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October 27, 2022

**Donald Kasper**

Chairperson  
Skaneateles Planning Board  
Town of Skaneateles  
24 Jordan Street  
Skaneateles, NY 13152

**Re: Skaneateles Solar Response to Comments from October 18, 2022 Public Hearing**

Dear Chairman Kasper:

We appreciated hearing the concerns expressed during the second public hearing for the Skaneateles Solar Project on October 18, 2022. Similar to the first public hearing, we have provided responses below to questions raised, not only as a means to assist with the Planning Board's review, but also to alleviate some of the public concern about the Project.

As you know, the Project is a 4.7 MW AC ground-mounted solar facility located at 2825 W Lake Rd, Skaneateles, NY 13152 (Tax parcel ID: 051.-02-17.0).

The project will provide a clean, renewable source of energy that will help reduce carbon dioxide emissions and lower New York State's carbon footprint. The Skaneateles Solar Project supports New York's 2030 goal of generating 70% of the state's energy by renewable sources. Unlike consumption of traditional fossil fuels such as coal oil, and natural gas, solar energy does not contribute to air pollution or water pollution. As opposed to solar, burning fossil fuels for energy releases particulates, mercury, arsenic, chromium, sulfur dioxide gas, and other compounds that can be harmful to human health.

Below please find our responses to comments made at the October 18, 2022, public hearing. Multiple comments on the same topic were combined into one comment.

**Comment 1:** NYSEG is soliciting farms in finger lakes to have solar panels to be placed on farms. That is alarming. We don't want to ruin the iconic vistas of the finger lakes.

**Response 1:** Though we cannot speak for NYSEG, with respect to the Skaneateles Solar Project, the topography and existing and proposed vegetative screening, ensures the Project will not be visible from West Lake Road, Skaneateles Lake, East Lake Road, or any neighboring residences.

**Comment 2:** In Spafford there is an LLC solar farm. At town hall, they said it went bankrupt and that it is up for public auction for taxes.

**Response 2:** RIC has no knowledge of the solar project in the Town of Spafford. It is owned and operated by a different company and has no affiliation with RIC Energy.

**Comment 3:** Belief that this is a utility facility, not a community facility. The code is a little unclear. Do we have an agreement with end users?

**Response 3:** This Project is being developed under NYSERDA's NY-Sun program and is registered as a "Community Distributed Generation" asset. To comply with the program's requirements, RIC Development is registered as a "Distributed Energy Resource Supplier," whereby we have undergone a thorough review of the company's experience, track record for successfully delivering projects of the same scale, as well as a detailed review of the proposed marketing strategy to acquire Community Solar Subscribers, the methods we would use, the standard subscription agreements, etc.

The Project would serve a large number of mostly small residential subscribers and a small number of commercial or industrial entities. Each customer would subscribe to a portion of the generated energy, which would be transferred to them in the form of a dollar-denominated Bill Credit (at an agreed discount rate) that would ultimately be applied to their monthly electricity bill to offset a portion of their regular charges.

**Comment 4:** There is a fear of having utility scale [solar] facilities that are not in the IRO zoning district. The understanding was that the intention in the zoning code was to limit utility scale solar facilities in the IRO zoning district and not scattering through the Town. Are we abandoning that?

**Response 4:** The Skaneateles Solar Project is not classified as a utility scale solar facility. It is a Community Distributed Generation (CDG) solar facility. It allows an electricity generation facility to share the benefits of clean energy production with participants. Through a subscription, residential and business customers join to receive monthly credits from the electricity generated at the facility without the need to install or maintain equipment on their property. The Town of Skaneateles Local Law 3 of 2017, A Local Law Regulating Solar Energy Systems, allows for community scale solar energy systems at the site in question, provided a successful review of the site plan and issuance of a special use permit.

