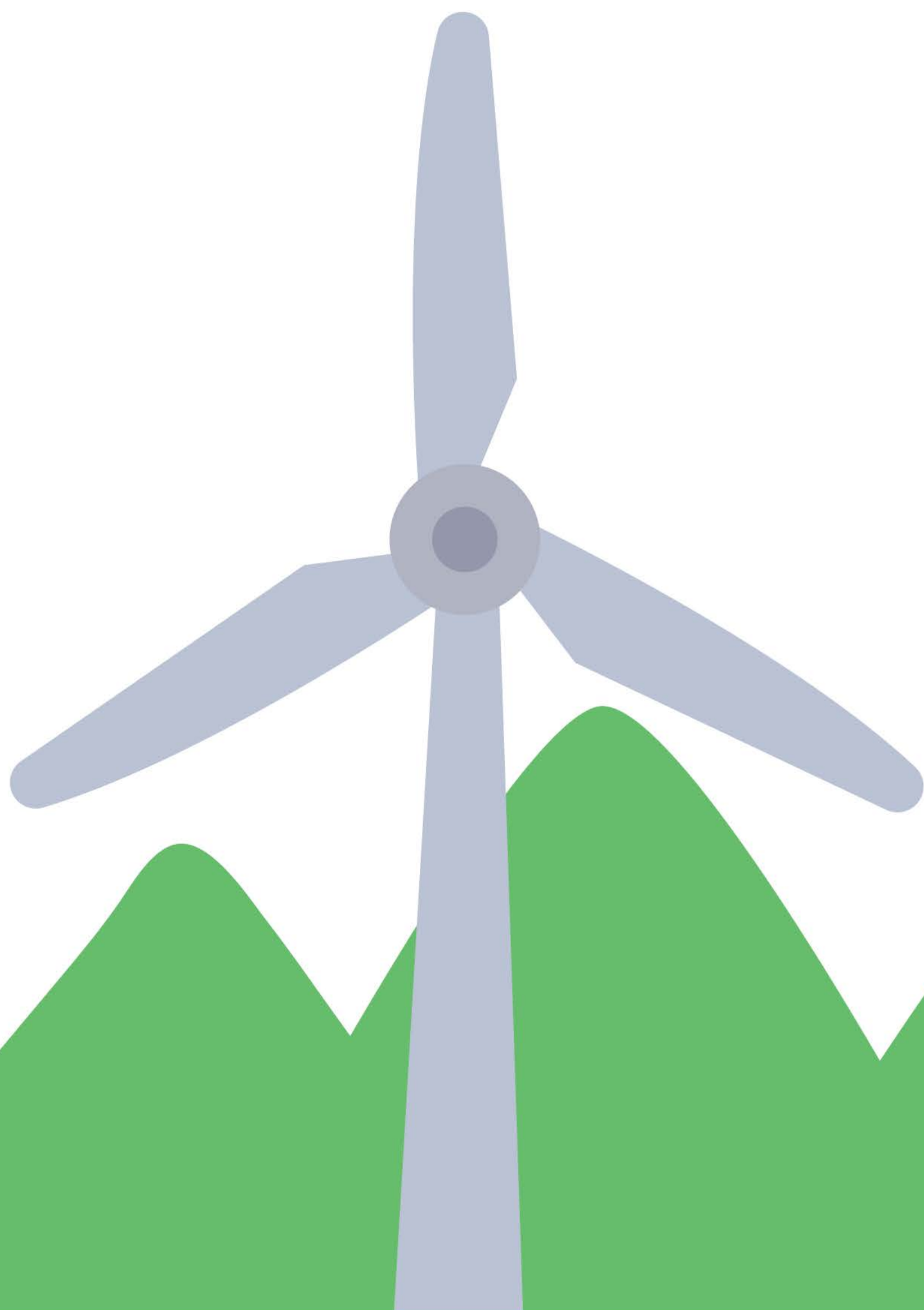
Liberty Renewables is a wind energy company based in Albany, NY. We are developing the Hoffman Falls Wind Energy Project in the Towns of Fenner, Nelson, Eaton, and Smithfield.

Total Capacity

100 MW

The purpose of this Open House is to inform the public about the proposed project and anticipated Section 94-c application date. Information will also be provided regarding the future availability of local agency account funds, including the requirement to submit a request for initial funding within thirty (30) days of the date of application filing. Please visit ores.ny.gov/resources for more information on local agency account funds.

Liberty staff and regional experts will be available during this event to provide information, answer questions, and address any concerns. Residents of all ages from Fenner, Nelson, Eaton, Smithfield, and beyond are welcome. Food and drink will be provided. We hope to see you there!



YOU'RE INVITED!

WHAT

Liberty Renewables is hosting a public Open House for the Hoffman Falls Wind Energy Project that is under development in the Towns of Fenner, Nelson, Eaton, and Smithfield.

WHEN

Thursday, October 19, 2023
3:00pm - 6:00pm

WHERE

Nichols Pond County Park
5797 Nichols Pond Road
Canastota, NY 13032



WHO

Residents of all ages from Fenner, Nelson, Eaton, Smithfield, and beyond are welcome. Liberty staff and regional experts will be available to provide information, answer questions, and address any concerns.

WHY

The purpose of the Open House is to inform the public about the proposed project and anticipated Section 94-c application date. Information will also be provided regarding the future availability of local agency account funds, including the requirement to submit a request for initial funding within thirty (30) days of the date of application filing. Please visit ores.ny.gov/resources for more information on local agency account funds.

The team hopes to see you there!



Liberty Renewables Inc.
90 State Street
Albany, NY 12207
liberty-renewables.com

STATE OF NEW YORK
OFFICE OF RENEWABLE ENERGY SITING

Application of Liberty Renewables Inc., for a Permit Pursuant to Section 94-c of the New York State Executive Law to Construct a Major Renewable Energy Generation Facility to be Located in the Towns of Fenner, Nelson, Eaton, and Smithfield, Madison County, New York

AFFIDAVIT OF SERVICE

Matter No. 23-00038

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

Sarah Hodges, being duly sworn, deposes and says that on the 6th day of October 2023, via USPS First Class Mail, they mailed one (1) printed paper copy of the notice attached hereto as Affidavit Attachment 1, to deliverable addresses on the address list attached hereto as Affidavit Attachment 2, which was provided to the undersigned for the purpose of this mailing, and which they were informed includes the addresses of landowners residing within five (5) miles of the proposed Hoffman Falls Wind Facility.

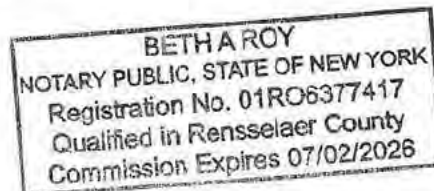
Sarah Hodges
SIGNATURE

Sarah Hodges
PRINT NAME

~~Data~~ Networking Marketing
PRINT COMPANY NAME
dbr The Mailworks

Sworn to me before me this
24th day of October 2023

Beth A Roy
Notary Public



The Post-Standard

LEGAL AFFIDAVIT



YOUNG SOMMER LLC
5 PALISADES DR
ALBANY NY 12205

NAME: YOUNG SOMMER LLC

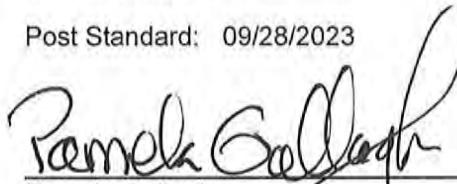
Sales Rep: Pamela Gallagher

Account Number: 1000858512
INV#: 0010750283

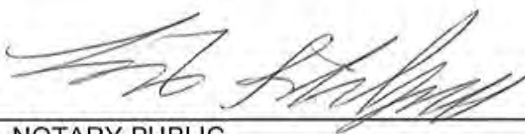
Date	Position	Description	Ad Size
09/28/2023	MAIN ROP NY	Hoffman Falls Wind Energy Project Open House	3 x 10.25"

State of New York, County of Onondaga ss. Pamela Gallagher, of the City of Syracuse, in said County, being duly sworn, doth depose and says: this person is the Principal Clerk in the office of THE POST-STANDARD, a public newspaper, published in the City of Syracuse, Onondaga County, New York and that the notice, is an accurate and true copy of the ad as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following days, viz.:

Post Standard: 09/28/2023



Pamela Gallagher
Principal Clerk
An Authorized Designee of the President, Timothy R. Kennedy
Subscribed and sworn to before me on September 28, 2023.



NOTARY PUBLIC

LOIS ROTCHFORD
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RO6395132
Qualified in Onondaga County
My Commission Expires 7/22/2027

YOU'RE INVITED

WHAT

Liberty Renewables is hosting a public Open House for the Hoffman Falls Wind Energy Project that is under development in the Towns of Fenner, Nelson, Eaton, and Smithfield.

WHEN

Thursday, October 19, 2023
3:00pm - 6:00pm

WHERE

Nichols Pond County Park
5797 Nichols Pond Road
Canastota, NY 13032



WHO

Residents of all ages from Fenner, Nelson, Eaton, Smithfield, and beyond are welcome. Liberty staff and regional experts will be available to provide information, answer questions, and address any concerns.

WHY

The purpose of the Open House is to inform the public about the proposed project and anticipated Section 94-c application date. Information will also be provided regarding the future availability of local agency account funds, including the requirement to submit a request for initial funding within thirty (30) days of the date of application filing.

Please visit ores.ny.gov/resources for more information on local agency account funds.

The team hopes to see you there!



Liberty Renewables Inc.

90 State Street, Suite 700 Albany, NY
12207 liberty-renewables.com

ONONDAGA COUNTY HOUSING INITIATIVE PROGRAM

Company	Project	Location	Description	Award
Christopher Community	La Madre Landing	Baldwinsville	52 units/affordable multifamily	\$250,000
iHome Property Management	Colvin Commons	126 E. Colvin St.	6 units/affordable housing/office space	\$30,000
Sciuga Custom Builders	Velasko Village	Onondaga	8 units/ranch homes	\$40,000
Minoa Villas	Rental Homes	Minoa	86 units/single-family rental homes	\$250,000
Paramount Realty	Dey's Plaza	Syracuse	22 apartments	\$110,000
Stephens Estate LLC	2520 South Salina	2520 S. Salina St.	8 units/4-bedroom, 2-bath apartments	\$40,000
Calico Management	Minoa Apartments	Minoa	48 units/market rate	\$240,000
VIP Structures	Webster's Landing	Syracuse	34 Units/market rate	\$170,000
Skinner Companies	The Taft	Eastwood	28 units/market rate	\$140,000
Syracuse Bread Factory LLC	The Bread Factory	200 Maple St.	28 units/market rate /commercial space	\$140,000
Icon Companies	Ender's Road	Manlius	18 units/market rate/office space	\$90,000
Salina 1st LLC	Salina 1st	Syracuse	24 Units/market rate/retail, office space	\$120,000
Cueva Contract Inc	1641 E. Genesee St.	Syracuse	17 units/mixed income/retail,warehouse	\$85,000
Marion Garden Apts. LLC	Townhomes	Van Buren	14 units	\$70,000
Total			393 Units	\$1,775,000

SYRACUSE

Former school gets help to become apartments

Jeremy Boyer jboyer@syracuse.com

A project to convert a former school in the Eastwood neighborhood of Syracuse into apartments is among the big winners in a new round of housing grants announced this week by Onondaga County Executive Ryan McMahon.

The county executive came to the old Taft School building, which for many years has been home to the American Legion Post 1276, to announce grants under the \$10 million Onondaga County Housing Initiative Program launched last winter. That included \$140,000 for the Eastwood project called The Taft.

Developer Stephen Skinner has been working on the project at the school building at Nichols Avenue and James Street for more than a year. He plans to create 28 market-rate apartments in a project with an estimated price tag of \$5 million to \$6 million.

In a Facebook post, Skinner said the project will be coming online in the next



The Taft School in Eastwood opened in 1907 and closed in 1964. American Legion Post 1276 has occupied it since the 1970s. Rick Moriarty, rmoriarty@syracuse.com

one to two years. The Legion is planning to move to a different nearby property that better fits its current needs.

That grant was one of 11 new projects announced Monday. Along with three others announced during McMahon's State of

the County address in March, the county program now has awarded a combined \$1.78 million so far for projects that promise to create 393 units of new housing. The county legislature last year approved the program's funding, which came from the county's budget surplus.

McMahon said there is already an unmet need for quality housing and that will grow as the Micron microchip manufacturing campus in Clay gets built out, bringing thousands of new residents to the area. He said OCHIP is aiming to help projects targeting all levels of affordability.

"The primary goal is to ensure that we took a holistic approach to address the housing demand, but just as important, investing in a diversity of housing options to accommodate the current and future demand," he said. "Especially right now, because of the lack of inventory, rents are increasing at rapid rates. While growth is good, we do need to create levels of affordability."

LISTS

Five Upstate schools make 2023 rankings

Sunny Hernandez ahernandez@nyup.com

What is the best college in Upstate New York?

The 2024 U.S. News & World Report list of the best colleges in America has been released, ranking schools on a variety of factors. New this year the methodology had some changes and some longstanding factors were eliminated while others were added.

Part of the new criteria was first-generation graduation rates, first-generation graduation rate performance and proportion of college graduates earning more than a high school graduate.

Here are the five Upstate schools which topped the rankings:

No. 12: Cornell University, Ithaca, moved up a few spots from its 17 ranking last year. The school also ranked on the list of best value schools (20), best undergraduate engineering programs (10) and best business programs (8).

No. 47: University of Rochester dropped slightly from last year's 36 ranking. It placed 30 in best value schools and 23 in nursing degrees.

No. 60: Rensselaer Polytechnic Institute, Troy, was also ranked for best undergraduate engineering programs (34) and best colleges for veterans (94).

No. 67: Syracuse University tied with several other institutions and was also ranked for best value schools (77), best colleges for veterans (40), best undergraduate teaching (65) and study abroad (10).

No. 73: Binghamton University moved up 10 spots in this year's overall ranking. The school was ranked in top public schools (34), best value schools (85) and best colleges for veterans (43).

Other schools to make the top 100 list from Upstate NY are University at Buffalo (#76) and Rochester Institute of Technology (#98).

Upstate New York schools which ranked in the top 10 for best colleges in New York for veterans, include LeMoyne College (4), SUNY New Paltz (8) and SUNY Polytechnic Institute in Utica (9).

YOU'RE INVITED

WHAT

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The team hopes to see you there!



Liberty Renewables Inc.
90 State Street, Suite 700 Albany, NY
12207 liberty-renewables.com

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*Certain conditions apply. 11/07/23/95-01

Hearing Loss and OTOTOXIC MEDICATIONS

Ototoxicity refers to drug or chemical damage to the cochlea of the inner ear, which is responsible for hearing. The inner ear is so sensitive to changes that certain medications can cause hearing loss, tinnitus, or balance issues.

Medications that are Ototoxic

- Ibuprofen (Advil/Motrin)
- Naproxen (Aleve)
- Acetaminophen (Tylenol)
- Aminoglycoside antibiotics
- Chemotherapy drugs (cisplatin/carboplatin)

While pain relievers such as **Advil**, **Aleve**, and **Tylenol** are okay to take in moderation, daily consumption could potentially lead to hearing loss.

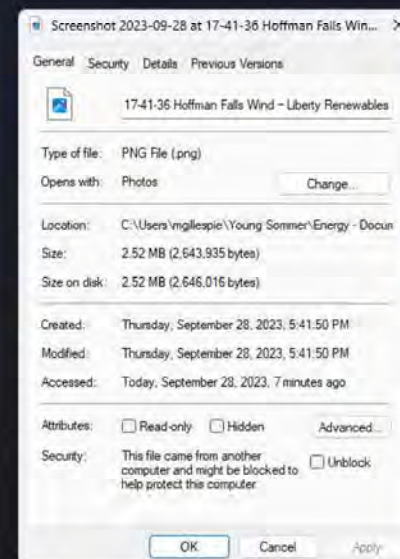
If you take any medications that can affect hearing, contact **Hearing Aid Consultants of CNY** today at (607) 307-4955 to schedule a hearing screening!

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*Restrictions Apply



Screenshot 2023-09-28 at 17-41-36 Hoffman Falls Wind - Liberty Renewables.png



Hoffman Falls Wind - Liberty

<https://liberty-renewables.com/hoffmanfallswind/>

[ABOUT](#)
[OUR TEAM](#)
[OUR PROJECTS](#)
[RESOURCES](#)
[CONTACT](#)

Hoffman Falls Wind

A new era for wind energy in Central New York

Project Details

24

TURBINES

100

MEGAWATTS

YOU'RE INVITED!

PUBLIC OPEN HOUSE

FOR HOFFMAN FALLS WIND

THURSDAY, OCTOBER 19, 2023 | 3:00 PM - 6:00 PM

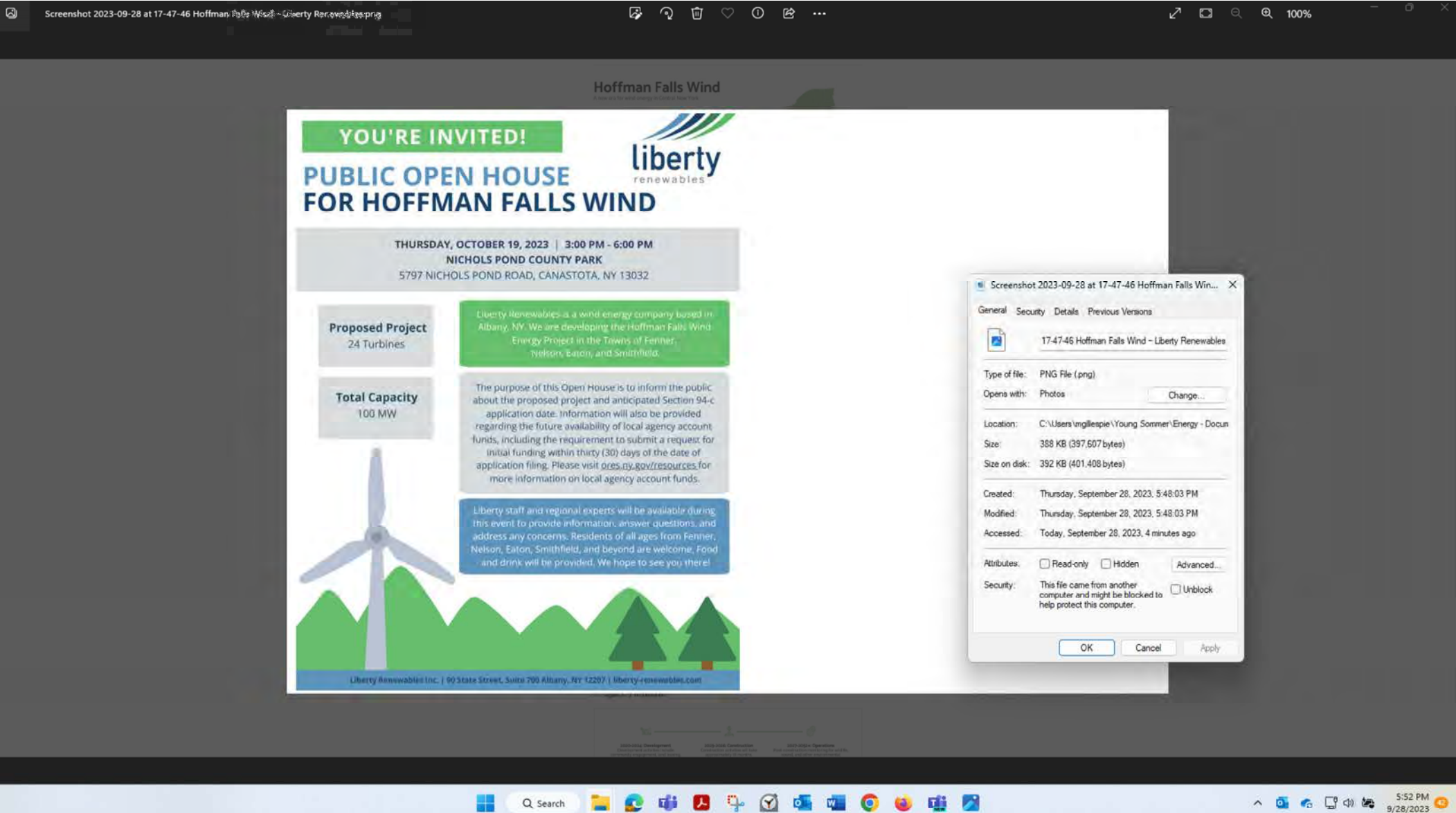
NICHOLS POND COUNTY PARK

5797 NICHOLS POND ROAD, CANASTOTA, NY 13032

[Click here to learn more!](#)

5:42 PM

9/28/2023



AFFIDAVIT

The State of New York)
) S.S.
 County of Madison)

I, KJL Communications, LLC, dbaHI, Neighbor, of Erieville, NY, in Madison, New York, MAKE OATH AND SAY THAT:

1. The attached announcement ("You're Invited!" for Liberty Renewables was published in the 10/02/2023 issue of the HI, Neighbor newspaper, distributed throughout Madison County, NY.

~~STATE OF NEW YORK~~
 FLORIDA
~~COUNTY OF MADISON~~
 SUMTER

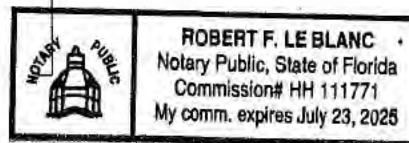
SUBSCRIBED AND SWORN TO BEFORE
 ME, on the 2nd day of
OCTOBER, 2023

Signature

 NOTARY PUBLIC
 My Commission expires:
07/23/2025


 (Signature)

KJL Communications, LLC, dbaHI,
 Neighbor



Find Us In 100+ Store Drop Locations, Online At www.hineighborcnny.com or Get Our Digital Edition By Email Subscription

YOU'RE INVITED!

WHAT

Liberty Renewables is a 100% solar power company. We are looking for qualified individuals to join our team. We offer a competitive salary and benefits package. If you are interested, please contact us at 315-655-9431.

