

- SITE LEGEND:**
- PROPERTY LINE
 - EXISTING TREE LINE
 - PROPOSED BUILDING
 - PROPOSED PAVEMENT
 - PROPOSED DRAINAGE SWALE
 - PROPOSED ROAD CENTER LINE
 - PROPOSED CONCRETE SIDEWALK
 - PROPOSED CAST-IN-PLACE CONCRETE CURB
 - PROPOSED CONTAINMENT CURB (DESIGN BY OTHERS)
 - PROPOSED GRAVEL ROADWAY SHOULDER
 - PROPOSED GRAVEL DRIVEWAY
 - PROPOSED LAYDOWN AREA LIMITS
 - PROPOSED WORK LIMITS
 - PROPOSED TREELINE
 - PROPOSED CHAIN LINK FENCE
 - PROPOSED OVERHEAD WIRES
 - PROPOSED CONCRETE SURFACE
 - PROPOSED ROAD LINING & STRIPING
 - PROPOSED SIGN
 - PROPOSED PARKING COUNT
 - PROPOSED STORMWATER MANAGEMENT AREA
 - EXISTING NYSDOT 100' ADJACENT AREA BOUNDARY
 - EXISTING WETLAND

- SITE PLAN NOTES:**
- GENERAL CONSTRUCTION:**
- THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY LINE MONUMENTATION. ANY MONUMENTATION DISTURBED OR DESTROYED, AS JUDGED BY THE ENGINEER OR OWNER, SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE AND UNDER THE SUPERVISION OF A NEW YORK STATE LICENSED LAND SURVEYOR.
 - ALL PAVEMENT RESTORATION SHALL MEET AND MATCH EXISTING GRADES.
 - ALL SAWCUT LINES SHALL BE PARALLEL AND CURVILINEAR TO EXISTING OR PROPOSED CURBING AND SHALL BE A CONSTANT DISTANCE OF 18" MIN. AWAY.
 - ALL ARCHITECTURE IS SUBJECT TO TOWN ARCHITECTURAL REVIEW BOARD.
 - NOTIFY TOWN AND PROJECT ENGINEER 48 HOURS PRIOR TO INITIALIZATION OF ANY WORK ON SITE.
 - THE TOWN AND PROJECT ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THOSE SHOWN ON THE PLANS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT PRIOR REVIEW FROM THE ENGINEER.
 - CONTRACTOR IS RESPONSIBLE FOR EMPLOYING AND MAINTAINING ALL TRAFFIC CONTROL AND SAFETY MEASURES DURING CONSTRUCTION.
 - CONTRACTOR IS RESPONSIBLE FOR PROPERLY & SAFELY MAINTAINING AREA BETWEEN ALL ADJOINING PROPERTIES.
 - NO WORK, STORAGE OR TRESPASS SHALL BE PERMITTED BEYOND THE SITE PROPERTY LINES OR PUBLIC RIGHT-OF-WAY.
 - ALL EXISTING LAWN AREA, CURBING, SIDEWALKS, CULVERTS OR OTHER PUBLIC OR PRIVATE PROPERTY DAMAGED BY TRENCHING OR EXCAVATION OPERATIONS SHALL BE REPLACED OR REPAIRED TO A CONDITION EQUAL TO EXISTING AS DESCRIBED IN CONTRACT DOCUMENTS OR AS ORDERED BY ENGINEER (AOBE). MAILBOXES, SIGN POSTS, ETC SHALL BE PROTECTED OR REMOVED AND REPLACED EXACTLY AS THEY WERE BEFORE BEING DISTURBED. REMOVE AND REPLACE AFFECTED CURBING AND SIDEWALK TO NEAREST JOINT. REMOVE PAVEMENT AND REPLACE TO SAW CUT LINE. SAW CUT IN STRAIGHT LINE TO POINT NEEDED TO BLEND GRADE. REMOVE LAWN AND REPLACE TO MINIMUM LIMIT OF EXCAVATION.
 - CONTRACTOR SHALL ADHERE TO ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE PERMITS IDENTIFIED IN THE FINAL ENVIRONMENTAL IMPACT STATEMENT (FEIS), THE ARTICLE 19 AIR PERMIT, AND ARTICLE 24 WETLANDS PERMIT.
 - CONTRACTOR SHALL ADHERE TO THE "PROTECTED SPECIES NOTES" (INCLUDED ON SHEET SD1).
- LAYOUT:**