**Comment 5:** How do you preserve a meadow under a solar panel?

**Response 5:** Grasses and other herbaceous vegetation grow underneath solar panels. The shaded areas under the panels are more water efficient and maintain higher soil moisture throughout the heat of summer. This can lead to up to twice as much meadow vegetation under the arrays as in the unshaded areas. Through planned mowing, this meadow environment is prolonged and stalled from a natural succession to brush and ultimately forest environment.

**Comment 6:** Has board reviewed the management agreement? If it's permitted by the code, can another array or a dozen be set up?

**Response 6:** We interpret reference to the "management agreement" to mean the NYSERDA Community Solar Program. Information about the Community Solar Program can be found on NYSERDA's website.<sup>1</sup>

Community solar projects require very specific property considerations. Solar cannot be located on just any property. There are many factors that need to align in order for a solar project to be viable. There must be capacity on the transmission line and at the substation. Such capacity does not exist within large sections of the Town. Transmission line and substation upgrades, if required, are often cost-prohibitive. There must be a point of interconnection within proximity to the project site. The project site needs to be relatively flat without substantive environmental constraints, and lastly you need a landowner that is willing to lease their land for 25 to 30 years for a solar facility. These many factors combine to effectively prevent a large influx of solar within the Town of Skaneateles.

**Comment 7:** Please expand more on the decommissioning process. Will the project have liability insurance?

**Response 7:** The Project will have liability insurance and will post a decommissioning bond (or alternative instrument, accepted by the Town) to cover the cost to remove, reuse, and/or recycle equipment and related materials. At the end of its useful life, the Project may be renewed, or it may permanently cease operations. If operations cease, the Project Decommissioning Plan (approved by the Town of Skaneateles) will be implemented, and the Project Area will be returned to its pre-construction condition so that it is available for agriculture and other uses as determined by the landowner and zoning at that time. The removal of the facility at the end of its useful life and the site restoration are guaranteed by Skaneateles Solar PV, LLC through a bond that is held by the Town of Skaneateles. In the unforeseeable event that Skaneateles Solar PV, LLC ceases to exist prior to that time, the bond shall still be in place and may be used to decommission the Project.

**Comment 8:** Will panels be made in China?

**Response 8:** The intent is to purchase materials from the Canadian company, Canadian Solar. RIC Development has not researched the various factory locations of Canadian Solar, though it is known they are manufactured in Canada and elsewhere. At this time, searches for a compatible manufacturer within the US have not proven successful. That said, some components will be manufactured within the US. For example, steel for the racking and the tracking equipment is expected to be bought domestically.

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<sup>1</sup> <https://www.nysesda.ny.gov/all-programs/ny-sun/solar-for-your-home/community-solar>

**Comment 9:** Is the landowner responsible for any damages or if the project needs to be decommissioned. Is the SUP linked to the landowner.

**Response 9:** As described in Response #7, the decommissioning of the Project would be guaranteed by a bond or alternative instrument, whereby the Town of Skaneateles would be the beneficiary. There also are cases, whereby the Project company (Skaneateles PV, LLC) would place a bond (or alternative instrument) with the landowner being the beneficiary, so the responsibility and initiative would remain with the landowner, who is in fact even more interested that the Project be removed (in the unlikely event that the project company does not take care of this). We cannot place guarantees with both parties though – the landowner and Town. It should be the Town’s decision if they prefer to have a guarantee in their name or if the landowner would remain responsible.

Regarding damages and general liability – the nature and cause of damages should dictate responsibility, but the Project company would have a Liability Insurance in place both during construction and for the duration of the operation of the plant, until it has been fully decommissioned. This insurance should cover any damages arising from the construction, operation, and maintenance of the installation (project).

If you would like further clarification on the responses to any of the items above, please feel free to contact me at 518-239-5339. Otherwise, we look forward to continued discussion at our upcoming November 3rd meeting.

Sincerely,

*Nancy Vlahos*

Nancy Vlahos  
Senior Project Development Manager, RIC

cc: Scott Molnar, Planning Board Counsel  
John T. Camp, PE, CFM, Town Engineer  
Howard Brodsky, Town Planning Consultant