WHEN

Thursday, October 2, 2023
10:00 AM - 12:00 PM

WHERE

Madison County, NY
12007



WHO

Liberty Renewables is a 100% solar power company. We are looking for qualified individuals to join our team. We offer a competitive salary and benefits package. If you are interested, please contact us at 315-655-9431.

WHY

Liberty Renewables is a 100% solar power company. We are looking for qualified individuals to join our team. We offer a competitive salary and benefits package. If you are interested, please contact us at 315-655-9431.

The team hopes to see you there!



Liberty Renewables Inc.
90 State Street, Suite 700
Albany, NY 12207
liberty-renewables.com

DOING BUSINESS LOCALLY MAKES BETTER COMMUNITIES

The Spats



by Jeff Pickering

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YOU'RE INVITED!

WHAT

Liberty Renewables is hosting a public Open House for the Hoffman Falls Wind Energy Project that is under development in the Towns of Fenner, Nelson, Eaton, and Smithfield.

WHEN

Thursday, October 19, 2023
3:00pm - 6:00pm

WHERE

Nichols Pond County Park
5797 Nichols Pond Road
Canastota, NY 13032



WHO

Residents of all ages from Fenner, Nelson, Eaton, Smithfield, and beyond are welcome. Liberty staff and regional experts will be available to provide information, answer questions, and address any concerns.

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The purpose of the Open House is to inform the public about the proposed project and anticipated Section 94-c application date. Information will also be provided regarding the future availability of local agency account funds, including the requirement to submit a request for initial funding within thirty (30) days of the date of application filing. Please visit ores.ny.gov/resources for more information on local agency account funds.

The team hopes to see you there!



Liberty Renewables Inc.
90 State Street, Suite 700
Albany, NY 12207
liberty-renewables.com

DOING BUSINESS LOCALLY MAKES BETTER COMMUNITIES

The Spats



by Jeff Pickering

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STATE OF NEW YORK
OFFICE OF RENEWABLE ENERGY SITING

Application of Liberty Renewables Inc., for a Permit Pursuant to Section 94-c of the New York State Executive Law to Construct a Major Renewable Energy Generation Facility to be Located in the Towns of Fenner, Nelson, Eaton, and Smithfield, Madison County, New York

AFFIDAVIT OF SERVICE
Matter No. 23-00038

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

John Brady, being duly sworn, deposes and says that on the 5th day of October 2023, via USPS First Class Mail, they mailed one (1) printed paper copy of the notice attached hereto as Affidavit Attachment 1, to the Office of Renewable Energy Siting (ORES), state legislators representing the district in which the proposed facility is to be located, the Madison County Administrator, the Fenner Town Supervisor, the Nelson Town Supervisor, the Eaton Town Supervisor, the Smithfield Town Supervisor, the Fenner Town Hall, the Nelson Town Hall, the Eaton Town Hall, the Smithfield Town Hall, and the local public library.


SIGNATURE

John Brady
PRINT NAME

Constructive Copy
PRINT COMPANY NAME

Sworn to me before me this
5th day of October 2023


Notary Public

TERRY I. JOSLIN
Notary Public, State of New York
Qualified in Saratoga County
My Commission Expires 1/31/26

AFFIDAVIT ATTACHMENT 1

YOU'RE INVITED!



PUBLIC OPEN HOUSE FOR HOFFMAN FALLS WIND

THURSDAY, OCTOBER 19, 2023 | 3:00 PM - 6:00 PM

NICHOLS POND COUNTY PARK

5797 NICHOLS POND ROAD, CANASTOTA, NY 13032

Proposed Project

24 Turbines

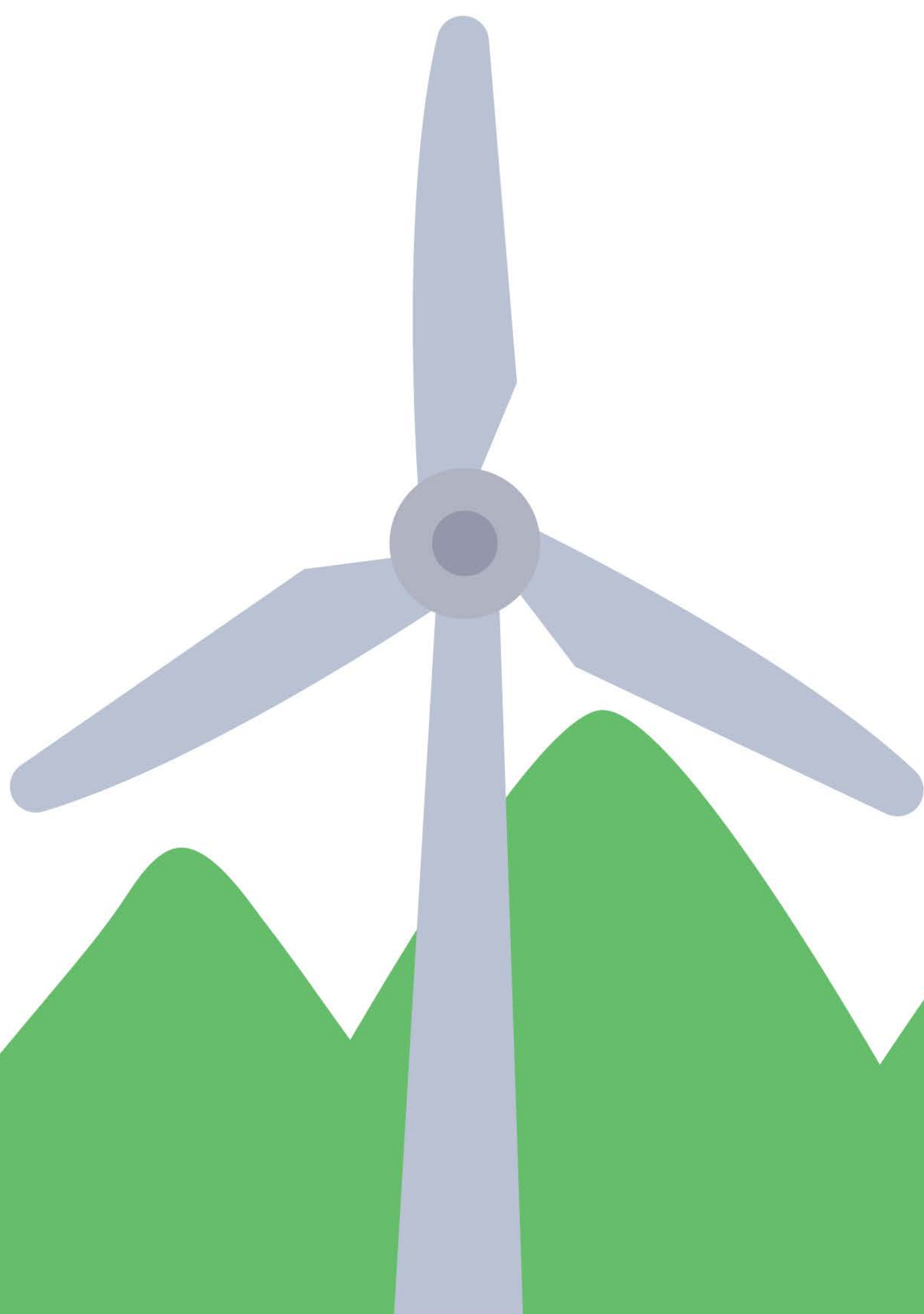
Liberty Renewables is a wind energy company based in Albany, NY. We are developing the Hoffman Falls Wind Energy Project in the Towns of Fenner, Nelson, Eaton, and Smithfield.

Total Capacity

100 MW

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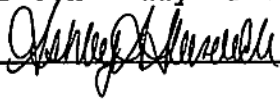
Name	Title	Organization	Organization 2	Organization 3	Mailing Address	Mailing Address 2	City	State	ZIP
Mark Scimone	Madison County Administrator	Madison County			P.O. Box 635		Wampsville	NY	13163
Michelle Rounds	Library Manager	Morrisville Public Library			83 E Main St		Morrisville	NY	13408
Joe Angelino	Assembly Member	New York State Assembly District 121	Albany Office		LOB 549		Albany	NY	12248
Joe Angelino	Assembly Member	New York State Assembly District 121	District Office		1 Kattelville Road	Suite 1	Binghamton	NY	13901
Brian D. Miller	Assembly Member	New York State Assembly District 122	Albany Office		LOB 439		Albany	NY	12248
Brian D. Miller	Assembly Member	New York State Assembly District 122	District Office		48 Genesee St.		New Hartford	NY	13413
Joseph A. Griffo	Senator	New York State Senate District 53	Albany Office		172 State Street	Room 414 CAP	Albany	NY	12247
Joseph A. Griffo	Senator	New York State Senate District 53	District Office		207 Genesee Street	Room 408	Utica	NY	13501
Houtan Moaveni	Executive Director	Office of Renewable Energy Siting	c/o OGS Mailroom	Empire State Plaza	240 State Street	P-1 South, J Dock	Albany	NY	12242
	ATTN: Library Director	Sullivan Free Library			101 Falls Boulevard		Chittenango	NY	13037
Dean Curtis	Town Clerk	Town Eaton			P.O. Box 66		Morrisville	NY	13408
Joseph Wicks	Town Supervisor	Town of Eaton			P.O. Box 66		Morrisville	NY	13408
Dave Jones	Town Supervisor	Town of Fenner			3151 Fenner East Rd		Cazenovia	NY	13035
Lisa Dolan	Town Clerk	Town of Fenner			3151 Fenner East Rd		Cazenovia	NY	13035
Jim Cunningham	Town Supervisor	Town of Nelson			4085 Nelson Rd		Morrisville	NY	13408
Debbie Costello	Town Clerk	Town of Nelson			4085 Nelson Rd		Morrisville	NY	13408
T.J. Stokes	Town Supervisor	Town of Smithfield			5255 Pleasant Valley Rd		Peterboro	NY	13035
Christine Boyden	Town Clerk	Town of Smithfield			5255 Pleasant Valley Rd		Peterboro	NY	13035

AFFIDAVIT OF PUBLICATION
State of New York
County of Madison }SS.:

Ashley Alexander being duly sworn that she resides in the Town of Keeseville, County of Clinton, New York and that she is the Agent of the CAZENOVIA REPUBLICAN a weekly newspaper published at Cazenovia in the County of Madison, and that the notice, a printed copy of which is hereto attached, was printed in said CAZENOVIA REPUBLICAN on the following dates:

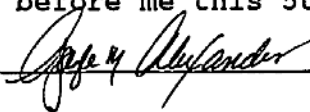
10/04/2023

Signed this 5th day of October , 2023



Agent

Sworn to before me this 5th day of October , 2023



Notary Public

Gayle M Alexander
Notary Public, State of New York
No. 01AL4977709
Qualified in Essex County

Commission Expires 02/11/2027
318656

Caz golfers go 2-1, head for sectional tournament

BY PHIL BLACKWELL

With the string of victories it put together in the latter half of September, the Cazenovia boys golf team set itself up for a chance at more glory during Tuesday's Section III small-school fall tournament at the Pompey Club.

The Lakers went to Millstone last Monday and, led by Will Guider, routed Jordan-Hillbridge 201-233, Guider going under par as he shot a 34 for nine holes. Ben Bianco's 39 put him in solo second, while Edmond Richardson posted

40 to equal the Eagles' low total from Caden Heart. Dan Bliss had a 42 behind J-E's David Lawless (41) as Jake Hightchew finished with a 46.

Back home at Cazenovia Country Club a day later, Cazenovia rolled past McGraw 229-279. Guider remained in top form, his 36 five shots ahead of Richardson's 41 that the Eagles' Zander Weeks equaled.

Bianco, with a 45, finished fourth, while Ben Bianco put up a 46 to take fifth place by himself. Hightchew finished his day with a 61.

Against Tully on Friday at Vesper Hills, Cazenovia sought its sixth win in a row, but fell just short of that goal, falling 283-300.

GOLF • PAGE 14

What club can save you the most strokes?

What is the worst club in your bag? Is it your driver, fairway wood, hybrid, iron, wedges or putter? Before you answer, take a few minutes to think about the last three rounds you played and start adding up the strokes you "gave away" to the course. What club did you use?

When you have your answer, add up the number of shots, per hole, you hit from "inside" of 100 yards. What club did you use? If that club is not your wedge (PW, SW & LW), you may have to re-evaluate what you practice. Could there be differences between a Tour Player, elite amateur and the average golfer (15-18 handicap)? Of course. Nevertheless, your wedges can absolutely define you as a fair, good or very good player.

What Five Things Can You Do To Lower Your Score By "3-5" Shots With Your Wedge? By Terry Koehler

Who is Terry Koehler? For over 30 years, Koehler has focused his design passion on the needs of recreational golfers, NOT Tour professionals. If you have played Reid Lockhart, Eldon, Scott or Ben Hogan wedges, you know his body of work. Koehler says, "There is nothing quite as rewarding as having an 8, 10 or 15 handicap player tell me I've made a difference in their wedge game."

Here are Terry's "Top 5" tips:

1. Have a Mission/Goal/Objective - Whether it is practice at the range or practice time on the course, make sure you have a clearly defined objective (iron trajectory, softer lob, knockdown pitch, etc...) practice with a purpose...always.
2. Don't Just "Do"...Observe - There are two elements of learning something new. The first is to figure out what it is you need to change. The second is to work toward that solution. If your practice session is to address a "knockdown pitch", hit a few shots to



Terry Koehler is the former executive director of the Cazenovia Area Chamber of Commerce. He is also a competitive amateur golfer and one of the New York State Junior State Amateur Champions. Terry Koehler can be heard on "The Line With The Pros" on New Radio 1700 WGR and 106.7 FM.

start out and use those shots as "lab rats". Focus on what your swing is doing. Do you feel anything different? Check your alignment carefully and your ball position. After each shot, step away and process what you felt during the swing.

3. Make It Real - To make practice productive, step away from your hitting station after each shot as if it were a real one on the course. Pick a target line from behind the ball...grip...set-up position...process your "one" swing thought...hit it...evaluate.

4. Challenge Yourself - One of my favorite on-course practice games is to spend a few minutes around each green after I've played the hole, tossing three balls into various positions in an area off the green. I don't let myself go to the next tee unless I put all three balls within three feet of the hole. If I don't, I toss them to another area and do it again.

5. Don't Get In A Groove - I was privileged to watch Harvey Penick give Tom Kite (former PGA TOUR player) a lesson one day and was struck by the fact that he would not allow Tom to hit more than five to six shots with the same club. He changed it up so that Tom would not just find a groove. That paved the way for real learning. Mr. Penick told me,

Koehler's "Bonus" tip - Playing three or four holes in an hour or so, hitting real wedge shots around the greens will do more for your scoring skills than the same amount of range time.

Where have you heard that before fans??? And don't forget, if you have no clue how to execute the shots around the green, isn't it time to call one of your CNY PGA Professionals for a few lessons. The rest is up to you.

YOU'RE INVITED!

WHAT

Liberty Renewables is hosting a public Open House for the Hoffman Falls Wind Energy Project that is under development in the Towns of Fenner, Nelson, Eaton, and Smithfield.

WHEN

Thursday, October 19, 2023
3:00pm - 6:00pm

WHERE

Nichols Pond County Park
5797 Nichols Pond Road
Canastota, NY 13032



WHO

Residents of all ages from Fenner, Nelson, Eaton, Smithfield, and beyond are welcome. Liberty staff and regional experts will be available to provide information, answer questions, and address any concerns.

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 Fatemma Shadwick
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Young Sommer LLC
5 Palisades DR
Albany NY 12205-6437

STATE OF NEW YORK, COUNTY OF ONEIDA

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The text of the notice as published in said newspaper is as set
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Book holiday flights now, economists advise

Kathleen Wong USA TODAY

The holiday season may seem like it's still weeks away, but the time to start booking your travel plans is now.

"Generally, you really want to be around two months in advance," Jake Bouvrie, Kayak's chief economist, told USA TODAY. "For Thanksgiving, the best time is now."

While many of us cringe at high holiday pricing, there's some good news this year: Domestic prices are down across the board this year, Bouvrie added. "Last year was an awfully expensive high-water mark," he said.

Hopper's lead economist, Haley Berg, agreed, citing the travel app's 2023 Holiday Travel Outlook.

This Thanksgiving, airfare is averaging 14% less than last year and car rentals are down 17% – which is good news for travelers wanting to make a long weekend out

of the holiday. For Christmas, airfare is down 12% from last year.

Here are some expert tips on saving the most money as you book your holiday travels:

When should I book?

You can get some of the best fares if you purchase around 50 days in advance, according to Bouvrie. You should try to book all of your holiday travel plans before the end of October.

For Christmas, Hopper recommends travelers book airfare before Oct. 14.

When is the cheapest time to travel this season?

For Thanksgiving, Hopper said that the cheapest day to travel right now is Nov. 20, the Sunday before the holi-

day – you could save up to 13% on your flight. To return home, consider flying back on Nov. 21 or, if you can, wait until Nov. 27 to save the most money.

For Christmas, you'll save the most money flying on Christmas Eve or Christmas Day.

If you don't want to be traveling on the holiday itself, Hopper found that flying out on Dec. 18 or 19 and returning home midweek after Christmas – which lands on a Monday – is budget-friendly.

When is the worst time to travel ?

For Thanksgiving, Berg found the most expensive day to travel is Nov. 26.

"Definitely avoid traveling on Dec. 22," Bouvrie said. "That's the busiest travel day." It will also be the most expensive. Returning home on Dec. 26, also is going to be pricey, according to Hopper.

Missing 9-year-old girl found safe; suspect tied to ransom note arrested

Victoria E. Freile and Emily Barnes
Rochester Democrat and Chronicle
USA TODAY NETWORK

A 9-year-old girl who disappeared during a family camping trip in Saratoga County over the weekend was "safe and in good health" Monday night after a massive two-day search ended with her rescue and the arrest the man suspected in her abduction, according to New York State Police.

Charlotte Sena disappeared while riding her bike early Saturday evening at Moreau Lake State Park, a heavily wooded area roughly 35 miles north of Albany.

Gov. Kathy Hochul said during a news conference Monday night that investigators were able to identify a fingerprint from a ransom note allegedly left by the suspect she identified as Craig Nelson Ross Jr.

"What happened was extraordinary," the governor said.

Charlotte was camping with her family at Moreau Lake State Park in Saratoga County.

She is a fourth-grader from Greenfield, Saratoga County, who was at the park camping with her family and was riding her bike around the park when she disappeared Saturday evening.

Charlotte is the middle child of three girls. Her father, David Sena, is a union pipe fitter, and her mother, Trisha, is a food service inspector for Stewart's Shops convenience stores. The family's hometown of Greenfield is about 15 minutes from the state park.

Charlotte was riding her bike around a loop in the park with friends when she decided to ride around one more time by herself.

Her parents became alarmed when she failed to come back after 15 minutes, Hochul said at a briefing Sunday. The girl's mother called 911 after her bicycle was found about 6:45 p.m. Saturday. She was last seen around 6:15 p.m., according to police.

How was Charlotte found?

Police were able to identify a fingerprint from a ransom note allegedly left by Ross.

While the rest of Charlotte's family remained at the campground where she had gone missing, troopers watching the family's home saw a man drive up to the residence and drop a note in their mailbox at 4:20 a.m. Monday.

State police pulled fingerprints off the note and the second print matched Ross, who was in a database from a 1999 DWI case in Saratoga, Hochul said.

Police linked Ross to a property owned by his mother in Ballston Spa, Saratoga County. They located a camper in the backyard, entered and found Ross inside that camper around 6:30 p.m., Hochul said.

"After some resistance, the suspect was taken into custody and immediately the little girl was found in a cabinet," Hochul said. "She knew she was

being rescued. She knew that she was in safe hands."

Charlotte was taken to a local hospital, Hochul said, adding that she appeared physically unharmed and that she and her family have been reunited.

Ross suffered minor injuries when he was apprehended.

Hochul at the news conference said police are working to determine whether Charlotte was randomly targeted. It was not determined Monday whether Ross "was known to the family," she said.

A vehicle registered to Ross was linked to an address roughly two miles from the Sena family's Greenfield residence.

Ross, a Ballston Spa resident, was charged with first-degree kidnapping, a felony, and was arraigned in Milton Town Court early Tuesday morning, according to Saratoga County Jail officials. He is being held without bail and additional charges are pending.

The rescue Monday evening marked the end of an intense two-day search. About 400 people took part in the search for Charlotte on Monday, including forest rangers, police officers and firefighters. The search had expanded over 46 linear miles.

The girl's family pleaded with the public for help in finding Charlotte, including providing any tips to the state police.

"We just want her returned safely like any parent would," the family said in a statement earlier Monday. "No tip is too small, please call if you know anything at all."

Troopers had set up several checkpoints on the winding, rural roads around the park. They stopped drivers and asked if they knew the family, had seen the girl's photo or had any other information that could help the search. They also had some drivers open their trunks.

Moreau Lake State Park remained closed Monday because of the search, and authorities asked the general public to stay away to leave the search to professionals. Federal authorities also issued a temporary flight restriction over the park for the safety of law enforcement air operations.

"Often these stories don't end up like this," Hochul said Monday night. "It's still pretty overwhelming because all of us feared the worst...but she will be going home."

AP contributed to this report



Authorities say Charlotte Sena may have been abducted while riding her bicycle Saturday evening in Moreau Lake State Park, about 35 miles north of Albany. AP

Verona man dies following shooting in Utica

Ellen E. Mintzer
Utica Observer Dispatch | USA TODAY NETWORK

A Verona man died after being shot Sunday on Boyce Avenue, Utica police said in a statement.

Police said they were called to the 100 block of Boyce Avenue around 8 p.m. Sunday night for reports of a shooting.

James Beard, of Utica, and Curtis Henry appeared to have had an argument, after which Beard fatally shot Henry, police said following a preliminary investigation.

Police said that Henry was transported to St. Elizabeth's Hospital, where he died of his injuries.