- BUILDING DIMENSIONS TO BE TAKEN FROM ARCHITECTURAL BUILDING PLANS. NOTIFY THE ENGINEER OF ANY DEVIATION FROM CONDITIONS SHOWN ON THIS PLAN.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL FIELD LAYOUT. THE CONTRACTOR SHALL TAKE TIES TO ALL UTILITY CONNECTIONS AND PROVIDE MARK-UP AS BUILT PLANS FOR ALL UTILITIES SHOWING TIES TO CONNECTIONS, BENDS, VALVES, LENGTHS OF LINES AND INVERTS. AS-BUILT PLANS SHALL BE REVIEWED BY THE OWNER AND THE ENGINEER AND THE CONTRACTOR SHALL PROVIDE ANY CORRECTION OR ADDITIONS TO THE SATISFACTION OF THE OWNER AND THE ENGINEER BEFORE UTILITIES WILL BE ACCEPTED.
- PAVING:**
- NO VEHICULAR TRAFFIC OF ANY SORT SHALL BE PERMITTED ON THE SURFACE OF SUBBASE COURSE MATERIAL ONCE IT HAS BEEN FINE GRADED, COMPACTED, AND IS READY FOR PAVING. SUBBASE MATERIAL SO PREPARED FOR PAVING SHALL BE PAVED WITHIN THREE DAYS OF PREPARATION.
 - SUBBASE MATERIAL AND THE VARIOUS ASPHALT CONCRETE MATERIALS CALLED FOR IN THESE DRAWINGS SHALL CONFORM WITH THE REFERENCED SECTION OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION AND MATERIALS, DATED MAY 1, 2008. CONSTRUCTION SHALL BE AS FURTHER SET FORTH IN THOSE SPECIFICATIONS AND AS OTHERWISE PROVIDED FOR IN THESE DRAWINGS.
 - PLACE ASPHALT CONCRETE MIXTURE ON PREPARED SURFACE, SPREAD AND STRIKE-OFF USING A SELF-PROPELLED PAVING MACHINE, WITH VIBRATING SCREED. PLACEMENT IN INACCESSIBLE AND SMALL AREAS MAY BE BY HAND.
 - PROVIDE JOINTS BETWEEN OLD AND NEW PAVEMENTS OR BETWEEN SUCCESSIVE DAY'S WORK.
 - TACK COAT WHEN SPECIFIED OR CALLED OUT ON THE DRAWINGS OR REQUIRED BY THE REFERENCED SPECIFICATION SHALL CONFORM WITH THE FOLLOWING:
 - TACK COAT SHALL MEET THE MATERIAL REQUIREMENTS OF 702-90 ASPHALT EMULSION FOR TACK COAT OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED MAY 1, 2008. SHALL BE APPLIED IN ACCORDANCE WITH SECTION 407 - TACK COAT SHALL BE IN ACCORDANCE WITH THOSE SPECIFICATIONS AND AS OTHERWISE PROVIDED FOR IN THESE DRAWINGS.
 - REMOVE LOOSE AND FOREIGN MATERIAL FROM ASPHALT SURFACE BEFORE PAVING NEXT COURSE. USE POWER BROOMS, BLOWERS OR HAND BROOM.
 - APPLY TACK COAT TO ASPHALT PAVEMENT SURFACES & AND SURFACES OF CURBS, GUTTERS, MANHOLES, AND OTHER STRUCTURES PROJECTING INTO OR ABUTTING PAVEMENT. DRY TO A "TACKY" CONSISTENCY BEFORE PAVING.
 - TACK COAT ENTIRE VERTICAL SURFACE OF ABUTTING EXISTING PAVEMENT.
 - AFTER COMPLETION OF PAVING AND SURFACING OPERATIONS, CLEAN SURFACES OF EXCESS OR SPILLED ASPHALT, GRAVEL OR STONE MATERIALS TO THE SATISFACTION OF THE ENGINEER.
- STRIPING:**
- STRIPES PAVEMENT AS INDICATED ON THE PLANS AND/OR IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REQUIREMENTS.
 - COLOR: DRIVE LANE DIVIDERS - WHITE OR AOBIE
NO PARKING ZONE WARNINGS - WHITE OR AOBIE
PARKING DIVIDERS - WHITE OR AOBIE
WALKING LINES - WHITE OR AOBIE
HANDICAP PARKING LINES & SYMBOL - BLUE

