



Tompkins County Clerk Recording Page

Return To

LANSING TOWN OF

Maureen Reynolds, County Clerk

Tompkins County Clerk

320 North Tioga Street

Ithaca, NY 14850

(607) 274-5431

Document Type: **MISC**

Receipt Number: 21-292869

Party 1

LANSING TOWN OF

Party 2

LANSING RENEWABLES LLC

Fees

Total Fees Paid: \$0.00

Instrument #: 2021-04206

State of New York
County of Tompkins

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

Tompkins County Clerk

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York

STORMWATER OPERATION, MAINTENANCE AND EASEMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

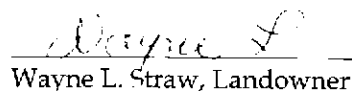
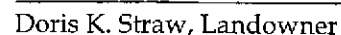
10. The failure of the Company to comply with this Agreement is subject to enforcement under New York State laws, including but not limited to the Town Law, and the Town's Stormwater Local Law, and any unpaid fines, penalties, or costs of remediation, repair, and like expenses incurred by or in the name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

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

Town of Lansing

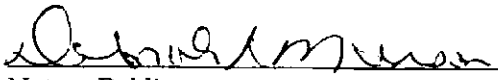


By: Edward J. LaVigne, Supervisor


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

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

On the 21 day of April, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **EDWARD J. LAVIGNE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.



Notary Public

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

Massachusetts
STATE OF ~~NEW YORK~~)
COUNTY OF Suffolk) ss..

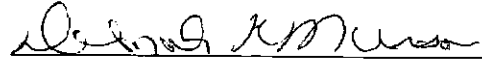
On the 4th day of March, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **CHRIS CLARK**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged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

Nicholas Anti
Notary Public



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

On the 11 day of March, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **WAYNE L. STRAW**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.



Notary Public

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

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

On the 11 day of March, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **DORIS K. STRAW**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.



Notary Public

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