The Metro SWAT team, composed of members of the Utica Police Department, Oneida County Sheriff's Office and New Hartford Police Department, located Beard and took him into custody without incident, police said.

The investigation is ongoing. Anyone with information relevant to the incident should contact the UPD Major Crimes Unit at (315) 223-3556. You can also submit an anonymous tip at mohawkvalley-crimestoppers.com, by calling (866) 730-8477 or by using the P3 Tips Mobile App.

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Attack

Continued from Page 1A

Rome police officers investigating the incident learned that civilians had come to the aid of the first officer both during the assault and afterward, police said.

The officer was taken to Rome Health, treated for serious but non-life-threatening injuries and released, according to the police.

Edwards has been charged with second-degree aggravated assault, third-degree assault, fourth-degree criminal mischief, second-degree harassment and third-degree menacing.

The investigation is ongoing and more charges may be filed, police said.



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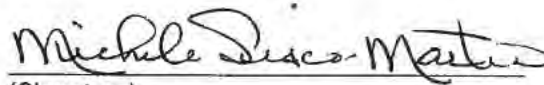
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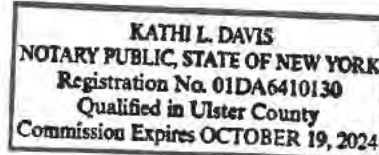
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MILITARY

Traveling with Milley: A reporter recalls how America's top soldier was most at home with his troops

By **Tara Copp**
Associated Press

STE MERE EGLISE, FRANCE » The soldier had target fixation. He had three beers in hand, a full day of leave and a group of young women waiting. But a crowd of Army uniforms also gathered for this

French village's D-Day celebrations stood in the way. The soldier navigated another step and realized he was pushing his beers right into the uniform of Gen. Mark Milley, chairman of the Joint Chiefs of Staff. "Palomino, what are you doing?" Milley said, reading

the captain's name tag. Palomino's eyes went wide. "Whoaaa!" he said, backing away from the big guy. "Whoaaa!" Milley said right back, grinning and taking a step toward him. While the captain may have been surprised to find

Milley mixing it up with soldiers, it didn't surprise me. For those of us who have covered him, there's the Milley who has been defined by the deeply controversial moments of his chairmanship under former President Donald Trump, who branded him a traitor. And then there's Milley with the troops, mischievous and at home.

"Here, I'm going to give you a coin!" Milley said, continuing his approach toward the 173rd Combat Airborne Brigade captain, dropping his chairman's coin into his beer to the laughter of a herd of troops.

Once soldiers get a coin as high-ranking as Milley's, any time they are at a bar and are challenged to show what coin they carry, well, they win and the other soldier buys the drinks. So it's a valuable coin to have.

I was a few steps behind, on assignment for The Associated Press, but this was becoming no ordinary reporting trip. It was Milley's last pilgrimage to Normandy as a soldier before his term ends Saturday. And along the way, he would make my late great-uncle, who is buried at Normandy, part of his journey.

It began on that sunny, beer-soaked day in Sainte-Mere-Eglise — on the square famous for the American paratrooper whose parachute got caught on the church steeple as thousands of young men spilled out of planes and into the darkness on June 6, 1944.

"For me, it's deeply meaningful. It's spiritual, actually," Milley told me. His father was a Marine who fought at Iwo Jima, his mother served as a nurse. And Milley had served in both divisions whose battles here on D-Day made Normandy sacred ground.

Hundreds of soldiers from the 82nd and 101st Airborne divisions packed the town's bars and streets. During this weeklong party, Sainte-Mere-Eglise embraces the young men and women who now wear the patches of the units that liberated them.

Everywhere on the square Milley went, curious onlookers followed. During Trump's presidency, Milley had become one of the most recognizable chairmen in recent history, and one of the most controversial. He drew fire from critics who argued he should never have become so high-profile, and he enraged Trump for opposing some of the president's plans.

But among the troops, he was their Milley.

"It was pretty incredible meeting him. He's been a huge influence," said Sgt. Muniz, a 4th Infantry Division sniper team leader, after crossing Milley's path and getting coined.

"There you go — it says General Milley, Commanding Officer 1-506th Infantry, BCT 101st, 39th Chief of Staff of the Army and 20th Chairman," he said, slapping the shoulder of another 101st Airborne Division soldier, Staff Sgt. Wolfe, who'd draped the Screaming Eagles flag across his back to secure the chairman's autograph.

Like Capt. Palomino, the sergeants blended into the crowd before I got their first names.

"What are you reading?" Milley said as he moved along the group, slipping a coin into the hand of another young sergeant. "You've got to read Clausewitz and Sun-Tzu, 'Art of War' and 'On War.' If you read those you don't have to read any other books. And the Bible, that's it," he said, with a roar of laughter.

A few days before, I'd



TARA COPP/ASSOCIATED PRESS

Joint Chiefs Chairman Gen. Mark Milley signs a 101st Airborne Division flag for Staff Sgt. Wolfe in the town square at Sainte-Mere-Eglise in Normandy, France, June 4, 2023. The village hosts an annual D-Day celebration honoring the units who parachuted in on June 6, 1944, launching the liberation of France. This was Milley's last visit here as a soldier.



TARA COPP/ASSOCIATED PRESS

Joint Chiefs Chairman Gen. Mark Milley drops his chairman's coin into Capt. Palomino's beer as he walks through crowds of soldiers celebrating the anniversary of D-Day in the town square of Sainte-Mere-Eglise in Normandy, France on June 4, 2023. This was Milley's last visit to Normandy as a soldier, just a few months before he was to retire, and he soaked it in talking to soldiers and veterans, and handing out his chairman's coin to many of them.

shown Milley a photograph. My grandfather and his brother were standing in uniform in an English field just weeks before Operation Overlord.

Terry "Salty" Harris would die days after jumping into Normandy, but he was already immortalized by HBO's "Band of Brothers." I'd brought the photograph and my grandfather's wings thinking there might be an opportunity to slip away and leave both on Terry's white cross grave at the Normandy American Cemetery.

Once I told Milley about them, he latched on.

"I commanded the 506th!" he said, talking about the 101st Airborne Division's 506th Infantry Regiment. Terry had been in the 506th's Easy Company; Milley had commanded the unit in Korea.

With Milley, a carefully planned itinerary is always just an opening salvo; it never survives his first conversation. Add in the chairman's love of history, the sea swell of active-duty soldiers and line of WWII veterans in wheelchairs who embody the last living memory of the fighting, it's a bit of a miracle Milley is not still there deep among the troops and veterans, coining every one of them.

But now he had Terry in mind, too.

"We've got to get to Carentan," Milley said, nudging his staff to find a way to make it happen.

Carentan is a village about 10 miles (16 kilometers) from Sainte-Mere-Eglise. It's also where Terry died.

On the nights that followed June 6, 1944, paratroopers who had not been picked off by German guns gave their all while regrouping on the ground. The road to Carentan is known as "Purple Heart Lane."

We would go to Carentan, but only after more hours of meeting soldiers; then visiting two orders of nuns, where Milley told stories of his own Catholic upbringing; then a street vendor, where Milley took over the grill

and cooked sausages for his wife, Hollyanne Milley, and his staff. Then we headed to Carentan.

"This right here, the turf we are on, is the beginning of the liberation of France, and the beginning of the liberation of Western Europe," Milley said. "We should never forget why they fought here."

Over the next few days, the schedule slipped away. As the flyovers and speeches began on June 6 at the Normandy American Cemetery, honoring the past was slipping behind news demands of the present. The gravesite was for another trip, being there was enough.

It was not enough for Milley. Even after the speeches and the demands for more interviews before the TV cameras, including ours, the chairman got target fixated, too.

"Did you get to see the grave?" he asked me as our AP video crew took his microphone off.

"No, there just wasn't time," I said. Already the interview we'd just finished meant I needed to get to work.

Within a minute Milley had his advance guys briskly walking the rows of white crosses. He knew that seeing the grave mattered. I had the gravesite coordinates stored on my cellphone and his advance team members were quick scouts. I hurried with them, reporter's notebook still in hand.

Maybe it was the background sounds of the cemetery, Omaha Beach just off to the side, the wind. Maybe it was the stress that minutes were moving and a headline was not. But Terry's story was one I knew deeply and held close. A family member who'd been killed was right there, and I gave in to the present and began to weep.

Hollyanne Milley put her arm around my shoulder, and she and the chairman and I bowed our heads, and prayed over Terry's white cross.

And then Milley coined him.

Jacobs said. "It's been a full day."

Children attending the event enjoyed antique tractors and newer vehicles through the Touch-A-Truck program. They also enjoyed hay rides and bounce houses. One highlight of the day was the airborne adventures enjoyed during hot air balloon rides.

Local law enforcement agencies also had a presence

at the fest. Deputies Ryan Green and Joe Weaver of the Madison County Sheriff's Department showed off a robotic unit that is used to explore situations involving hazardous materials or armed suspects.

"This unit is very handy," Weaver said. "It can go into hostile situations and communicate, grab stuff, or help spy out a dangerous situation."

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Fest

FROM PAGE 1

stand. Nick's sister, Kendall, and Kendall's friends, Grace, and Alaina Davis.

"My son is here as part of his Junior Honor Society requirements, and I've just been walking around with the girls visiting the animals and the other tents,"



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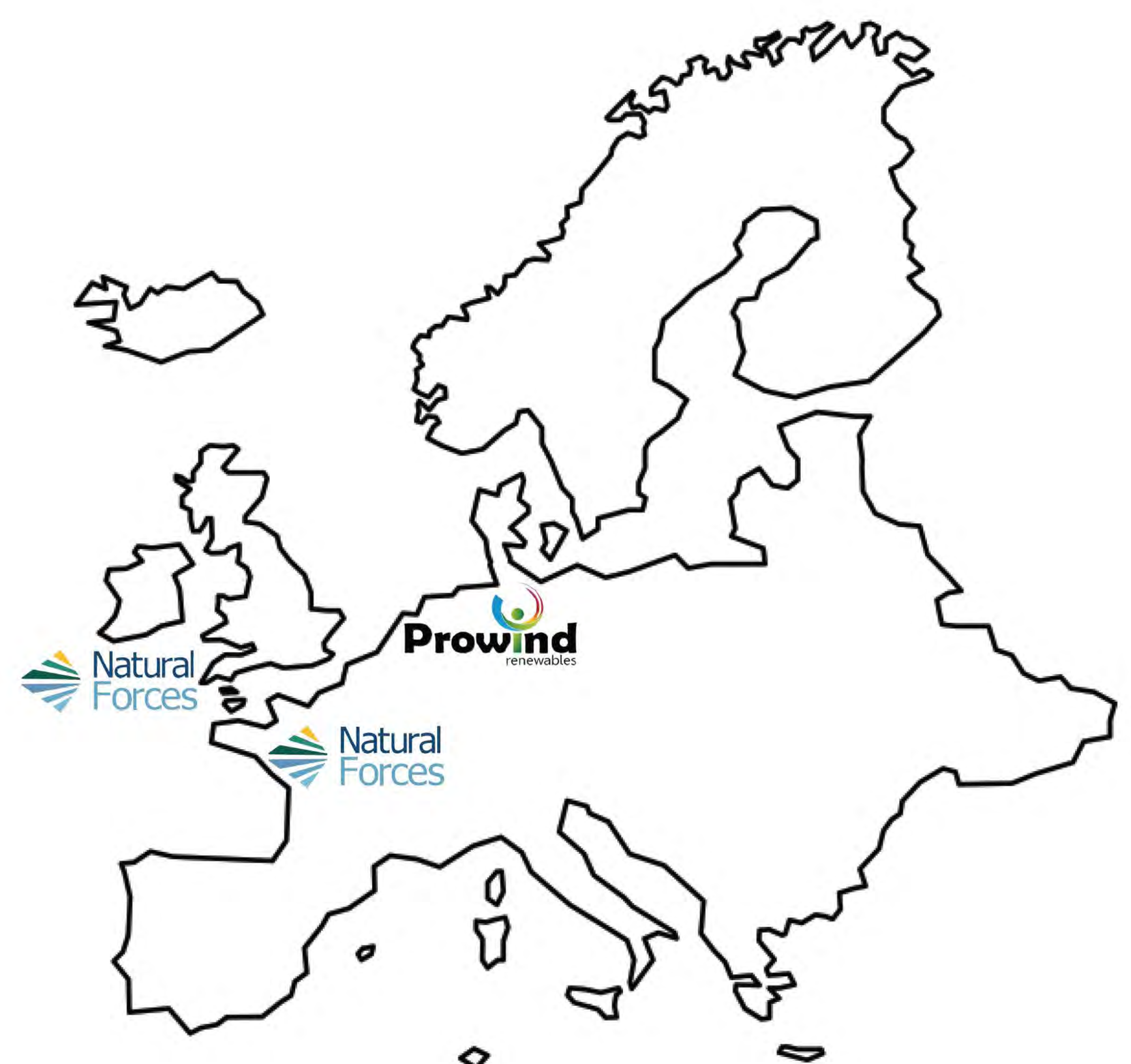
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WHAT IS SHADOW FLICKER?



Shadow flicker refers to the intermittent change in the intensity of light in a given area resulting from the operation of a wind turbine due to its interaction with the sun. Shadow flicker is most common during sunrise and sunset, and typically only occurs during certain months of the year at a given location.

Several factors determine how often a turbine will cast a shadow:

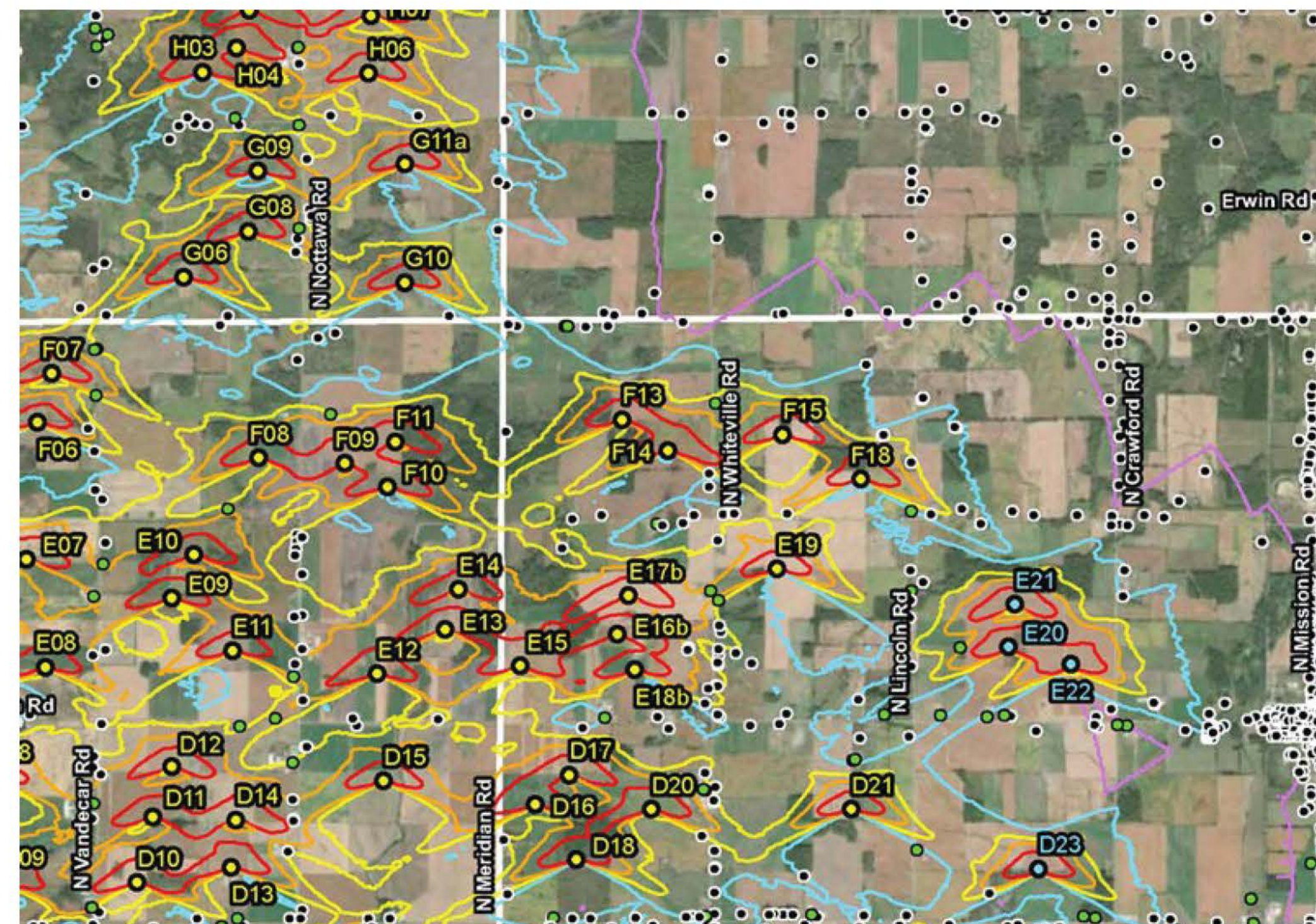
- Turbine height and length of blades
- Site topography
- Distance between turbine and structure
- Season and time of day
- Wind direction and speed
- Cloud cover

For example, there is no shadow flicker on cloudy days or when the wind is not blowing. Shadow flicker becomes weaker with distance.

The impact of shadow flicker on homes, roads, and populated areas can be mitigated or avoided through the use of appropriate setback distances, pre-construction modeling analyses, and obstacles.

Shadow flicker modeling includes:

- Wind turbine locations
- Wind turbine dimensions
- Nearby residences
- Terrain data
- Sunshine and wind data
- WindPro software



Modeled Shadow Flicker Map:
Example provided by Epsilon Associates Inc.

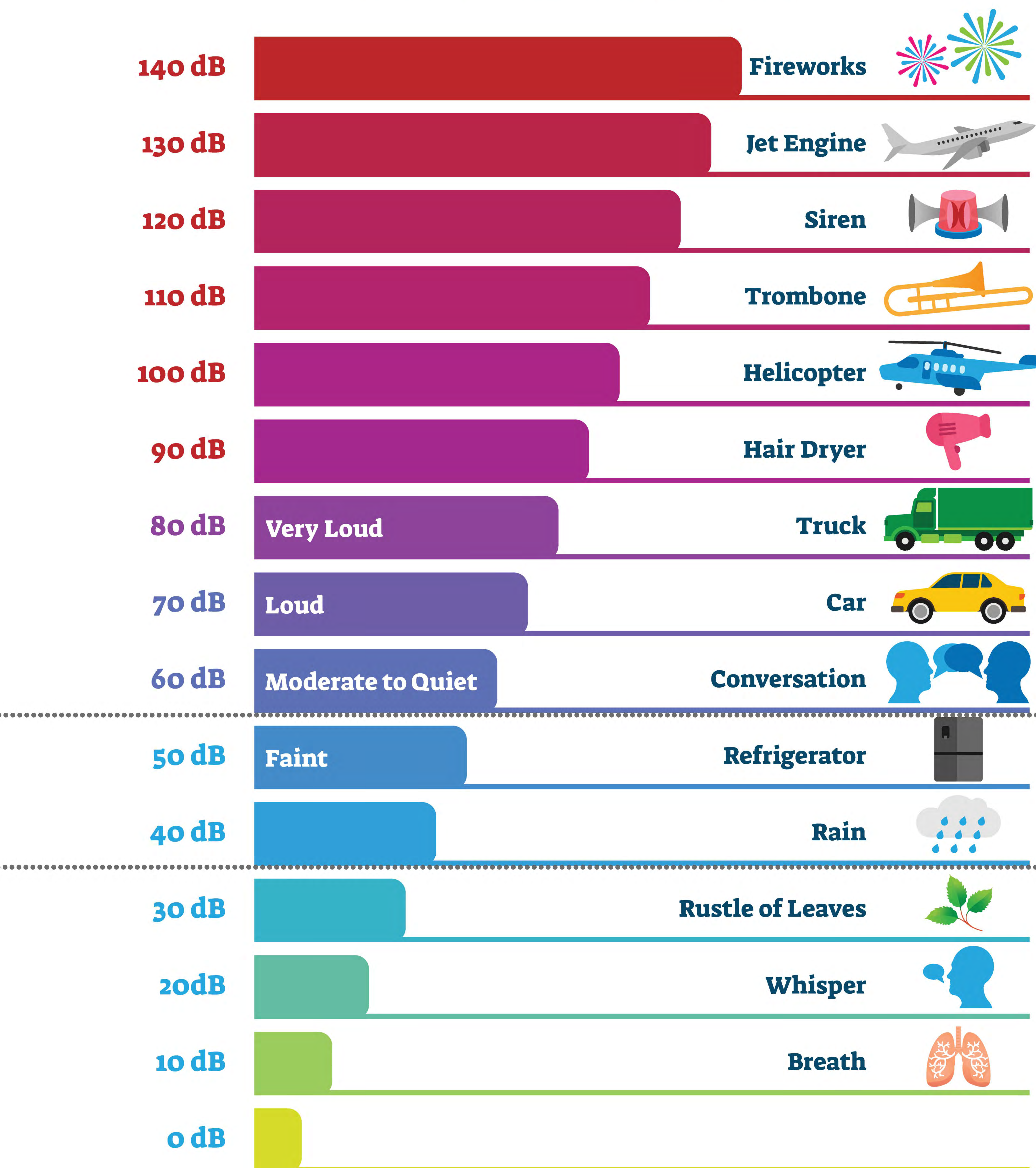


NOISE REGULATIONS

The New York Office of Renewable Energy Siting stipulates a maximum noise limit for all new wind energy projects:

- 45 dBA Leq** (8-hour) at any non-participating residence
- 55 dBA Leq** (8-hour) at any participating residence

DECIBEL SCALE



HOFFMAN FALLS WIND FREQUENTLY ASKED QUESTIONS



PROJECT DETAILS

How large is the proposed Hoffman Falls Wind project?

Hoffman Falls Wind will have a nameplate capacity of up to 100 MW and will utilize up to 24 turbines across the Towns of Fenner, Nelson, Smithfield, and Eaton.