NUMBER OF EMPLOYEES	NUMBER OF PARKING SPACES
25-30*	HANDICAP 2
10-12 DAY	DELIVERY 1
4-8 NIGHT	EMPLOYEE 29

* PORTION OF TOTAL EMPLOYEES ARE ON ROTATING SHIFTS (NOT ON-SITE CONCURRENTLY).

APPROXIMATE LOCATION OF IROQUOIS NATURAL GAS PIPELINE WITHIN 50' WIDE EASEMENT

APPROXIMATE R.O.W. LINE

DISON COMPANY OF NEW YORK INC. (FILED MAP#3126)

TAX LOT 7061-00-580190
PART OF PARCEL No. 1
DOC.#2-1995-1256
AREA = 52.117 ACRES

PROJECT NAME
CRICKET VALLEY ENERGY

DEVELOPER
CRICKET VALLEY ENERGY CENTER, LLC.

OWNER OF RECORD
HOWLANDS LAKE PARTNERS, LLC
P.O. BOX 285
MOUNT KISCO, NEW YORK 10549

Dig Safely. New York

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Mark The Unmarked
Confirm Utility Response
Use Proper Excavation
City, State, or County
800-982-7982
www.callbeforeyoudig.com

SCALE: 1" = 60'

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THE CHAZEN COMPANIES
Engineers/Surveyors
Planners
Environmental Scientists
Landscape Architects

CHAZEN ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE CO., P.C.

Office Locations:

- Dutchess County Office: 21 Fox Street, New York 12001, Phone: (845) 454-3980
- Capital District Office: 547 River Street, Troy, New York 12180, Phone: (518) 273-0055
- North Country Office: 100 Glen Street, Oneida, New York 13601, Phone: (518) 812-0013