What is the timeline to operation for this project?

Hoffman Falls Wind could be fully permitted through the Office of Renewables Energy Siting (ORES) by the end of 2024. Construction could begin as early as winter 2025-2026 and continue for roughly 12 to 18 months. The project could become fully operational as early as winter 2026-2027. The project has an operational lifespan of at least 25 years.

Where will the turbines be located?

As depicted in the preliminary layout, Hoffman Falls Wind consists of 12 turbines in Fenner, 1 turbine in Nelson, 3 turbines in Smithfield, and 8 turbines in Eaton. Liberty continues to solicit feedback from participating landowners and the broader community to inform the final layout.

Why are more turbines planned for this area?

The local wind resource is consistently very strong, and the local Fenner-Cortland 115-kV transmission line has capacity for new power generation. These factors, along with local landowner participation, make the area highly suitable for a new wind energy project.

How much land will the project area use?

Each wind turbine is estimated to take up less than 1 acre of land at the surface once construction is complete. On average, access roads and buried power lines encompass approximately 1 acre per tower. Existing roads and cleared areas are used wherever possible to minimize disturbance. Other land is needed for a substation, meteorological tower, aircraft detection lighting system (ADLS) tower, and operations and maintenance facility. Hoffman Falls Wind is anticipated to require less than 50 acres of land in total upon operation.

PROJECT BENEFITS

What benefits will the project offer to the area?

The project will invest in the community in several ways: lease and easement agreements with local landowners, a Host Community Benefit Agreement (HCA), a Payment in Lieu of Taxes (PILOT) Agreement, and a Shared Community Payment for neighbors to the project. Liberty works closely with local agencies to structure agreements that financially empower the community. These financial benefits begin once the project is operational and continue on an annual basis for the project lifespan. Further capital investments in local and state industries are made during construction and operation, as well as contribute to job creation and workforce development. Details about all benefits will be included as part of the socioeconomic impact assessment within the project's 94-c permit application.

What is a Payment in Lieu of Taxes (PILOT) Agreement?

Payment in Lieu of Taxes (PILOT) Agreement is one form of host community benefit required for clean energy projects under the 94-c process in New York State. A PILOT Agreement is meant to provide clear and consistent benefit payments in lieu of taxes, shared among the county, towns, and school districts during project operation.

WIND TURBINES

What is the size difference between the proposed turbines and those already in Madison County? How does the proposed size turbine compare to wind projects across the United States?

The Fenner and Munnsville Wind Farms use turbines that are roughly 320 feet tall from the base to the blade tip. Turbines across the U.S. have grown in size. The proposed turbines for Hoffman Falls Wind will be approximately 600-680 feet tall from the base to the blade tip. These larger, higher generation turbines, are more efficient, allowing more power to be produced with fewer turbines overall. Across the U.S., average "tip heights" among projects that became operational in 2022 was around 540 feet. Among proposed turbines in the current FAA permitting process, the average tip height reaches approximately 640 feet, according to the U.S. Department of Energy's 2023 Land-Based Wind Market Report.

Will guidance be provided to local safety officials?

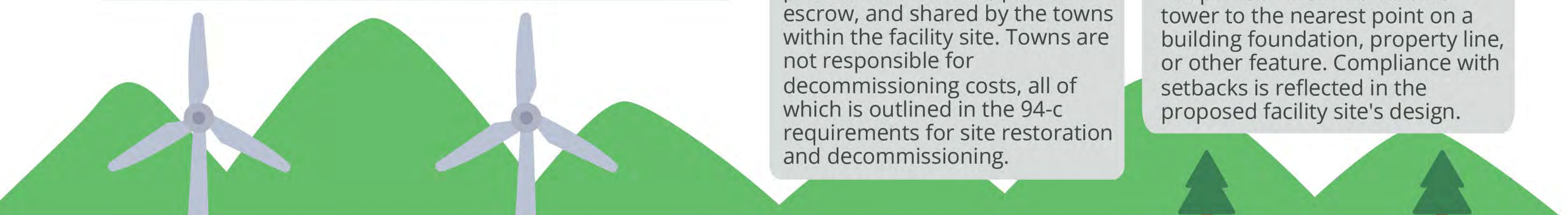
Yes, Liberty has robust site security and safety response plans and is consulting with local safety and fire officials to ensure that they, as well as landowners, feel confident should an issue at the proposed facility ever arise.

Who is responsible for project decommissioning?

A decommissioning bond paid by Liberty will be established prior to construction, posted in escrow, and shared by the towns within the facility site. Towns are not responsible for decommissioning costs, all of which is outlined in the 94-c requirements for site restoration and decommissioning.

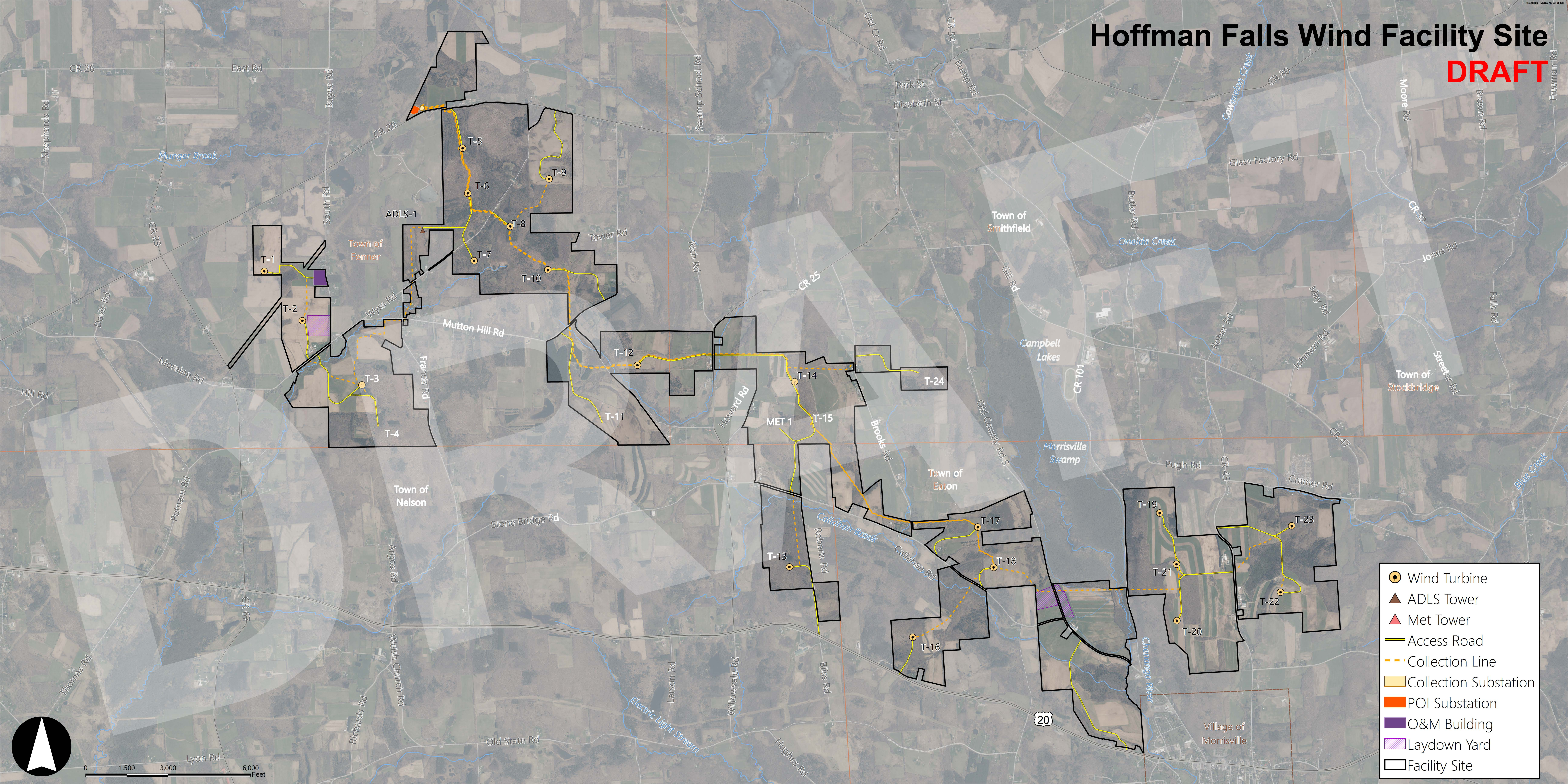
Will turbines be located far enough away from homes, roads, and public spaces to avoid safety risks?

94-c regulations and turbine manufacturers outline strict setback distances based on the tallest wind turbine model under consideration. For example, there is a required 1.1x setback from public roads, a 1.5x setback from non-participating, non-residential structures, and a 2.0x setback from non-participating residences. Setback distances are measured as a straight line from the midpoint of the wind turbine tower to the nearest point on a building foundation, property line, or other feature. Compliance with setbacks is reflected in the proposed facility site's design.



Hoffman Falls Wind Facility Site

DRAFT



Environmental Resource Studies



Visual Impact Assessment

- In the spring of 2023, a viewshed analysis was conducted within a 5-mile radius of the Project to identify areas that may have visibility of the Facility.
- In the summer of 2023, visual specialists took photography in the direction of the Facility from representative viewpoints and visually sensitive resources that are likely to have visibility of the Facility.
- To illustrate potential Facility visibility, photosimulations are being prepared from a subset of viewpoints selected in coordination with local stakeholders to illustrate potential visibility.
- These photosimulations will be used to assess foreseeable visual impacts associated with the proposed Facility and determine appropriate mitigation measures, where applicable.

Wetlands and Streams

- In the summer of 2023, wetland scientists identified and delineated the boundaries of wetlands and streams in the vicinity of proposed Facility component locations.
- The location and character of each wetland and stream was recorded using GPS technology
- Project engineers have incorporated wetland and stream data into the design to ensure impacts are avoided and minimized to the maximum extent practicable.



Rare, Threatened, and Endangered (RTE) Avian Species

- Biologists have completed numerous avian surveys across multiple years, including:
 - Spring Raptor Migration Surveys
 - Winter Raptor Surveys
 - Breeding Bird Surveys
 - Marsh Bird Surveys
 - Fall Raptor Migration Surveys
 - Forest Raptor Surveys
- Surveyors recorded and mapped detailed locations and behaviors of RTE species.
- The results of these surveys will be used to identify habitat and develop avoidance, minimization, and mitigation strategies that result in a net conservation benefit for all impacted RTE species.

Cultural Resource Surveys

- In the summer of 2023, archaeologists conducted surveys for undiscovered cultural resources. Surveyors identified visible surface-level artifacts, and completed shovel testing, sifting the soil to look for subsurface artifacts and archaeological sites.
- Historic preservation specialists are in the process of assessing historic resources in the area around the Project and the potential for these resources to have visibility of the Facility.



Representative Sound Levels

25-50 dBA
(varies)

Dairy Farm



54 dBA

Chicken Coop Fans
@ 100 ft



45-50 dBA
(varies)

Town Center
(population 1500)
@ 11 pm



59 dBA

Grain Dryer @ 100 ft



68 dBA

Interstate @ 100 ft



74 dBA

Combine @ 100 ft



Office of Renewable Energy Siting (ORES)—Section 94-c

- 45 dBA Leq (8-hour) at a Non-Participating residence; 55 dBA Leq (8-hour) at a Participating residence.
- If tonal noise present, limits reduced to 40 dBA at Non-Participating residence.
- Limits on low frequency noise—65 dB at 16/31.5/63 Hz
- No vibrations in a Non-Participating residence
- 40 dBA Leq (1-hour) at a Non-Participating residence from the substation. If tonal, limit is 35 dBA.
- 55 dBA Leq (8-hour) across a Non-Participating property line

Prior limits—SEQRA/local law

- Howard Wind (2011) – 50 dBA limit at residence
- Noble Bliss (2007) – 50 dBA limit at residence

Town Board Meetings Follow-up Local Law Consultation Letter

Young / Sommer LLC

ATTORNEYS AT LAW

EXECUTIVE WOODS, FIVE PALISADES DRIVE, ALBANY, NY 12205

Phone: 518-438-9907 • Fax: 518-438-9914

www.youngsommer.com

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jklami@youngsommer.com

November 6, 2023

Joseph Wicks
(townofeatonly@gmail.com)
Town of Eaton Supervisor
35 Cedar Street
P.O. Box 66
Morrisville, NY 13408

Jim Cunningham
(supervisornelsonjimc@gmail.com)
Town of Nelson Supervisor
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4085 Nelson Road,
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David R. Jones
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Town of Fenner Supervisor
Town of Fenner
3151 Fenner East Road
Cazenovia, NY 13035

T.J. Stokes
(stokes.smithfieldny.gov@gmail.com)
Town of Smithfield Supervisor
Town Board
5255 Pleasant Valley Road
Peterboro, NY 13035

Re: Hoffman Falls Wind Project, Local Law Consultations

Dear Town Supervisors,

We would like to thank you each of you for taking the time to meet with Hoffman Falls Wind LLC a wholly owned subsidiary of Liberty Renewables Inc. ("Liberty" or "Applicant") to discuss the Hoffman Falls Wind Project ("Facility" or "Project"), and we also wanted to take this opportunity to provide you with additional details regarding the Project and respond to common questions that were raised during the meetings.

Project Description

The Project as proposed is an approximately 100-megawatt (“MW”) wind powered electric generating facility in the Towns of Fenner, Nelson, Eaton, and Smithfield in Madison, County, New York. The proposed Facility will include the installation and operation of up to 24 wind turbines together with the associated electrical collection lines (below ground), access roads, meteorological tower, aircraft detection light systems (“ADLS”), concrete batch plant, operation and maintenance (“O&M”) facility, and collector substation. Liberty will also construct a new point of interconnect (“POI”) substation and 115-kV high-voltage loop-in and loop-out transmission lines (“Interconnection Facilities”) adjacent to its collector substation. Upon completion, the ownership of these Interconnection Facilities will be transferred to National Grid.

Application Filing Date

As discussed during the meetings, Liberty plans to submit its 94-c Application this winter, and enclosed with this letter is a 60-day notice of Intent to File an Application. Liberty will also notice the filing of the application at least 3 days prior to filing the Application.

Local Agency Account Funds

With the filing of the Application, Liberty will submit a fee of \$100,000 into a local agency account, and at least seventy-five (75%) percent of the local agency account funds will be reserved for local municipalities. Per the 94-c regulations, following submission of the Application, local municipalities must file a request for initial funding within thirty (30) days of application filing. Each request for funds must be completed on an Office of Renewable Energy Siting (ORES)-approved form, which can be found at <https://ores.ny.gov/resources>. Requests can be made to the Office of Renewable Energy Siting at general@ores.ny.gov.

Local Laws

As discussed during the meetings, we understand that the Towns of Eaton, Nelson and Fenner are all contemplating adopting new local laws regulating wind energy facilities. We kindly ask, if any such local laws are proposed or adopted prior to the submission of the 94-c Application, that the Towns provide copies of any proposed or adopted wind laws so that Liberty may consider the laws in their 94-c Application. As of the writing of this letter we understand the following winds laws are in effect for each Town¹:

- Local Law No. 1 of 2011, Local Law to amend the Town of Eaton Code to add new Article V-A, V-B, and V-C to Chapter 120: Land Use, to enact regulations for telecommunications and wind energy facilities.

¹ We also understand that the Towns have put moratoriums in place, however such moratoriums are procedural and are supplanted by the Section 94-c regulations.

- Article VC Commercial Wind Energy Facilities Regulations of the Town of Eaton
- Local Law No. 2000-1 and Local Law No. 2001-1 to amend the Town of Fenner Land Use Regulations
- Local Law No. 2 of 2011, to enact the Town of Nelson Land Use Development and Zoning Map
 - Section 512 Wind Energy Facilities
- Local Law No. 2 of 2023 to Amend the Town of Smithfield Building and Development Control Law to Enact a New Article Regulating Wind Energy Facilities within the Town of Smithfield

Liberty also identified other potentially applicable substantive provisions of local laws in previous letters provided to the Towns in September 2023. To date Liberty has not received any additional laws or regulations from the Towns, that the Towns believe are applicable, but were not identified by Liberty in the September correspondences. Therefore, Liberty considers the list of local laws provided in the September 2023 correspondence to be a complete list of local applicable laws.

Waiver Requests

As outlined in previous letters provided to the Towns in September 2023 and during the local agency meetings in October 2023, Liberty may need to seek waivers of certain substantive provisions of the local laws. ORES may elect not to apply, in whole or in part, any local law or ordinance which would otherwise be applicable, if as applied to the proposed Facility, the law is unreasonably burdensome in view of the Climate Leadership and Community Protection Act (CLCPA) targets and environmental benefits of the proposed Facility. Liberty may need to seek waivers of the following local laws:

Town of Eaton

Town of Eaton Code Chapter 120, Article VC

§ 120-23.15. Regulations.

- A. Minimum lot size shall be five acres.
- B. Minimum road frontage shall be 450 feet.
- C. Minimum lot depth shall be 450 feet.
- E. Setbacks.
- J. Noise Limits.

§ 120-23.17. Abandonment.

*Town of Fenner*Town of Fenner Land Use Regulations as amended by Local Law No. 2000-1 and 2001-1**Sections IV. and VI. Land Use Prohibition (District C)****Section V. Land Use Schedule****Section VII**

E. Noise Limits.

*Town of Nelson*Town of Nelson Land Use Development and Zoning Map**Article IV Zoning District Regulations**

404.2 Scenic Vista I Scenic Highway Overlay District

Article V Supplemental Regulations Applicable to Particular Uses

512.1 (B) Minimum road frontage shall be 450 feet.

512.1 (E) Setbacks

512.2 (E) Noise Limits

Article VI Development Standards Applicable in all Districts

614.2 Commercial Driveway

*Town of Smithfield*Local Law No. 2 of 2023 to Amend the Town of Smithfield Building and Development Control Law to Enact a New Article Regulating Wind Energy Facilities within the Town of Smithfield**Section 1100-5**

D. Standards for WECS

16. Construction Hours

G. Setbacks and Noise Standards for WECS

(a) From Property Lines

I. Decommissioning

S. Made in America Requirements

Liberty provided additional details regarding the above requests in the September 2023 correspondence and during the local agency meetings with the Towns in October 2023. If the Towns have any questions regarding the above, please do not hesitate to reach out.

FAQs

During the Town meetings in September and October some common questions were raised across the Towns, and we wanted to respond to these questions to ensure the Towns have the information.

What is the height of the proposed turbines?

The maximum tip height currently under consideration for the Project is approximately 660 feet.

Does the current transmission line have capacity for another project?

As part of the interconnection process Liberty will work with the New York Independent Systems Operator (NYISO). NYISO's job is to ensure electric grid reliability and manage the flow of electricity across the bulk electric system, or grid. NYISO will evaluate the impact of the Project on the existing electric system, power flows, and protection systems. In addition, the 94-c application will include additional details on the impacts of the Facility and its interconnection to transmission system reliability.

Is Liberty proposing any battery storage?

No, Liberty is not proposing any battery storage for the Project.

Where are the turbines manufactured?

Some manufacturers produce turbine components in Europe, whereas others, like General Electric (GE) have some components manufactured in the US. The turbine models currently under consideration for the Project are from different companies: Vestas headquartered in Denmark; Siemens Gamesa, headquartered in Spain; GE, headquartered in Boston; and Nordex headquartered in Germany. However, wind turbine components are not always manufactured in the same place or country as their headquarters and many companies have production facilities around the world. Liberty cannot control the location of production of turbine components.

What plans does Liberty have in place to ensure safety and security of the Project?

Copies of the Safety Response Plan (SRP) and Site Security Plan (SSP) have been provided to each Town and each Town's respective Code Enforcement Officers for review and comment prior to the filing of the 94-c application. These plans address safety contingencies and site security for construction and operation of the Project. We also plan to reach out and meet with local emergency responders for additional feedback. We ask that if the Towns have any comments to please provide them by December 4, 2023.

When does Liberty expect to construct the project?

If all goes smoothly, Liberty anticipates commencing construction in approximately 2 years from the date of application filing. Construction is estimated to last for roughly 12 to 18 months.

How is Liberty proposing to bring turbines to the Project area?

Liberty is currently finalizing the preliminary delivery flow plan for the Project and will provide maps and more details to the Towns and local Highway Supervisors for review prior to filing the application. Liberty also intends to work with the Towns to enter into Road Use Agreements prior to Facility construction, which will provide for the use and repair of local roads for Facility construction and operation.

What is Liberty's decommissioning plan and what funding is available if Liberty cannot decommission the Project?

Liberty is developing a comprehensive decommissioning plan that will be included in the 94-c application. The decommissioning plan will address: safety and removal of hazardous conditions; environmental impacts associated with decommissioning; aesthetics; recycling; potential future uses for the site; funding; and schedule. In addition, the decommissioning plan will include a gross and net decommissioning (less salvage value) cost estimate. The net amount will be allocated to the Towns based on the estimated cost associated with the removal and restoration of the facilities located in each Town.

What are the proposed setbacks for the Facility?

Liberty has worked to design the Project in compliance with local setbacks and the setback requirements under 94-c. As outlined above, Liberty will need relief from the local setback requirements but in no event will the setbacks be less than required by 94-c as outlined below:

Setback Requirements for Wind Turbine Towers

Structure type	Wind Turbine Towers setback*
Substation	1.5 times
Any Above-ground Bulk Electric System**	1.5 times
Gas Wells (unless waived by landowner and gas well operator)	1.1 times
Public Roads	1.1 times
Property Lines	1.1 times
Non-participating, non-residential Structures	1.5 times
Non-participating Residences	2 times

*1.0 times Wind Turbine Towers setback is equal to the Total Height of the Wind Facility (at the maximum blade tip height).
 **Operated at 100 kV or higher, and as defined by North American Electric Reliability Corporation Bulk Electric System Definition Reference Document Version 3, August 2018 (see section 900-15.1(e)(1)(i) of this Part)

The regulations set forth minimum setback requirements based on careful consideration of the best practices for siting wind projects, engineering guidelines, and past precedents from Article 10 cases. Typically, the fall zone for turbines is the distance equal to the turbine tip height, and there have been several wind projects permitted and constructed in the State using the same setbacks in Table 1, and to the Liberty's knowledge there have been no reported public health or safety issue with these setbacks. Liberty is also working with turbine manufacturers to obtain any manufacturer recommended setbacks and to assess technologies for de-icing.

How is the Project being financed?

The project is being financed during development with equity from Liberty's parent companies, Natural Forces and ProWind Renewables.

How is Liberty addressing the Route 20 Scenic Byway and other visually sensitive areas?

On October 5, 2023 the Applicant provided initial visual outreach materials to the Towns. The visual outreach materials included preliminary information on the Facility's anticipated viewshed and an identification of potential visually sensitive resources, including the Route 20 Scenic Byway. As shown in these materials, the visibility of the Facility from Route 20 will be limited in most locations within the visual study area due to intervening topography and vegetation. However, in response to the comments received, the Applicant is planning on developing a visual simulation from Route 20. This simulation will be folded into the broader Visual Impact Assessment, which will assess the Facility's impacts on all visually sensitive resources, including Route 20, in the vicinity of the Facility. The results of this Visual Impact Assessment will be used to inform a Visual Impacts Minimization and Mitigation Plan for the Facility that will outline the Applicant's strategy to minimizing and mitigating potential visual impacts.

Will there be a maintenance building for the Project and what are the maintenance needs of the Facility?

Yes, Liberty is currently proposing to construct an Operations & Maintenance building in the Town of Fenner, off South Road, on leased property. Liberty anticipates hiring approximately three to four local staff members to lead operations and maintenance of the Facility. Many of those employees will be on-call at one time. Drone operation may occasionally be employed to investigate turbine issues, but most maintenance checks are conducted visually from the ground,

or most often, by either entering the turbine tower base where the electronics are housed or climbing the tower via an internal ladder/elevator to check components within the nacelle.

Where will the substation be located?

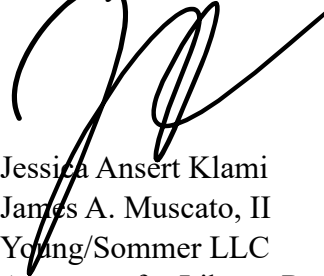
Liberty will be building a new POI substation for this Project that will be eventually owned by National Grid. It is proposed to be located off Cody Rd across the street from the existing communications tower.

What studies have been conducted to date and what were the results?

Liberty has completed various environmental studies in preparation for the 94-c application including numerous avian studies, wetland and stream delineations, geotechnical investigations, and cultural studies. The purpose of these studies is to inform the design of the Facility to avoid and minimize impacts to resources to the maximum extent possible, and if avoidance is not possible to inform mitigation measures to address impacts. To date, none of the studies have identified any resource issues that cannot be avoided, minimized or mitigated by the Facility.

Liberty appreciates the Town's review of this letter and looks forward to working with the Town through the 94-c process.

Sincerely,



Jessica Ansert Klami
James A. Muscato, II
Young/Sommer LLC
Attorneys for Liberty Renewables, Inc.

Enclosure

Cc: Nadine Bell (nbell@ccf-law.com) attorney for Town of Fenner
John Langey (jlangey@ccf-law.com) attorney for Town of Nelson

Consultation Letters with Local First Responders,
NYS DHS, and Local Code Enforcement



October 3, 2023

Critical Infrastructure Protection Unit
NYS Division of Homeland Security and Emergency Services
1220 Washington Avenue
State Office Campus
Building 7A Suite 710
Albany, NY 12242

RE: Hoffman Falls Wind Project

To Whom it May Concern:

As you may be aware, Liberty Renewables Inc. (the Applicant), is seeking approval under Section 94-c of the New York State Executive Law for the Hoffman Falls Wind Project (the Project), a proposed 100-megawatt wind-powered electric generating facility in the Towns of Eaton, Fenner, Nelson, and Smithfield, Madison County, New York. Please find enclosed the Applicant's Site Security Plan and Safety Response Plan for the proposed Project pursuant to 16 NYCRR 900.6(d). These plans will be submitted as Appendices to Exhibit 6 of the Section 94-c Application, which the Applicant anticipates filing with the Office of Renewable Energy Siting in the near future. We are requesting your review of the attached plans so that you may let us know if you have any questions or comments. We would appreciate submission of your comments by November 10, 2023. Please direct questions or comments to Meg Lee by phone at 860 575-0680, or by email at mlee@liberty-renewables.com.

We appreciate your time and assistance with this project.

Sincerely,

Meg Lee,
Permitting Manager
Liberty Renewables, Inc.



October 3, 2023

Jeff Edgardton, Code Enforcement Officer
Town of Fenner Code Enforcement
3151 Fenner East Road
Cazenovia, NY 13035

RE: Hoffman Falls Wind Project

Jeff Edgardton:

As you may be aware, Liberty Renewables Inc. (the Applicant), is seeking approval under Section 94-c of the New York State Executive Law for the Hoffman Falls Wind Project (the Project), a proposed 100-megawatt wind-powered electric generating facility in the Towns of Eaton, Fenner, Nelson, and Smithfield, Madison County, New York. Please find enclosed the Applicant's Site Security Plan and Safety Response Plan for the proposed Project pursuant to 16 NYCRR 900.6(d). These plans will be submitted as Appendices to Exhibit 6 of the Section 94-c Application, which the Applicant anticipates filing with the Office of Renewable Energy Siting in the near future. We are requesting your review of the attached plans so that you may let us know if you have any questions or comments. We would appreciate submission of your comments by November 10, 2023. Please direct questions or comments to Meg Lee by phone at 860 575-0680, or by email at mlee@liberty-renewables.com.

We appreciate your time and assistance with this project.

Sincerely,

Meg Lee,
Permitting Manager
Liberty Renewables, Inc.



October 4, 2023

Morrisville Fire Department
50 East Main Street
Morrisville, NY 13408

RE: Hoffman Falls Wind Farm

To Whom It May Concern:

As you may be aware, Liberty Renewables Inc. (the Applicant), is seeking approval under Section 94-c of the New York State Executive Law for the Hoffman Falls Wind Project (the Project), a proposed 100-megawatt wind-powered electric generating facility in the Towns of Eaton, Fenner, Nelson, and Smithfield, Madison County, New York. Please find enclosed the Applicant's Site Security Plan and Safety Response Plan for the proposed Project pursuant to 16 NYCRR 900.6(d). These plans will be submitted as Appendices to Exhibit 6 of the Section 94-c Application, which the Applicant anticipates filing with the Office of Renewable Energy Siting in the near future. We are requesting your review of the attached plans so that you may let us know if you have any questions or comments. We would appreciate submission of your comments by November 10, 2023. Please direct questions or comments to Meg Lee by phone at 860-575-0680, or by email at mlee@liberty-renewables.com.

We appreciate your time and assistance with this project.

Sincerely,

Meg Lee,
Permitting Manager
Liberty Renewables, Inc.



October 4, 2023

Cazenovia Volunteer Fire Department
121 Albany Street
Cazenovia, NY 13035

RE: Hoffman Falls Wind Farm

To Whom It May Concern:

As you may be aware, Liberty Renewables Inc. (the Applicant), is seeking approval under Section 94-c of the New York State Executive Law for the Hoffman Falls Wind Project (the Project), a proposed 100-megawatt wind-powered electric generating facility in the Towns of Eaton, Fenner, Nelson, and Smithfield, Madison County, New York. Please find enclosed the Applicant's Site Security Plan and Safety Response Plan for the proposed Project pursuant to 16 NYCRR 900.6(d). These plans will be submitted as Appendices to Exhibit 6 of the Section 94-c Application, which the Applicant anticipates filing with the Office of Renewable Energy Siting in the near future. We are requesting your review of the attached plans so that you may let us know if you have any questions or comments. We would appreciate submission of your comments by November 10, 2023. Please direct questions or comments to Meg Lee by phone at 860-575-0680, or by email at mlee@liberty-renewables.com.

We appreciate your time and assistance with this project.

Sincerely,

Meg Lee,
Permitting Manager
Liberty Renewables, Inc.



October 4, 2023

Smithfield Fire Department
4575 Peterboro Road
Morrisville, NY 13408

RE: Hoffman Falls Wind Farm

To Whom It May Concern:

As you may be aware, Liberty Renewables Inc. (the Applicant), is seeking approval under Section 94-c of the New York State Executive Law for the Hoffman Falls Wind Project (the Project), a proposed 100-megawatt wind-powered electric generating facility in the Towns of Eaton, Fenner, Nelson, and Smithfield, Madison County, New York. Please find enclosed the Applicant's Site Security Plan and Safety Response Plan for the proposed Project pursuant to 16 NYCRR 900.6(d). These plans will be submitted as Appendices to Exhibit 6 of the Section 94-c Application, which the Applicant anticipates filing with the Office of Renewable Energy Siting in the near future. We are requesting your review of the attached plans so that you may let us know if you have any questions or comments. We would appreciate submission of your comments by November 10, 2023. Please direct questions or comments to Meg Lee by phone at 860-575-0680, or by email at mlee@liberty-renewables.com.

We appreciate your time and assistance with this project.

Sincerely,

Meg Lee,
Permitting Manager
Liberty Renewables, Inc.



October 4, 2023

Community Memorial Hospital and Emergency Services
150 Broad Street
Hamilton, NY 13346

RE: Hoffman Falls Wind Farm

As you may be aware, Liberty Renewables Inc. (the Applicant), is seeking approval under Section 94-c of the New York State Executive Law for the Hoffman Falls Wind Project (the Project), a proposed 100-megawatt wind-powered electric generating facility in the Towns of Eaton, Fenner, Nelson, and Smithfield, Madison County, New York. Please find enclosed the Applicant's Site Security Plan and Safety Response Plan for the proposed Project pursuant to 16 NYCRR 900.6(d). These plans will be submitted as Appendices to Exhibit 6 of the Section 94-c Application, which the Applicant anticipates filing with the Office of Renewable Energy Siting in the near future. We are requesting your review of the attached plans so that you may let us know if you have any questions or comments. We would appreciate submission of your comments by November 10, 2023. Please direct questions or comments to Meg Lee by phone at 860-575-0680, or by email at mlee@liberty-renewables.com.

We appreciate your time and assistance with this project.

Sincerely,

Meg Lee,
Permitting Manager
Liberty Renewables, Inc.



October 4, 2023

St. Joseph's Health Primary Care Center and Emergency Services
132 1/2 Albany Street
Cazenovia, NY 14826

RE: Hoffman Falls Wind Farm

To Whom It May Concern:

As you may be aware, Liberty Renewables Inc. (the Applicant) is currently seeking approval under Section 94-c Regulations for the Hoffman Falls Wind Farm (the Project), a proposed 100-megawatt wind-powered electric generating facility in the Towns of Eaton, Fenner, Nelson and Smithville, Madison County, New York. You are being provided with the updated Safety Response Plan for the proposed Project pursuant to 16 NYCRR 900.6(d). This plan will be submitted as an Appendix to Exhibit 6 of the Section 94-c Application, which the Applicant anticipates filing with the Office of Renewable Energy Siting in the near future. We are requesting your review of the attached plans so that you may let us know if you have any questions or comments. We would appreciate submission of your comments by November 10, 2023. Please direct questions or comments to Meg Lee by phone at 860-575-0680, or by email at mlee@liberty-renewables.com.

We appreciate your time and assistance with this project.

Sincerely,

Meg Lee,
Permitting Manager
Liberty Renewables, Inc.



October 4, 2023

Cazenovia Volunteer Fire Department
121 Albany Street
Cazenovia, NY 13035

RE: Hoffman Falls Wind Farm

To Whom It May Concern:

As you may be aware, Liberty Renewables Inc. (the Applicant), is seeking approval under Section 94-c of the New York State Executive Law for the Hoffman Falls Wind Project (the Project), a proposed 100-megawatt wind-powered electric generating facility in the Towns of Eaton, Fenner, Nelson, and Smithfield, Madison County, New York. Please find enclosed the Applicant's Site Security Plan and Safety Response Plan for the proposed Project pursuant to 16 NYCRR 900.6(d). These plans will be submitted as Appendices to Exhibit 6 of the Section 94-c Application, which the Applicant anticipates filing with the Office of Renewable Energy Siting in the near future. We are requesting your review of the attached plans so that you may let us know if you have any questions or comments. We would appreciate submission of your comments by November 10, 2023. Please direct questions or comments to Meg Lee by phone at 860-575-0680, or by email at mlee@liberty-renewables.com.

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Sincerely,

Meg Lee,
Permitting Manager
Liberty Renewables, Inc.



October 4, 2023

Smithfield Fire Department
4575 Peterboro Road
Morrisville, NY 13408

RE: Hoffman Falls Wind Farm

To Whom It May Concern:

As you may be aware, Liberty Renewables Inc. (the Applicant), is seeking approval under Section 94-c of the New York State Executive Law for the Hoffman Falls Wind Project (the Project), a proposed 100-megawatt wind-powered electric generating facility in the Towns of Eaton, Fenner, Nelson, and Smithfield, Madison County, New York. Please find enclosed the Applicant's Site Security Plan and Safety Response Plan for the proposed Project pursuant to 16 NYCRR 900.6(d). These plans will be submitted as Appendices to Exhibit 6 of the Section 94-c Application, which the Applicant anticipates filing with the Office of Renewable Energy Siting in the near future. We are requesting your review of the attached plans so that you may let us know if you have any questions or comments. We would appreciate submission of your comments by November 10, 2023. Please direct questions or comments to Meg Lee by phone at 860-575-0680, or by email at mlee@liberty-renewables.com.

We appreciate your time and assistance with this project.

Sincerely,

Meg Lee,
Permitting Manager
Liberty Renewables, Inc.



October 4, 2023

Cazenovia Area Volunteer Ambulance Corps, Inc.
106 Nelson Street
Cazenovia, NY 13035

RE: Hoffman Falls Wind Farm

To Whom It May Concern:

As you may be aware, Liberty Renewables Inc. (the Applicant) is currently seeking approval under Section 94-c Regulations for the Hoffman Falls Wind Farm (the Project), a proposed 100-megawatt wind-powered electric generating facility in the Towns of Eaton, Fenner, Nelson and Smithville, Madison County, New York. You are being provided with the updated Safety Response Plan for the proposed Project pursuant to 16 NYCRR 900.6(d). This plan will be submitted as an Appendix to Exhibit 6 of the Section 94-c Application, which the Applicant anticipates filing with the Office of Renewable Energy Siting in the near future. We are requesting your review of the attached plans so that you may let us know if you have any questions or comments. We would appreciate submission of your comments by November 10, 2023. Please direct questions or comments to Meg Lee by phone at 860-575-0680, or by email at mlee@liberty-renewables.com.

We appreciate your time and assistance with this project.

Sincerely,

Meg Lee,
Permitting Manager
Liberty Renewables, Inc.



October 3, 2023

Madison County Office of Emergency Management
P.O. BOX 577
Wampsville, NY 13163

RE: Hoffman Falls Wind Project

Director Dan Degear:

As you may be aware, Liberty Renewables Inc. (the Applicant), is seeking approval under Section 94-c of the New York State Executive Law for the Hoffman Falls Wind Project (the Project), a proposed 100-megawatt wind-powered electric generating facility in the Towns of Eaton, Fenner, Nelson, and Smithfield, Madison County, New York. Please find enclosed the Applicant's Site Security Plan and Safety Response Plan for the proposed Project pursuant to 16 NYCRR 900.6(d). These plans will be submitted as Appendices to Exhibit 6 of the Section 94-c Application, which the Applicant anticipates filing with the Office of Renewable Energy Siting in the near future. We are requesting your review of the attached plans so that you may let us know if you have any questions or comments. We would appreciate submission of your comments by November 10, 2023. Please direct questions or comments to Meg Lee by phone at 860 575-0680, or by email at mlee@liberty-renewables.com.

We appreciate your time and assistance with this project.

Sincerely,

Meg Lee,
Permitting Manager
Liberty Renewables, Inc.



October 3, 2023

Jeff Edgardton, Code Enforcement Officer
Town of Nelson Code Enforcement
4085 Nelson Road
Cazenovia, NY 13035

RE: Hoffman Falls Wind Project

Jeff Edgardton:

As you may be aware, Liberty Renewables Inc. (the Applicant), is seeking approval under Section 94-c of the New York State Executive Law for the Hoffman Falls Wind Project (the Project), a proposed 100-megawatt wind-powered electric generating facility in the Towns of Eaton, Fenner, Nelson, and Smithfield, Madison County, New York. Please find enclosed the Applicant's Site Security Plan and Safety Response Plan for the proposed Project pursuant to 16 NYCRR 900.6(d). These plans will be submitted as Appendices to Exhibit 6 of the Section 94-c Application, which the Applicant anticipates filing with the Office of Renewable Energy Siting in the near future. We are requesting your review of the attached plans so that you may let us know if you have any questions or comments. We would appreciate submission of your comments by November 10, 2023. Please direct questions or comments to Meg Lee by phone at 860 575-0680, or by email at mlee@liberty-renewables.com.

We appreciate your time and assistance with this project.

Sincerely,

Meg Lee,
Permitting Manager
Liberty Renewables, Inc.

November 2023 Meeting Notes with Local First Responders

SSP/SRP REVIEW MTG
11/28/23 @ 7PM
Hoffman Falls

NAME

email

organization you
represent

(e.g., Morrisville FD, etc.)

TODD Szeuzyk
Russ Smith
Jeremie Wiktor
Mike Bischoff

tr.szeuzyk@gmail.com
russmith0605@gmail.com
Jeremie 35. SW. @ gmail. com
MIKEBISCHOFF@TWC.COM

Morrisville FD
Smithfield/Sevar
Morrisville FD

Juliana Heffern

From: Meg Lee
Sent: Thursday, December 7, 2023 11:48 AM
To: Juliana Heffern
Subject: Hoffman Falls SSP/SRP Meeting Notes
Attachments: SSPISRP REVIEW MTG.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Hi Juliana,

I've done my best to summarize my notes below for the SSP/SRP meeting on 11/28 with the emergency responders surrounding Hoffman Falls. If you can try to incorporate these notes into the SSP/SRP narratives and send back to EDR, that would be great! I also attached a scanned copy of the sign-in sheet.

SSP Notes:

- It would be beneficial to update the emergency responder groups with turbine delivery notifications. This will ensure that no emergency responders get stuck behind any slow deliveries when trying to get to an emergency situation. Rather, if they know when/where the deliveries will be occurring, they can adjust their response routes accordingly and go around the deliveries to avoid delays.
- Ensure any gate keys are provided to the 1st responder groups.

SRP Notes:

- Ensure that the AED machines purchased are compatible with the ones that CAVAC and SEVAC use. This will ensure no delays in emergency response if they show up and need to continue use of an AED. The pads will not need to be transferred out, thus saving critical response time.
- Caz FD, Smithfield FD, and Morrisville FD numbers listed on page 1 (contact sheets) are never answered. Rather, they suggest deferring to the local non-emergency number (315-366-2280) and listing the numbers we currently have as a secondary option. However, in all cases, 911 should be used in true emergencies.
- Add Utica Hospital (Wynn Hospital) to list of Hospitals but include at bottom of list.
- Madison County has a ropes response team that can work secondary to Liberty response team if necessary. The fire team would make the call to this team if deemed necessary. Liberty is working with Todd Szewczyk (of Morrisville FD) to determine if Liberty can provide any additional equipment and/or training.

If you can also follow up with the folks who were unable to attend to see if they have any feedback they would like to provide, that would be great.

Thanks!

Meg Lee | Permitting Manager
Liberty Renewables Inc.
 m: +1 860 575 0680

Town Draft RUA Consultation

AGREEMENT FOR ROAD USE, REPAIR, AND IMPROVEMENTS

This Agreement for Road Use, Repair, and Improvements (the “**Agreement**”) is entered into this ____ day of _____, 2024 (“**Effective Date**”) between Hoffman Falls Wind LLC, with its principal place of business located at 90 State Street, Albany NY 12207 hereinafter “**Company**”, and the Town of _____, a municipal corporation having offices _____, hereinafter “**Municipality**”. The Company and the Municipality are each a “**Party**” and referenced together as the “**Parties**”.

RECITALS

WHEREAS, the Company has been developing a wind generating facility located in the Towns of Eaton, Fenner, Nelson and Smithfield, in Madison County, New York (the “**Wind Project**”); and

WHEREAS, the Company intends to engage in the construction of the Wind Project (the “**Wind Project Construction Activities**”); and

WHEREAS, the Municipality is responsible for the maintenance of certain roads and highways within the Town of _____, Madison County, New York; and

WHEREAS, in connection with the development, construction, operation, maintenance and decommissioning of the Wind Project, it may be necessary for the Company and its contractors and subcontractors or designees (collectively “**Company Parties**”) to (i) traverse certain Municipal highways, roads, bridges, culverts and related fee owned land, rights-of-way or easements owned or maintained by the Municipality as listed on Exhibit A-1 and depicted on A-2 hereto (collectively “**Haul Roads**”) with the Company operated heavy machinery weighing in excess of the legal dimensions or weights specified in Section 385 of the New York State Vehicle and Traffic Law (consisting of approximately oversize/overweight (OS/OW) trucks to deliver the turbine components and the transformer, dump trucks for access road construction, concrete trucks for construction of turbine and substation foundations, and other components during the Wind Project Construction Activities) (collectively referred to herein as “**Company's Heavy Vehicles**”), (ii) transport personnel, parts, equipment, facilities and materials on the Designated Roads (iii) install temporary turning radii and other temporary construction easement rights-of-way and make certain modifications and improvements (both temporary and permanent) to Designated Roads (including without limitation to certain culverts, bridges, road shoulders and other related fixtures) to permit equipment and material to pass, (iv) place certain electrical collection and transmission and communication cables, conduit and other wires and cables (collectively, “**Cables**”) for the Wind Project in close proximity to or under or across certain Municipal roads for the purposes of carrying electrical current and data and information from the Wind Project to the point of interconnection substation and Operation and Maintenance facility, (v) place footings, foundations, towers, poles, crossarms, guy lines and anchors, circuit breakers, junction boxes and other machinery and equipment related to the Cables and existing utility poles which may need to be relocated temporarily or permanently to accommodate Wind Project components (all of the foregoing, collectively, “**Utility Poles**”) in close proximity to certain Municipal roads, and (vi) carry out other related activities (the uses described in clauses (i)

through (v) are the “**Permitted Uses**”); and

WHEREAS, the Company acknowledges that the nature of Wind Project Construction Activities may cause damage to said Designated Roads; and

WHEREAS, the Municipality and the Company wish to enter into an agreement for the use, repair, and improvement of the Designated Roads by the Company, all in accordance with the terms and conditions set forth herein; and

WHEREAS, the Municipality seeks guarantees and assurances from the Company that the Company will pay and/or otherwise indemnify the Municipality for any Damage (as defined herein) to the Designated Roads arising from its activities.

NOW, THEREFORE, in consideration of these promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, agree as follows:

1. Rights and Responsibilities of the Parties.

a. The term “**Designated Roads**” shall include all Municipal highways, roads, bridges, culverts and related fee owned land, rights-of-way or easements owned or maintained by the Municipality as listed on the Exhibits (A-D) attached hereto to this Agreement, which shall include any alternate routes which may be used from time to time by the Company.

b. The Company agrees that it shall be responsible for ensuring that all debris, garbage, and waste upon Designated Roads related to Wind Project Construction Activities are disposed of in the appropriate manner and be responsible for obtaining any applicable approvals, permits and/or orders that are not granted under this Agreement. Materials and equipment of the Company or the Company Parties, if any, shall be removed from the Designated Roads as soon as they are no longer necessary.

c. Except under emergency circumstances, the Company shall use commercially reasonable efforts to not block or obstruct or interfere with the flow of traffic in both lanes of traffic for any more than fifteen minutes at a time. The Company agrees that any proposed temporary road closings will be properly coordinated in advance with the Municipality. Longer term closures, if required, shall be coordinated in writing at least three (3) days prior to the closing. For every activity of the Company that will impact the flow of traffic, the Company shall be responsible for complying with any and all applicable New York State and federal laws concerning traffic control requirements and notifying the Town Designee, as well as the appropriate emergency service providers and school district superintendents and directors of transportation.

d. The term “**Company**” shall include its employees, agents, vendors, contractors, subcontractors, and/or haulers. The Company shall require that each and every employee, agent, vendor, contractor, subcontractor, and hauler will comply with the terms and conditions of this Agreement, and the Company shall be responsible for any failure of each and every employee,

agent, vendor, contractor, subcontractor, and hauler that fails to comply with the terms of this Agreement.

e. The Municipality designates the Highway Superintendent (referred to as “**Designee**”) to act on behalf of the Municipality and to issue approvals under this Agreement. The Highway Superintendent may designate the Highway Work Foreman to serve in his/her stead when needed.

f. The Company agrees that it shall undertake the Wind Project Construction Activities and each of its Permitted Uses at all times in accordance with applicable state, federal and non-superseded local laws, rules and regulations, including without limitation, Section 94-c of the NYS Executive Law and the terms, conditions, limitations and modifications of any certificate or permit it is awarded pursuant thereto.

g. The term “**Period of Use**” shall mean the construction and decommissioning phases of the Wind Project. Except in exceptional circumstances, concrete or other aggregate material trucks are limited to use from 7:00 a.m. to 8:00 p.m. Monday through Saturday and 8 a.m. to 8:00 p.m. on Sunday and national holidays, with the exception of construction and delivery activities which may need to occur during extended hours beyond this schedule on an as-needed basis. (“**Period of Use**”).

h. If, due to exceptional circumstances, safety or continuous operation requirements the Company and the Company Parties determine it is necessary for the Wind Project to use the Designated Roads outside the Period of Use, then the Company or, if applicable, the Company Parties shall notify the Designee, describing in detail such use and the reasons therefore. Such notice shall be given at least 24 hours in advance, unless such construction activities are required to address emergency situations threatening personal injury, property, or severe adverse environmental impact that arise less than 24 hours in advance. In such cases, as much advance notice as is practicable shall be provided.

i. If the Company and the Company Parties determine it is necessary for construction and delivery activities to occur outside the Period of Use for reasons other than exceptional circumstances, safety or continuous operation requirements, then the Company or, if applicable, the Company Parties shall seek the approval of the Designee, describing in detail such use and the reasons therefore. The Designee will take into account, among other things, weather conditions and the conditions of the roads in making their determination to grant permission for use of the Designated Roads outside of the Period of Use, which permission shall not be unreasonably withheld, conditioned, or delayed. In the event that the Designee fails to respond within seven (7) business days, the Designee shall be deemed to have agreed to such use.

j. Once construction begins on the Wind Project, the Designee shall be entitled, at any time, to notify the Company and the Company Parties that use of the Designated Roads may result in excessive damage to the Designated Roads due to weather conditions. The Company shall work with the Designee to develop a plan to mitigate or prevent the effect of such weather conditions. If the Parties are able to develop a plan to mitigate or prevent such damage, then the Company and the Company Parties may continue to use such roads provided such mitigation is implemented. If the Parties are unable to develop such a plan, the Company and the Company

Parties may propose an alternate route to the Project site for approval by the Designee of the Municipality (such approval not to be unreasonably withheld, conditioned, or delayed).

k. Beginning with commencement of construction of the Wind Project, the Company and the Designee shall meet every two weeks to discuss the expected use of the Designated Roads in the next succeeding two weeks, including, without limitation, the construction schedule and the haul routes to be used. The Designee shall have authority to act on behalf of the Municipality, including the right to allow use of the Designated Roads outside the Period of Use and approve use of substitute roads. Within ten (10) days after the execution of this Agreement by the Parties, the Municipality shall provide the name and contact information for its Designee. It is the Company's sole responsibility and obligation to inform the Company Parties of all obligations, restrictions and liabilities contained within this Agreement and specifically that, without limiting any other rights to use Municipal roads and highways, the Company Parties are permitted the limited right to use the Municipal roads and highways as set forth herein or applicable law.

l. Prior to commencing work under this Agreement, the Company shall prepare a plan for dust control for any dirt or gravel haul road(s) to be used during periods of construction, which plan shall be shared with the Designee. The Company intends to primarily use water for dust control. However, where water is not a sufficient source to keep dust under control for safety and visibility reasons, the Company agrees to use environmentally approved dust palliatives. The Company shall maintain reasonable dust control measures throughout construction, including applying water or other dust control palliative on the Designated Roads used during construction. In the event the Company does not maintain a reasonable level of dust control, the Town Highway Department, after notifying the Company of their failure to maintain proper level of dust control, will apply liquid dust control during Wind Project construction and the Company agrees to reimburse the Municipality for such costs.

2. Company Use.

Subject to the requirements of this Agreement, the Municipality hereby specifically grants Company during Periods of Use the right to:

a. Heavy Hauls. Use, traverse, improve, upgrade, construct and repair the Roads listed on Exhibit A-1 and depicted on Exhibit A-2 using Company's Heavy Construction Vehicles and other vehicles to transport personnel, parts, equipment, facilities and materials on, over and across the Designated Roads. The routes depicted on Exhibit A-1 and A-2 will include allowable routes for Company's Heavy Construction Vehicles when returning through the Municipality after heavy components have been delivered.

b. Installation of Underground Cables. Use and encroach into Municipal roads and public rights-of-way as shown on **Exhibit B-1** for the purposes of the installation, ownership and operation of underground Cables under, or in close proximity to the Municipal roads and public rights-of-way, subject to the following:

- (1) Except for Cables that cross under the Roads, all Cables shall be placed

outside of public rights-of-way, except upon prior written approval of the Municipality.

- (2) The Parties acknowledge that the Company may desire to route certain wires, cables, conduits and/or lines (and their associated equipment) related to the transmission of electricity at a voltage of up to 34.5 kV from the Wind Project below ground at a location adjacent to, under or across certain Municipal roads, as identified on Exhibit B-1 (the "34.5 kV Installation"). The 34.5 kV Installation will include a fiber-optic communication cable that will be installed in conjunction with the electrical cables. In connection with the 34.5 kV Installation, the Parties further agree that the Company shall be responsible for obtaining all private land rights as are necessary to permit the Company to complete the 34.5 kV Installation, if any, and make the modifications and improvements to the Municipal roads contemplated by this Agreement, including obtaining all necessary land rights from private landowners adjacent to the Municipal roads, as may be needed. In connection with the 34.5 kV Installation, the Municipality hereby grants the Company all such authorizations and approvals from the Municipality as is necessary to complete the 34.5 kV Installation and extends through the operation of the Wind Project, to include within road Right-Of-Way (ROW), subject only to the Company's obtaining all private land rights as are required in connection therewith.
- (3) For Cables that cross under Municipal roads, the Company may cut an "open trench" across gravel and unimproved roads, and the trench will be backfilled, compacted and raked to return it to conditions equal or better to those prior to the commencement of work. No such open trench shall be cut in any Road, unless first approved in writing by the Designee. In no event, shall underground cables be located within twenty-five (25) feet of any culverts at crossings. When crossing Municipal roads, cuts must be tapered back from center of cut ten (10) feet each way from half the distance of depth of cut.
- (4) The Company will bore under paved roads, and all boring pits and ditch excavation will be backfilled, compacted and raked to return it to conditions equal or better to those prior to commencement of work. The highest point of any such boring by the Company must be at a minimum depth of 36" below the lowest point of the following: (i) road; or (ii) drainage ditch at the selected crossing location. No such boring shall be drilled under any Municipal roads except in the locations set forth in the Exhibits to this Agreement.
- (5) Each boring or cut across a Municipal road will be identified by general location and also by centerline coordinate, and upon the completion of construction, the Company will provide an as-built location.

c. Installation of Overhead Cables. Use of Municipal roads and public rights-of-way for the purposes of the installation, ownership and operation of overhead Cables and/or relocation of existing overhead collection or transmission lines to accommodate Wind Project component installation and/or delivery, over, across and in close proximity to certain Municipal roads and public rights-of-way as shown on **Exhibit B-2**. The Company overhead Cables will be designed and constructed in accordance with National Electric Safety Code (“NESC”) governing the clearance requirements above the roadway. Under no circumstances shall any poles used for the installation of overhead Cables encroach into Municipal roads or public rights-of-way, unless first approved in writing by the Designee.

d. Utility Poles. Use of Municipal roads and public rights-of-way for the purposes of the installation, ownership and operation of Utility Poles, including the temporary or permanent relocation of existing utility poles to accommodate Wind Project component installation and/or delivery, as shown on **B-2**, subject to the following:

- (1) Overhead utility poles will be situated on the “back side of the side ditch” away from Roads, outside of the public right-of-way, unless first approved in writing by the Designee.

e. Temporary Construction Easements and Turning Radii. Use, traverse, improve, upgrade, widen, construct the Designated Roads and rights-of-way shown on **Exhibit C** for purposes of making certain modifications and improvements (both temporary and permanent) to such Designated Roads (including without limitation to certain culverts, bridges, road shoulders and other related fixtures) to permit equipment and material associated with the Wind Project to pass. All such modifications and improvements must be constructed in accordance with local laws and regulations.

f. Driveways. Use and encroach into Designated Roads and other rights-of-way shown on **Exhibit D** for purposes of installing driveways or entrances into or from certain Municipal roads subject to the following:

- (1) Each driveway entrance from a Municipal road will have a coordinate that will be transmitted in an electronic geographic information system (GIS) format (Environmental Systems Research Institute, Inc. [ESRI] shapefile or equivalent) to the Designee.
- (2) Each driveway shall be constructed in accordance with the minimum specification outlined in Exhibit D-1, appended hereto. Driveways installed by the Company must be consistent with the Facility’s Stormwater Pollution Prevention Plan (SWPPP) and must maintain proper drainage of the Municipal roads, the right-of-way, and other adjoining property located outside the rights-of-way, including the installation of a culvert pipe upon request of the Designee.

g. Subsequent Relocation of Improvements. If, from time to time, the Municipality should determine, in its sole discretion, that it will widen a Municipal road or otherwise modify

the public right-of-way in a manner that impacts the Company's Permitted Uses hereunder, upon notice from the Municipality, the Company shall work with the Municipality to relocate any of the improvements to allow the modifications and enter into an agreement to share costs associated with such relocations with the Municipality; provided, however that any underground Cables installed in accordance with Section 2(f) shall not be need to be relocated.

3. **Approval of Locations of Permitted Uses; Escrow.**

a. Following the Effective Date but prior to the delivery of the Exhibits contemplated in Section 3(c) below or commencement of the Company's Permitted Uses, Company and the Designee shall meet and confer regarding the routes to be used for Company's Heavy Vehicles engaged in the Company's activities, the precautions to be taken to protect health and safety, and the proposed locations of the other improvements contemplated under this Agreement.

b. The Municipality may retain an engineer (the "**Municipal Engineer**") to assist in the review of the Company's draft Exhibits submitted pursuant to Section 3(c) and the Company's other documents, reports and plans submitted hereunder. Pursuant to Section 3(g), the Company shall pay for all of the Municipality's documented out of pocket costs and expenses reasonably related to the implementation of this Agreement not otherwise covered by intervenor funding or other funds designated for expenses related to the activities of the major renewable energy development program under Article 10 of the Public Service Law, Section 94-c of the Executive Law or equivalent state permitting process (including the reasonable fees of the Municipality's attorney and Municipal Engineer) (hereinafter referred to as "**Professional Fees**").

c. After meeting with the Designee, but no later than sixty (60) days prior to the commencement of Permitted Uses hereunder the Company will provide to the Designee for their review proposed final **Exhibits A-1, A-2, B-1, B-2, and C** (based on final Wind Project Layout) showing the proposed use of Designated Roads and the locations of the planned infrastructure within the Municipal roads and other Municipal rights-of-way, as well as any additional information related thereto that is reasonably requested by the Municipality. Within twenty (20) days of the Designee's receipt of said proposed final Exhibits, the Municipality shall either (a) approve said Exhibits, which approval shall not be unreasonably withheld, conditioned or delayed, or (b) provide the Company with reasonable revisions to said Exhibits, which revisions shall not be unreasonably withheld, conditioned or delayed. In the event that the Parties are not able to resolve a dispute regarding the Municipality's requested revisions to the Exhibits, the Parties agree to promptly meet to resolve any such disputes. Once approved, the Exhibits shall be attached to this Agreement as the final Exhibits and the Company shall not deviate from the routes and improvements established thereby unless approved by the Designee as set forth herein.

d. For each driveway/curb cut set forth in **Exhibit D**, after meeting with the Designee, but no later than sixty (60) days prior to the commencement of driveway construction hereunder, the Company will provide to the Designee for his/her review a proposed final **Exhibit D ("Driveway Plan")**, based on final facility layout, showing each proposed driveway/curb cut, as well as any additional information related thereto that is reasonably requested by the Municipality. The Driveway Plan may be submitted all together or phased separately as needed

for each driveway. Within twenty (20) days of the Designee's receipt of each proposed Driveway Plan, the Municipality shall either (a) approve said Driveway Plan, which approval shall not be unreasonably withheld, conditioned or delayed, or (b) provide the Company with reasonable revisions to said Driveway Plan, which revisions shall not be unreasonably withheld, conditioned or delayed. In the event that the Parties are not able to resolve a dispute regarding the Municipality's requested revisions to the Driveway Plan(s), the Parties agree to promptly meet to resolve any such disputes. Once approved, the Driveway Plan(s) shall be attached to this Agreement as the final **Exhibit D** and Company shall not deviate from those plans unless approved by the Designee as set forth herein.

e. Following the acceptance of the final Exhibits, the Parties recognize that variations to the location of the improvements, or that other routes, may become necessary to use due to various reasons.

- (1) Unless otherwise agreed to between the Company and the Designee should any Municipal roads not listed or shown on **Exhibits A-1 and A-2** be expected by Company to be used by the Company's Heavy Vehicles, at least thirty (30) days prior to the commencement of such use, the Company shall notify the Designee in writing, conduct the necessary surveys and pre-use inspections under this Agreement and add the Roads to **Exhibit A-1 and A-2**, subject to the prior written approval of the Municipality, which approval shall not be unreasonably withheld, conditioned or delayed. In the event the Company deviates from the Road route designated in, or added by the Company to, **Exhibits A-1 and A-2**, in addition to any other remedies available herein, the Designee may request and the Company shall immediately upon receipt of such request cease and desist such deviation.
- (2) In the event that the Company's Heavy Vehicles need to use Roads not listed or shown on **Exhibits A-1 and A-2** in an emergency, the Company shall provide telephonic notice to the Designee and may only use said Roads on a temporary basis until such emergency has ended. In the event that the Company determines that said Roads will be used on a permanent basis, the Company shall comply with the terms of Section 3 (e)(1) above.
- (3) If the Company needs to materially vary the type, method or locations of any improvements shown on **Exhibits B-1, B-2, C or D**, the Company shall provide a revised Exhibit to the Designee for review and approval, which shall not be unreasonably withheld, conditioned, or delayed. Except in the event of an emergency, the Designee shall complete the review within thirty (30) days.

f. Upon approval of the Exhibits as described above, the Municipality shall issue, if necessary, any encroachment, crossing, driveway or other similar permits for the Company's encroachment into the public right-of-way. Except for the foregoing, no other permits or approvals, including without limitation for the use of Heavy Vehicles on Roads, will be required

from the Municipality for the Permitted Uses hereunder.

g. At all times during the Term of this Agreement, the Company shall keep the Municipality apprised of the timing, location, and nature of its Permitted Uses, including, without limitation, notice of its anticipated and actual start and stop dates for Periods of Use for the Wind Project Construction Activities and identification of subcontractors using Heavy Vehicles to be used by the Company. The Company shall provide such information regarding the timing, location and nature of its Permitted Uses promptly upon request. The Company agrees to cooperate in good faith with the Municipality with respect to such time periods, which cooperation shall include but not be limited to coordinating the timing of the Company's use, repair or improvement of the Roads with similar activities of the Municipality and other heavy haulers or developers within the Municipality who are subject to road use local laws or road use agreements.

h. The Company agrees to reimburse the Municipality for its reasonable Professional Fees. The Municipality may draw upon the Professional Fees Escrow Account described in Section 3(i)(1) to pay such Professional Fees; provided, however, upon the Company's request, Municipality shall detail the costs, fees, expenses and any other bills incurred to or by the Municipality for the Professional Fees. If the Company reasonably and in good faith disputes a payment made from the Escrow Account, then the Parties shall abide by the procedure set forth herein for dispute resolution in Section 8 below.

i. Establishment of Escrow Accounts. Prior to the Company's submittal of the draft Exhibits set forth in Section 3(c), the Company shall:

- (1) Deposit the sum of twenty thousand dollars (\$20,000.00) in an escrow account to be established by the Municipality to secure the payment of Professional Fees ("**Professional Fees Escrow Account**"). If at any time the balance in such account is reduced to one-third or less of its initial amount, the Municipal Clerk shall advise the Company, and the Company shall deposit additional funds in such account to bring its balance up to the amount of the initial deposit within fifteen (15) days of the Company's receipt of written request therefor. The balance of the Professional Fees Escrow Account shall be returned to the Company within thirty (30) days of the end of the Term.
- (2) Deposit the sum of \$50,000.00 in a separate escrow account to be established by the Municipality to secure the payment of costs for emergency repairs of Immediately Dangerous Damage, as set forth in Section 6(b) below ("**Emergency Repairs Escrow Account**"). If at any time the balance in such account is reduced to one-third or less of its initial amount, the Municipal Clerk shall advise the Company, and the Company shall deposit additional funds in such account to bring its balance up to the amount of the initial deposit within fifteen (15) days of the Company's receipt of written request therefor. The balance of the Emergency Repairs Escrow Account shall be returned to the Company within thirty (30) days

of the end of the Term.

j. Nothing in this Agreement shall be construed as granting permission or rights to the Company to infringe, use or encroach upon the land of private landowners. Any right or permission granted to the Company by the terms of this Agreement to infringe, use or encroach upon land within the Municipality shall be limited to land owned by the Municipality and shall be subject to the Company obtaining from private landowners within the Municipality all legal and/or equitable permissions and rights necessary to infringe, use or encroach upon privately owned land. For any reinforcement activities, damage repairs or other Permitted Uses that require excavation of land, the Company shall contact Dig Safely New York and shall avoid damage to any water, sewer, gas or other utility pipes, tanks or lines located in the Municipal rights of way.

4. **Reinforcement Activities.**

The Parties acknowledge and agree that certain modifications and improvements to the Designated Roads and related appurtenant structures may be necessary to accommodate the use of the Designated Roads by the Company and the Company Parties contemplated hereby, including the widening of certain roads and modifications and improvements necessary to accommodate the heavy equipment and materials to be transported on the Designated Roads (“**Reinforcement Activities**”). The Reinforcement Activities that shall be made by the Company, at its sole cost and expense. The Company reserves the right to amend this Agreement to add roads and appurtenant structures if deemed necessary upon five (5) days’ notice to the Designee. The Municipality, and the Company agree that such improvements and modifications shall be made in accordance with the specifications set forth on **Exhibit E**. Notwithstanding anything herein to the contrary, upon the reasonable written request of the Company, the Designee is authorized from time to time to grant consent to deviations in writing from the specifications set forth on **Exhibit E**. The Designee shall complete their review of the Reinforcement Activities within thirty (30) days of its receipt of the proposed Reinforcement Activities. Upon the Designee’s approval of said plans, the Company shall perform the Reinforcement Activities. The Company’s performance of the Reinforcement Activities on the Designated Roads shall be conducted to minimize the effects on local transportation and shall be coordinated with the Designee with respect to its planned construction (if any) affecting the Designated Roads.

5. **Road Surveys and Routes.**

Prior to the commencement of Road use activities by the Company’s Heavy Vehicles, the Company shall retain an independent New York licensed professional civil engineer approved by the Municipality (“**Company Engineer**”) to

- a. Survey the Designated Roads to document the conditions of such roads prior to their use (the “**Initial Survey**”). The Initial Survey shall include for each road or road section (i) the Municipality’s specifications applicable to the construction and use of the existing road; (ii) the period of time since the road was construction or last maintained; (iii) an assessment of the condition of the road based on visual inspection; (iv) the condition of appurtenant supporting structures and existing culverts; and (v) impacts to shoulders or roads due to construction of temporary

or permanent accessways or haul roads. The Initial Survey shall also include a survey of the roads and highways within the boundaries of the Municipality anticipated to be used by the Company and the Company Parties including any alternate routes which may be used from time to time. The third-party surveyor will videotape the Designated Roads which video shall be accompanied by a written summary of findings regarding the condition of the Designated Roads (the "**Road Report**"). Copies of the video and the Road Report shall be provided to the Designee and the Company. The costs of the Initial Survey and Road Report will be borne by the Company. The Company agrees that the Initial Survey shall include an assessment of the haul routes identified in **Exhibits A-1** and **A-2** for rutting conditions and potential for rutting. All the foregoing work shall be done at the Company's sole cost and expense.

- b. The Company shall in good faith notify the Designee when the Period of Use has concluded and within sixty (60) days thereafter, the Company shall, at the Company's cost, retain a Third-Party Engineer, agreed to by the Parties to prepare a post-construction video Road survey to determine the then current condition of the Designated Roads. ("**Post Construction Report**"), as well as a report detailing any Damage arising from the Wind Project Construction Activities or other Permitted Uses of the Company ("**Damage Report**"). The post-construction road inspection shall assess rutting for the locations identified. In **Exhibits A-1** and **A-2**. All of the foregoing work shall be done at the Company's sole cost and expense.

6. Road Damage.

a. In the event that any of the (i) Designated Roads, including shoulders of the roads, or related appurtenances, including bridges, culverts and other road improvements, or (ii) modifications and improvements made pursuant to Section 4 are damaged as a result of the use by the Company or the Company Parties, the Company agrees to either (i) reimburse the Municipality for reasonable costs, fees, expenses and any other reasonable bills incurred by the Municipality to repair such damage and to restore such road(s) or related appurtenance to the condition they were in prior to the Company's use (as near as is reasonably practicable having due regard for normal wear and tear) under this Agreement, including road section thickness and width or (ii) repair (or cause to be repaired), at the Company's sole cost and expense, such damage and to restore such road(s) or related appurtenance to the condition they were in prior to the use (as near as is reasonably practicable having due regard for normal wear and tear) under this Agreement, including road section thickness and width. The Company shall restore Designated Roads in accordance with the specifications set forth on **Exhibits E**. The Parties shall rely upon the Initial Survey and the Road Report conducted pursuant to Section 5 for purposes of determining whether the repair has been performed in accordance with the standards set forth in this Section. Any repair and restoration shall be promptly performed at such times as mutually agreed by the Company and the Designee, having due regard for time of year, weather, safety, the presence of emergency conditions and the costs of such repairs compared with other times of year. Following completion of such repair, the Designee and the Company shall jointly inspect the repair to determine that it has been satisfactorily completed.

- b. The Designee may request in writing that the Company repair, at its sole cost and

expense, damage shown to be caused by the Company and the Company Parties to the Designated Roads and related appurtenances and return such roads and appurtenances to the condition such roads and appurtenances were in prior to such damage (as near as is reasonably practicable having due regard for normal wear and tear). Prior to commencement of such repair, the Designee and the Company shall meet to review the damage in relation to the Initial Survey, Road Report or most recent subsequent survey, as applicable. The Company shall repair (or cause to be repaired) such damage and restore the road(s) to the standard set forth in this Section, unless the Company or the Company Parties demonstrate to the reasonable satisfaction of the Designee that the damage was not caused by the Company or the Company Parties. Any repair and restoration shall be promptly performed at such times as the Company and the Designee determine, having due regard for the time of year, weather safety, the presence of emergency conditions and the costs of such repairs compared with other times of year. In the event that the Company fails to repair such roads and appurtenances within the agreed period, then, unless the Parties mutually agree otherwise, the Municipality may make such repairs and shall invoice the Company for the costs incurred by the Municipality in connection with the repair. The Company shall pay such invoiced amounts within forty-five (45) days following receipt of such invoice. The burden shall be on the Company to establish that an invoice is unjustified or unreasonable subject to the dispute resolution provisions set forth in Section 8.

c. If any Damage occurs to Designated Roads by the use of Designated Roads by the Company's Heavy Vehicles or by the Company's other Permitted Uses and such Damage is, in the reasonable opinion of the Designee, an immediate danger to the public using said Designated Road ("**Immediately Dangerous Damage**"), the Designee shall provide telephonic and written notice to the Company that there is an Immediately Dangerous Damage to a Designated Road or Designated Roads. In the event that the Company does not undertake the necessary emergency repairs in a reasonable timeframe, the Municipality shall advise the Company that it will undertake the repairs itself, provide any details available to the Municipality at that time, and may retain necessary contractors and subcontractors to undertake immediate emergency repairs to said Designated Road. The Municipality shall then provide the Company with documentation detailing the completed repairs and any additional repairs that may be required. Immediately Dangerous Damage includes any condition that in the opinion of the Designee creates a safety risk if not repaired within the next five (5) days. In the event the Company becomes aware of any potential Immediately Dangerous Damage, it shall immediately notify the Designee of the particulars of such Damage, which the Municipality shall thereafter inspect and, if warranted, repair in the manner described above.

d. Notwithstanding the provisions of Section 6(b), within 45 days following the submittal of the Post Construction and Damage Report (if any), the Municipality must notify the Company in writing if the Municipality believes Damages to the Designated Roads (other than those which are identified in Company's Damage Report) arise from Wind Project Construction Activities or other Permitted Uses of the Company.

e. Except in the case of Immediately Dangerous Damage covered by Section 6(c), within twenty (20) days after a receipt of any written notice of allegation of Damage from the Municipality, the Company shall notify the Designee in writing of its agreement or disagreement with the allegations.

f. Concurrent with the Company's response in Section 6(e), the Company shall also notify Designee whether it elects to undertake all or some of the repairs, including retention of necessary contractors and subcontractors and will coordinate such activities with the Designee.

g. Except in the case of Immediately Dangerous Damage covered by Section 6(c), with respect to any repairs that are not in dispute and that the Company elects not to perform hereunder, the Company shall reimburse the Municipality for the undisputed repair costs incurred by the Municipality within thirty (30) days after receipt of the invoice. The Municipality's charges shall be based on the Municipality maintained time and material cost records, which shall be made available to the Company for review upon request. Billing rates shall be those established by the Municipality and shall be uniformly applied to all customers.

h. If the Company reasonably disputes the invoice, scope of repair, need for repair or its liability for the repair, the Company shall pay any and all amounts not in dispute and Company shall provide a written statement as to its basis for contesting the disputed amount(s) within the same 20-day period. In the event of a dispute, then both Parties shall abide by the dispute resolution procedures set forth in Section 8 below.

i. The manner of repair of any Road Damage described in this Agreement shall be at the reasonable discretion of the Designee consistent with the Road or bridge standards that are otherwise applicable throughout the Municipality for the type of road or bridge involved being a guide. The Company shall be required to pay for and install road base materials or surfaces to a condition equal to or better than existed prior to the alleged Damage caused by the Company. By way of example, should Damage occur to an unpaved Road, the Company will not be required to pave such Road. The Parties agree that the roadway repairs will consist of those repair techniques identified in **Exhibit E**, provided however, the Parties agree that the repair techniques may change in the future and further agree to cooperate in good faith to take into account reasonable advances in repair techniques in consultation with the Designee.

j. The Company's engineering responsibility, including the selection of material and equipment suitable for the repair of, and modifications and improvements to, the Designated Roads shall be carried out in accordance with generally accepted engineering practices, and the Company's construction responsibility shall be carried out in accordance with sound construction practices, subject to the provisions of Section 6(i). The Company shall require from its construction contractors and subcontractors the same standards of engineering and construction practice. The Company warrants that it shall perform and complete all repairs, modifications and improvements hereunder in a good and workmanlike manner.

k. The Company warrants during the Applicable Warranty Period (as defined below) that all repairs, modifications and improvements hereunder shall be free from defects in material and workmanship. The Company shall remedy any defects in the repairs, modifications and improvements performed hereunder, workmanship, materials and equipment, including repairs, modifications and improvements, workmanship, materials and equipment provided by subcontractors, in accordance with Section 6(i) which appear during the Applicable Warranty

Period. A "defect" means any and all design, engineering, construction, manufacturing, installation, materials, equipment, repairs, modifications or improvements which (i) does not conform to the terms of this Agreement, (ii) fails to comply with the standards set forth in Section 6(i), (iii) is not of specified quality, (iv) is of improper or inferior workmanship, or (v) is not suitable for use under the applicable climatic and range of operating conditions. As used herein, "Applicable Warranty Period" means, with respect to any repair, modification, or improvement by the Company hereunder, the time period that begins on the date repairs, modifications, or improvements to Designated Roads are identified by the Company to the Municipality where the road is located as complete and ending on the date that is twelve (12) months after such completion date.

l. During the Applicable Warranty Period, the Municipality shall notify the Company in writing within fifteen (15) days of discovery of any defects in the repairs, modifications, or improvements, provided that any delay by the Municipality beyond such fifteen (15) days in notifying the Company shall relieve the Company from liability only to the extent of any additional expense which may arise as the direct result of such delay. At no additional cost to the Municipality, the Company shall proceed promptly to take such action relating to its performance hereunder as is necessary to cause the repairs, modifications, and improvements to comply with the warranties specified in this Agreement. The Company shall be available either at the Wind Project or by telephone for the performance of warranty repairs on a seven (7) day a week basis. The Company shall not be obligated to remedy any materials, equipment, repairs, modifications, or improvements which become defective as a result of improper operation or maintenance by the Municipality, or which results from normal wear and tear or use by parties other than the Company or the Company Parties. In the event that the Company fails to repair such roads within the agreed period, then, unless the Parties mutually agree otherwise, and if the Company fails to agree to undertake such repairs within thirty (30) days of its receipt of notice from the Municipality where the road is located, then the Municipality may make such repairs and shall invoice the Company for the costs incurred in connection with the repair. The Company shall pay such invoiced amounts within sixty (60) days following receipt of the invoice. The burden shall be on the Company to establish that an invoice is unjustified or unreasonable subject to the dispute resolution provisions set forth in Section 8.

m. Promptly, upon completion of any repairs required in this Section, the Designee will issue a letter in the form of **Exhibit F** (the "Road Inspection and Release") accepting the repairs and, subject to the Company's warranty in Section 6(k), release the Company from Damages that may occur from normal wear and tear. To the extent Damage is not identified, subject to the Company's warranty in Section 6(k), such letter from the Designee will release the Company from the responsibility of repairing Damages of each of the Designated Roads identified in **Exhibits A-1 and A-2**. Notwithstanding anything to the contrary herein or in any Road Inspection and Release, no release from liability shall apply to the extent of Designated Roads used by the Company's Heavy Vehicles during time periods which have not been agreed to under this Agreement.

n. The Company agrees that in connection with any upgrades or repairs to be made hereunder, the Company may determine, in its sole discretion, that there may be certain materials removed from the Designated Roads that are no longer necessary for the Wind Project (the

“**Excess Materials**”). The Company agrees to remove such materials and stockpile them for use by the Municipality if requested by the Designee. The Designee shall designate the place on Municipal property on which the Excess Materials will be stored. In the event that the Municipality does not want the excess material, the Company will dispose of the excess materials in accordance with all applicable laws.

o. The Company warrants that all repairs, modifications, improvements, and materials furnished in connection with the performance by the Company and the Company Parties under this Agreement shall be free and clear of all liens.

7. Operating, Maintaining, and Decommissioning Project.

In the event operating, maintaining, or decommissioning of the Wind Project requires the use by the Company of oversized or overweight vehicles, prior to entry upon roads and highways with such vehicles, the Company shall inspect the affected roads and highways pursuant to this Agreement and produce to the Designee a Post-Construction Report (the “Post-Construction Report”). In the event of subsequent damage caused by operating, maintaining, or decommissioning of the Wind Project (measured against the Post-Construction Report), the Parties agree that this Agreement would be re-instated for a term necessary to repair such damage, in which event the Company’s rights and obligations hereunder, including the warranty provisions of Section 6, shall be restored for the period necessary to repair such damage, if any. In no event shall the post-construction road use obligations limit the use of ordinary commercial trucks (i.e. pick-up trucks) in use for the Wind Project.

8. Dispute Resolution

a. Disputes Regarding Repair Work. In the event that the Company or the Company Parties and the Municipality do not agree regarding the quality or completeness of any repair work conducted pursuant to this Agreement, the Company and the Municipality shall commence mediation for adjudication of the dispute by notifying the mutually agreed upon independent engineer identified pursuant to this Agreement as the “mediator”. If the mediator is satisfied with the quality and completeness of the repair work, no further work shall be required. If the mediator is satisfied with the scope of the repair work, the Municipality shall be responsible to pay the full amount of the mediator’s invoice within sixty (60) days. If the mediator is not satisfied with the quality and completeness of the repair, the Company shall perform the repair activities identified by the mediator but shall not be required to perform repair beyond what the Municipality had requested of the Company. In the event that the work is deemed inadequate, the Company shall pay the full cost of the mediator’s invoice.

b. The parties shall mutually agree upon an independent engineer mediator for such disputes regarding road work prior to the commencement of any mediation.

c. If a Party has a dispute with the other Party regarding or in connection with this Agreement, then such Party will notify the other Party in writing of such dispute. Before resorting to litigation, the Parties shall use reasonable efforts to settle such dispute through representatives of the Parties for a period of at least thirty (30) days, during which time the parties shall have at least one (1) in-person meeting. Any litigation related to this Agreement shall be

initiated before a court of competent jurisdiction located in the State of New York. For the purposes of clarity, in the event a cure period applies pursuant to Section 22, no dispute resolution obligation shall apply until after the expiration, or alleged expiration, of such cure period.

9. Indemnification.

a. To the fullest extent permitted by law, each Party (as “Indemnitor”) shall indemnify and hold harmless the other Party, and the affiliates, members, investors, and partners of such other Party, and its and their respective directors, shareholders, members, officers, and employees (collectively, “Indemnitee”), from and against all losses, to the extent that such losses may be caused by or arise out of performance of work upon Municipal roads by Indemnitor or result from any breach of any representation or warranty made in this Agreement by Indemnitor. More particularly, but without in any way limiting the foregoing, the Indemnitor hereby releases the Indemnitees and agrees to indemnify and hold harmless the Indemnitor from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any Designated Road by the Indemnitor and their respective employees, agents, representatives or contractors.

b. Limitation of Liability. Except as expressly set forth herein, the acts of each Party are provided hereunder without warranty of any kind, express or implied, and each Party hereby disclaims any such warranty including, without limitation any warranty of merchantability or fitness for a particular purpose. The Parties waive all claims against each other (and against each other's parent companies and affiliates and their respective members, shareholders, officers, directors, agents, and employees) for any consequential, incidental, indirect, special, exemplary, or punitive damages (including loss of actual or anticipated profits, revenues or product loss by reason of shutdown or non-operation; increased expense of operation, borrowing or financing; loss of use or productivity; or increased cost of capital); and, regardless of whether any such claim arises out of breach of contract or warranty, tort, product liability, indemnity, contribution, strict liability or any other legal theory.

10. Insurance.

The Company shall at all times throughout the term of this Agreement maintain or cause to be maintained in full force and effect worker's compensation insurance in an amount required by applicable law and general liability insurance, naming the Municipality as additional insureds, in an amount of Five Million Dollars (\$5,000,000) in the aggregate. The Company may utilize any combination of primary and/or excess insurance to satisfy this requirement. The Company may elect to self-insure any or all of the insurance requirements contained in this Agreement. The Company will provide proof of such insurance in the form of a certificate of insurance or proof of self-insurance upon request of the Municipality. If the Municipality performs a repair, the Company shall have no obligation relative to indemnity or insurance for work completed and the Municipality shall be responsible for its own insurance protection.

11. Captions and Headings.

Captions and headings throughout this agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or of the scope or intent of this agreement nor in any way affect this Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement has been prepared by one of the Parties, all of the Parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting party shall not apply. All Exhibits referenced in this Agreement are incorporated in and form a part of this Agreement.

12. Amendments and Integration.

This Agreement (including Exhibits) shall constitute the complete and entire agreement between the Parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. This Agreement may be amended only by a written agreement signed by all of the Parties.

13. Severability; No Waiver.

If any provision of this Agreement, or any portion of any provision of this Agreement, is declared null and void, such provision or such portion of a provision shall be considered separate and apart from the remainder of this Agreement, which shall remain in full force and effect. The waiver by any Party hereto of a breach or violation of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

14. Governing Law; Forum.

This Agreement shall be governed and construed in accordance with the laws of the State of New York. The exclusive forum for any actions or proceedings not settled or required to be settled through dispute resolution or other means pursuant to this Agreement shall be the state and federal courts located in Madison County, New York.

15. Binding Effect/Assignment.

a. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns.

b. Except as provided in subsection (c), below, no Party to this Agreement shall assign, transfer, delegate or encumber this Agreement or any or all of its rights, interests or obligations under this Agreement without the prior written consent of the other Parties. In those instances in which the approval of a proposed assignee or transferee is required or requested: (i) such approval shall not be unreasonably withheld, conditioned, or delayed; and (ii) without

limiting the foregoing, in the case of the Municipality, the Municipality's approval may not be conditioned on the payment of any sum or the performance of any agreement other than the agreement of the assignee or transferee to perform the obligations of the Company pursuant to this Agreement. The Company may, without the consent of the Municipality, assign this Agreement or any or all of its rights, interests or obligations under this Agreement to (i) an affiliate of Company, (ii) an entity to which the Company has conveyed or leased the Wind Project, or (iii) any corporation, partnership, limited liability company or other business entity that acquires all or substantially all of the assets used in connection with the Wind Project; provided further that, assignee agrees in writing to be bound by the terms of this Agreement. The Company or the assignee shall provide notice of the assignment of this Agreement prior to assignee using the Roads pursuant to the terms of this Agreement.

c. The Company may, without the consent of the Municipality, pledge, mortgage, grant a security interest in, or otherwise collaterally assign this Agreement or any or all of its rights, interests and obligations under this Agreement to any lender or equity provider providing financing for the Wind Project as security for the Company's obligations under the financing agreements (including a trustee or agent for the benefit of its lenders) (a "Permitted Collateral Assignee"). In connection with any such collateral assignment to a Permitted Collateral Assignee, the Municipality shall, upon the request of the Company, deliver to the Company and the Permitted Collateral Assignee without delay a consent agreement in a form reasonably requested by the Company and the Permitted Collateral Assignee and which shall contain customary provisions.

16. Entire Agreement.

The entire agreement of the Parties is contained in this Agreement. No promises, inducements or considerations have been offered or accepted except as herein set forth. This Agreement supersedes any prior oral or written agreement, understandings, discussion, negotiations, and offers of judgment or statements concerning the subject matter thereof. The parties hereto agree to execute and deliver such other documents and to perform such other acts as may, from time to time, be reasonably required to give full force and effect to the intent and purpose of this Agreement.

17. Counterparts.

This Agreement may be entered in counterparts, each of which will be considered an original, and all of said counterparts shall together constitute one and the same instrument which may be sufficiently evidenced by one counterpart.

18. Intentionally Left Blank

19. Authority of Parties.

The individuals who have executed this Agreement on behalf of the respective Parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the

purpose of duly binding such entities to this Agreement.

20. Nature of Relationship.

The status of the Company under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, each Party and its officers, agents, employees, representatives, and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives, or servants of the other Party. Each Party accepts full responsibility for providing to its employees all statutory coverage for worker's compensation, unemployment, disability, or other coverage required by law. Notwithstanding the foregoing, it is not the Parties' intention to establish a relationship whereby the Municipality is, and notwithstanding anything to the contrary in this Agreement the Municipality shall not be, a contractor of the Company with respect to Repairs. Rather, the Municipality shall perform Repairs as part of its ongoing maintenance of Municipal roads, and the Company's only obligation with respect to Repairs performed by the Municipality shall be to reimburse the Municipality in accordance with this Agreement.

21. Notice.

a. Except where telephonic notice is required in Section 3(d)(2) and Section 6(b) and when providing telephonic notice to the other Party in the event of an emergency, any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (1) upon hand delivery, (2) facsimile, or (3) on the first day following delivery via a nationally registered United States overnight courier service. Notice delivered in person shall be acknowledged in writing at the time of receipt. Notice delivered by facsimile shall be acknowledged by return facsimile within twenty-four (24) hours, excluding Saturdays, Sundays, and public holidays. Prior to the commencement of Road use activities by the Company's Heavy Vehicles, the Company shall provide a telephone number in writing to the Designee where a Company representative will be available 24 hours a day and, thereafter, Designee shall provide a telephone number to the Company. The Parties agree that whenever there is an emergency situation, the Party shall provide telephonic notice to the other Party in a reasonable amount of time following the emergency.

b. For purposes of this Agreement only, any notices to the Parties, other than telephonic notices, shall be directed to the Parties as set forth below:

For Company:

With a copy to:

Young/Sommer LLC
Attorneys for Hoffman Falls Wind LLC
Executive Woods
5 Palisades Drive, Suite 300
Albany, NY 12205

For Municipality:

For Highway Superintendent:

With a copy to:

The Parties may change their notice addresses upon written notice to the other Party using a method set forth in this Section 21.

22. Default and Remedies.

a. In the event the Municipality believes a default in the obligations of the Company under this Agreement has occurred, the Municipality shall give the Company written notice of such alleged default and the Company shall have thirty (30) days (unless the alleged default is already subject to an express time period in this Agreement, in which case that time period shall control), from the receipt of such notice to cure such alleged default, except that should the nature of the alleged default be such that it cannot be reasonably cured within such thirty (30) days, Company shall commence and diligently continue cure activities within such thirty (30) days and shall have a reasonable amount of time after the expiration of the thirty (30) (or ten (10) day period to cure such alleged default, provided however, such additional cure period shall not exceed one hundred and twenty (120) days. No cure period shall apply to a default that requires immediate attention pursuant to Section 6 of this Agreement. Notwithstanding anything in this Section 22 to the contrary, the Company shall have a reasonable amount of time to cure an alleged default with regard to its obligations regarding disposal of debris and the blockage of traffic.

b. In the event the Company believes a default in the obligations of the Municipality under this Agreement has occurred, Company shall give the Municipality written notice of such alleged default and the Municipality shall have thirty (30) days (unless the alleged default is already subject to an express time period in this Agreement, in which case that time period shall control) from the receipt of such notice to cure such alleged default, except that should the nature of the alleged default be such that it cannot be reasonably cured within such thirty (30) days, the Municipality shall commence and diligently continue cure activities within such thirty (30) days and shall have a reasonable amount of time after the expiration of the thirty (30) day period to cure such alleged default, provided however, such additional cure period shall not exceed one hundred and twenty (120) days.

23. Further Assurances

Subject to the terms of this Agreement, each Party agrees to reasonably cooperate with the other Party's reasonable use of Roads.

24. Safety.

The Company shall perform the work hereunder in a safe manner and shall obey all safety requirements of the Company, and all applicable federal, state, County, and Town laws, rules, and regulations, that may be established from time to time. While work is being done on a Designated

Road, the Company shall cause the Company Parties to (i) place signs stating that people and vehicles are entering a construction area and (ii) identify certain hazards that may be present on the Designated Road. The Company also agrees to cause the Company Parties to provide traffic control on the Designated Roads when such roads are blocked during their use by the Company or the Company Parties under this Agreement. All traffic control devices and signage associated with Road construction shall comply with the Manual on Uniform Traffic Control Devices.

25. Term.

a. The term of this Agreement shall become effective as of the date first written above and shall remain in effect until the date that is sixty (60) days after the date on which the Wind Project facilities are decommissioned, and the decommissioning has been approved by the Office of Renewable Energy Siting or State permitting equivalent (“**Term**”).

b. The Municipality agrees that the Company’s right to place Cables and Utility Poles and other infrastructure as permitted herein in Municipal roads and in the Municipality’s right of way shall be irrevocable during the Term.

26. Provision of Security for Performance.

a. Form of Security. For the period commencing on the date that construction of the Wind Project begins and ending on the date that commercial operation of the Wind Project is achieved, the Company agrees to furnish a payment and performance bond or other reasonably equivalent form of security or guarantee (including, without limitation, an escrow agreement, letter of credit, or guarantee provided by Hoffman Falls Wind LLC) which the Company may elect to provide (i) in the amount of One Hundred Thousand Dollars (\$100,000.00) for the joint and several benefit of the Municipality, with such surety and on such terms as are reasonably satisfactory to the beneficiaries, guaranteeing (i) the full and faithful performance of the repairs, modifications and improvements by the Company and the Company Parties hereunder and (ii) the payment of all liens of all persons performing labor or providing services, materials, equipment, supplies, machinery, and other items in connection with the performance of such repairs, modifications and improvements by the Company and the Company Parties hereunder. The amount of the payment and performance bonds is not intended to limit in any way the obligation of the Company to perform its obligations, all in accordance with this Agreement.

b. Release of Security. Upon the achievement of commercial operation of the Wind Project and the completion of the repair work to the reasonable satisfaction of the Designee, the Designee shall issue to the Company a certification in writing that the performance is accepted in the form provided in Exhibit F. If further repair work is required to return roads to a condition that is not worse than the conditions identified in the initial survey, the bond shall be reduced to an amount to cover the reasonable “repair” expenses for the remaining pre-construction repair work. Upon completion of the post-construction repair work, the Municipality shall issue the certificate contained in Exhibit F and release the funds remaining in the bond or other form of security back to the Company.

27. Force Majeure

a. Force Majeure Event Defined. As used in this Agreement, “**Force Majeure Event**” means causes or events that are beyond the reasonable control of, and without the fault or negligence of, the Party claiming such Force Majeure Event, including, without limitation, pandemics, natural disasters; fire; lightning strikes; earthquake; acts of God; unusually or unseasonably severe actions of the elements such as snow, floods, hurricanes, or tornadoes; causes or events affecting the performance of third-party suppliers of goods or services to the extent caused by an event that otherwise is a Force Majeure Event under this Section 27 ; sabotage; terrorism; war; riots or public disorders; strikes or other labor disputes; and actions or failures to act (including expropriation and requisition) of any governmental agency, to the extent such cause or event prevents or delays performance of any obligation imposed on the Party claiming such Force Majeure Event (other than an obligation to pay money).

b. Applicability of Force Majeure Event. No Party will be in breach or liable for any delay or failure in its performance under this Agreement to the extent such performance is prevented or delayed due to a Force Majeure Event, provided that:

- (1) the non-performing Party will give the other Parties written notice within forty-eight (48) hours of the commencement of the Force Majeure Event, with details to be supplied within fourteen (14) calendar days after the commencement of the Force Majeure Event further describing the particulars of the occurrence of the Force Majeure Event;
- (2) the delay in performance will be of no greater scope and of no longer duration than is directly caused by the Force Majeure Event;
- (3) the Party whose performance is delayed or prevented will proceed with commercially reasonable efforts to overcome the events or circumstances preventing or delaying performance and will provide a written report to the other Parties during the period that performance is delayed or prevented describing actions taken and to be taken to remedy the consequences of the Force Majeure Event, the schedule for such actions and the expected date by which performance will no longer be affected by the Force Majeure Event; and
- (4) when the performance of the Party claiming the Force Majeure event is no longer being delayed or prevented, that Party will give the other Parties written notice to that effect.

[signature page to follow]

IN WITNESS WHEREOF, Parties have caused their respective, duly authorized officers to execute this Agreement under seal as of the day and year first above written.

Hoffman Falls Wind LLC

Town of _____

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

List of Exhibits – To be provided by Company at a later date as set forth in the Agreement

Exhibit A-1: List of Haul Roads

Exhibit A-2: Map of Haul Roads

Exhibit B-1: Locations of Underground Cables

Exhibit B-2: Locations of Overhead Cables and Utility Poles

Exhibit C: Locations of Temporary Construction Easements and Turning Radii

Exhibit D: Location of Driveways and Curb Cuts

Exhibit E: Repair Techniques

Exhibit F: Road Inspection and Release Completion Letter

Exhibit A-1

List of Designated Roads

[Final to be Provided Prior to Construction]

Exhibit A-2

Map of Designated Roads

[Final to be Provided Prior to Construction]

Exhibit B-1

Locations of Underground Cables

[Final to be Provided Prior to Construction]

Exhibit B -2

Locations of Overhead Cables and Utility Poles Crossing Town Roads

[Final to be Provided Prior to Construction]

Exhibit C

Locations of Temporary Construction Easements and Tiring Radii

[Final to be Provided Prior to Construction]

Exhibit D

Location of Driveways and Curb Cuts

[Final to be Provided Prior to Driveway Installation]

Exhibit E

Repair Techniques

Paved Surface:

Base Repair (hot mix areas)	Surface Repair (Gouges, track marks)	Base Repair (cold mix areas)
Mill four inches in depth to the limits of the repair as field located	Chip seal in accordance with NYDOT Section 405 full lane width in the area of the surface damage	Mill four inches in depth to the limits of the repair as field located
Install two inches of NYDOT Section 402 19 mm hot mix	NYDOT hot mix (shim) may be applied in areas of minor depressions at the Town's direction	Install four inches of NYDOT Section 405 cold mix bituminous pavement, Type 2 and chip seal the surface using limestone chip seal
Install two inches of NYDOT Section 402 9.5 mm hot mix		Seal surface in accordance with NYDOT Section 405
Seal edges with NYDOT joint sealant		

Hot/Cold mix areas: Prior to use of the Roads by the Company's Heavy Vehicles, Municipality shall notify the Company as to which paved Roads are hot mix areas and which are cold mix areas. If the Company has an objection as to whether a Road is a hot mix area or a cold mix area, it can provide evidence of the contrary with a core sample of the Road. The results of the core sample shall be conclusive evidence regarding hot mix or cold mix area.

Exception: if base failure area requires excavation and stone, a reasonable field determination will be made for depth and size of the repair. Also, field adjustments for paved surfaces and base may be made upon mutual agreement.

Chip Seal Surface:

Loss of surface material:	Base Repair:(excess rutting or base failure)

Install NYDOT Section 410 Bituminous Surface Treatment in areas where existing surface material loss occurs.	Profile the roadway by a full depth reclamation in four to eight inch lifts using a calcium chloride binder
Spot chip seal repairs will be applied on an as needed basis using limestone chip seal	Install a NYDOT double chip seal over the reprofiled area using limestone chip seal

Aggregate and Dirt Surfaces:

Regrade and reshape rutted aggregate and dirt surfaces	Apply dust control as determined to be necessary. Water or commercial dust control material
Repair ditch lines as necessary	Furnish and install 4 inches of crusher run aggregate in the areas of repair.

Scope of repairs will be field inspected and compared to the existing conditions as recorded by Road video collected prior to the start of the use of each Road by the Company's Heavy Vehicles. A copy will be provided to the Municipality for use of comparison to the Municipality video should the Municipality choose to prepare its own video record.

Should temperatures or seasonal restrictions apply, the Municipality may elect to waive temperature and seasonal restrictions or delay the repairs until Section 402 and 410 specifications can be met.

Exhibit F

Road Inspection and Release

Whereas the Town of _____ has inspected and approved the necessary repairs on _____ Road (the “**Road**”) on _____ 20____.

The Town of _____ hereby releases Company, according to the terms of the Road Use Agreement dated _____ 20____, from any future repairs on the Road from the following date: _____ 20____.

Town of _____

Meg Lee

From: Meg Lee
Sent: Thursday, December 14, 2023 4:31 PM
To: j.b.wicks@gmail.com
Cc: lphillips75@frontier.com; Scott Biggar; Juliana Heffern; Kyle Crawford
Subject: Town Board Meeting Follow Up - Draft RUA/Wind Law Letter
Attachments: 2023-12-11_Ltr to Eaton re Proposed Wind Law.pdf; 2023-12-11_Hoffman Falls_Draft RUA.pdf

Hi Joe,

Thank you for your time and allowing us to address some concerns regarding the proposed new wind law at the Eaton Town Board meeting this week. Although we provided the Board with printed copies of our summary letter, I wanted to follow-up with a digital copy of the letter for your records. As noted, we very much appreciate the Board taking a look at our request and considering a potential amendment.

Additionally, although we provided both you and Larry with printed copies of the draft Road Use Agreement at the meeting as well, I wanted to follow up to provide you with a digital copy for your records.

If you have any questions, certainly don't hesitate to reach out. As discussed, I'm happy to follow up with you after the New Year and I look forward to attending the next Board meeting on January 9th. If I don't see you before then, I hope you have a wonderful holiday!

Best,

Meg Lee | Permitting Manager
Liberty Renewables Inc.
m: +1 860 575 0680

Juliana Heffern

From: Scott Biggar
Sent: Thursday, December 14, 2023 3:31 PM
To: townofsmithfieldny@gmail.com
Cc: stokes.smithfieldny.gov@gmail.com; Meg Lee; Juliana Heffern
Subject: Hoffman Falls Wind - Draft Road Use Agreement (Town of Smithfield)
Attachments: 2023-12-11_Hoffman Falls_RUA.docx



Hi Christine,

attached for this.

Resending this as I accidentally sent it to your old email address. Thanks to you and the board for your time at Tuesday night's meeting. In addition to the paper copies of the road use agreement that I provided, I said that I would also follow up with a digital copy for your records and distribution. Please see

Best,
-Scott

Scott Biggar (he/him/his) | **Development Manager**

Liberty Renewables Inc.

90 State Street | Albany | NY | 12207

m: +902 209 0452

www.liberty-renewables.com

Juliana Heffern

From: Scott Biggar
Sent: Friday, December 15, 2023 3:47 PM
To: Town of Fenner
Cc: dave.jones4879@gmail.com; Meg Lee; Juliana Heffern; Kyle Crawford
Subject: Hoffman Falls Wind - Draft Road Use Agreement (Town of Fenner)
Attachments: 2023-12-11_Hoffman Falls_RUA.docx



Hi Lisa,

Thanks to you and the board for your time at Wednesday night's meeting. In addition to the paper copies of the road use agreement that I provided, I said that I would also follow up with a digital copy for your records and distribution to the planning board. Please see attached for this.

Happy holidays!
-Scott

Scott Biggar (he/him/his) | **Development Manager**

Liberty Renewables Inc.

90 State Street | Albany | NY | 12207

m: +902 209 0452

www.liberty-renewables.com

Juliana Heffern

From: Scott Biggar
Sent: Friday, December 15, 2023 3:54 PM
To: SupervisorNelsonJimC@gmail.com; tnclerk1@windstream.net
Cc: Meg Lee; Juliana Heffern; Kyle Crawford
Subject: Hoffman Falls Wind - Draft Road Use Agreement (Town of Nelson)
Attachments: 2023-12-11_Hoffman Falls_RUA.docx



Hi Debbie and Jim,

Thanks to you and the board for your time at last night's meeting. In addition to the paper copies of the road use agreement that I provided, I said that I would also follow up with a digital copy for your records and distribution. Please see attached for this.

Have a happy holidays and I look forward to seeing you in the new year!
-Scott

Scott Biggar (he/him/his) | **Development Manager**

Liberty Renewables Inc.

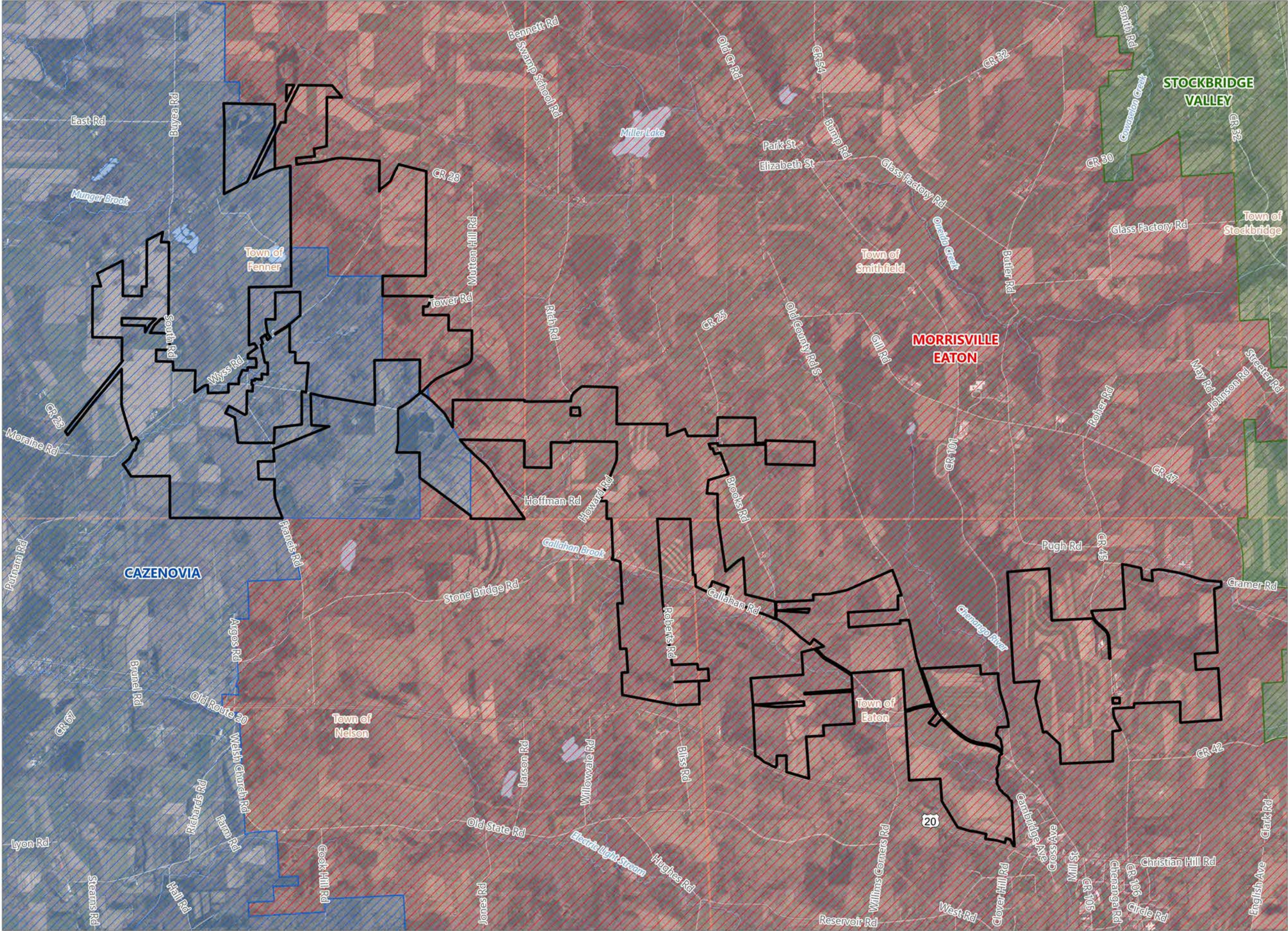
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School District Consultation

School Districts Map



Hoffman Falls Wind Project

Towns of Eaton, Fenner, Nelson, and Smithfield, Madison County, New York

- Facility Site
- Town Boundary
- School District
 - CAZENOVIA
 - MORRISVILLE-EATON
 - STOCKBRIDGE



Prepared November 17, 2023
Basemap: NYSDOP 2022 orthomogery map service

Juliana Heffern

From: Juliana Heffern
Sent: Wednesday, January 24, 2024 4:02 PM
To: gmolloy@m-ecs.org
Cc: Meg Lee; Kyle Crawford; Scott Biggar
Subject: Hoffman Falls Wind Project Outreach to Morrisville-Eaton Central School District
Attachments: 2023-11-17_Hoffman Falls Wind_School District Consultation Map.pdf

Superintendent Gregory Molloy,



My name is Juliana, and I am a Permitting Associate with Liberty Renewables Inc. As you may be aware, Liberty has been developing the Hoffman Falls Wind Project, a proposed up to 100-megawatt (MW) wind energy generating facility located within the Towns of Eaton, Fenner, Nelson, and Smithfield, Madison County, New York. The Project will be seeking permitting approval under Section 94-c of the NYS Executive Law. I am emailing to provide you with additional information about this effort and to request your feedback as it pertains to the Morrisville-Eaton Central School District's operations. As shown in the attached map, portions of the proposed project fall within your school district. Additional details, including a FAQ document, can be found on the Hoffman Falls Wind webpage, [here](#). We are requesting your feedback on any potential impacts or issues you would like to discuss as it relates to our project.

Additionally, pursuant to 19 NYCRR 900-2.17(e), our team requested information from your Transportation Supervisor Chris Doroshenko regarding established school bus routes and hours of operation. We reached out via email and voice message in November and December 2023, but did not successfully connect. We hope to use this information to fold into our transportation effects analysis for the project to ensure that future construction and operation-related activities avoid, minimize, and mitigate any potential school transportation concerns to the great extent practicable. If you can support us in sharing school bus routes and hours of operation, that would significantly benefit project planning.

This note is meant to jump-start a dialogue as we hope to work with you moving forward with Hoffman Falls Wind's development, particularly with respect to our questions above and in the future regarding an anticipated PILOT/HCA agreement process. Please feel free to give us a call. Otherwise, I look forward to corresponding via email.

Kind regards,
 Juliana

Juliana Heffern (she/her/hers) | **Permitting Associate**

Liberty Renewables Inc.

90 State Street | Albany | NY | 12207

m: +1 917 203 8290

www.liberty-renewables.com

Juliana Heffern

From: Juliana Heffern
Sent: Wednesday, January 24, 2024 4:00 PM
To: cdifulvio@caz.cnyric.org; eayres@caz.cnyric.org
Cc: Meg Lee; Kyle Crawford; Scott Biggar
Subject: Hoffman Falls Wind Project Outreach to Cazenovia Central School District
Attachments: 2023-11-17_Hoffman Falls Wind_School District Consultation Map.pdf



Superintendent Christopher DiFulvio,

My name is Juliana, and I am a Permitting Associate with Liberty Renewables Inc. As you may be aware, Liberty has been developing the Hoffman Falls Wind Project, a proposed up to 100-megawatt (MW) wind energy generating facility located within the Towns of Eaton, Fenner, Nelson, and Smithfield, Madison County, New York. The Project will be seeking permitting approval under Section 94-c of the NYS Executive Law. I am emailing to provide you with additional information about this effort and to request your feedback as it pertains to the Cazenovia Central School District's operations. As shown in the attached map, portions of the proposed project fall within your school district. Additional details, including a FAQ document, can be found on the Hoffman Falls Wind webpage, [here](#). We are requesting your feedback on any potential impacts or issues you would like to discuss as it relates to our project.

Additionally, pursuant to 19 NYCRR 900-2.17(e), our team requested information from your Transportation Supervisor Karen Brouillette regarding established school bus routes and hours of operation. We reached out via email and voice message in November and December 2023, but did not successfully connect. We hope to use this information to fold into our transportation effects analysis for the project to ensure that future construction and operation-related activities avoid, minimize, and mitigate any potential school transportation concerns to the great extent practicable. If you can support us in sharing school bus routes and hours of operation, that would significantly benefit project planning.

This note is meant to jump-start a dialogue as we hope to work with you moving forward with Hoffman Falls Wind's development, particularly with respect to our questions above and in the future regarding an anticipated PILOT/HCA agreement process. Please feel free to give us a call. Otherwise, I look forward to corresponding via email.

Kind regards,
Juliana

Juliana Heffern (she/her/hers) | **Permitting Associate**

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