REV.	DATE	DESCRIPTION
1	08/16/2012	ADDED PROTECTED SPECIES SIGNAGE AND NOTES

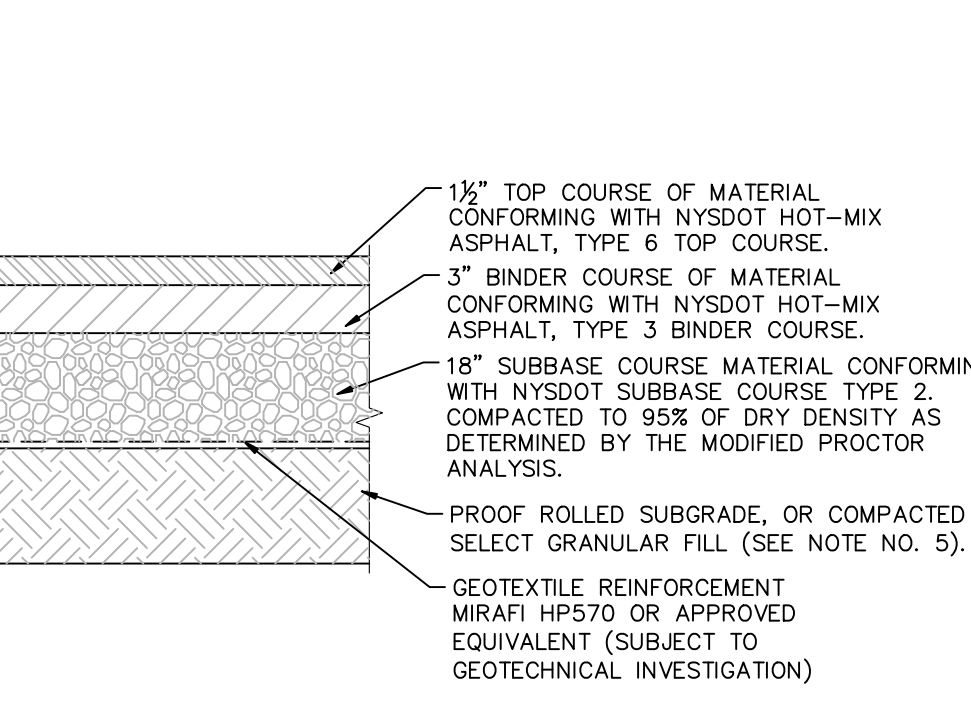
CRICKET VALLEY ENERGY

SITE SIGNAGE & STRIPING PLAN

TOWN OF DOVER, DUTCHESS COUNTY, NEW YORK

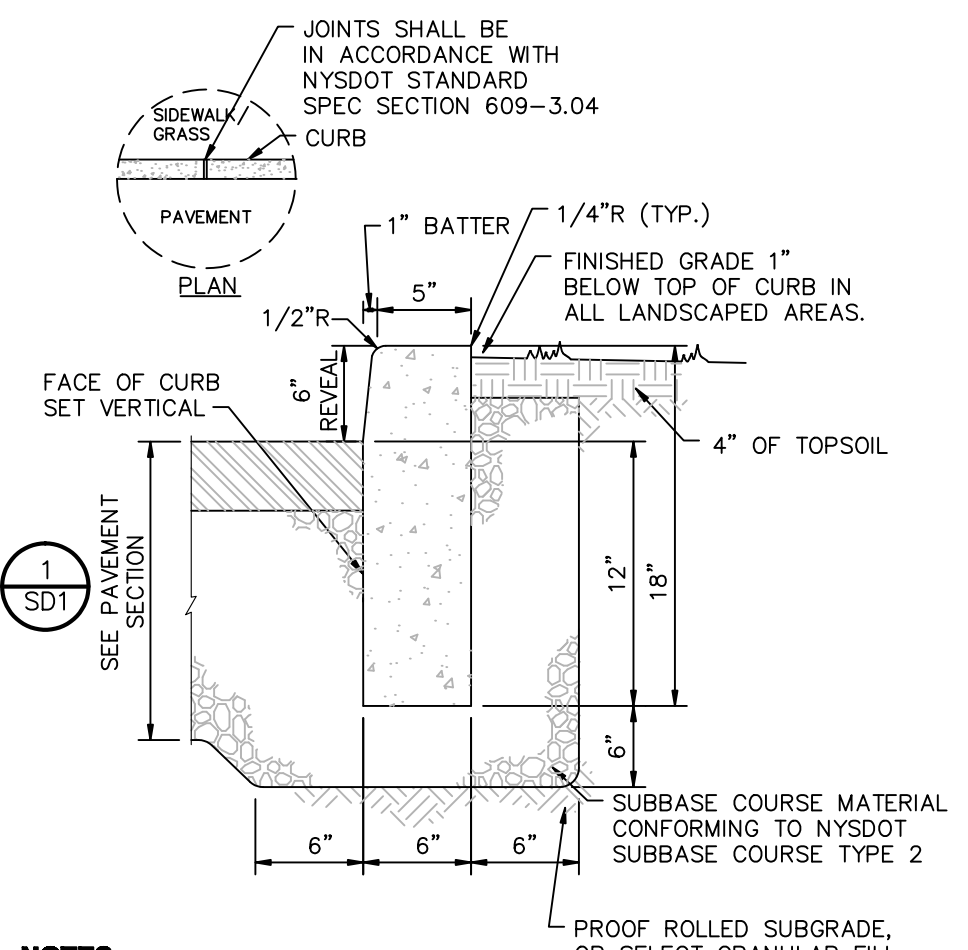
drawn: MMF, checked: CL
date: 04/24/12, scale: 1"=60'
project no.: 81001.00
sheet no.: **SP4**

Drawing Name: S:\AR\81000-81001\01\00\DWG\2012\SP4_SIT SIGNAGE & STRIPING PLAN.dwg
User: J. HAZEN, P.E. 8/16/2012 10:00 AM, PLOT: 8/16/2012 10:00 AM, PLOT: 8/16/2012 10:00 AM
Date Printed: Aug 16, 2012, 1:21pm

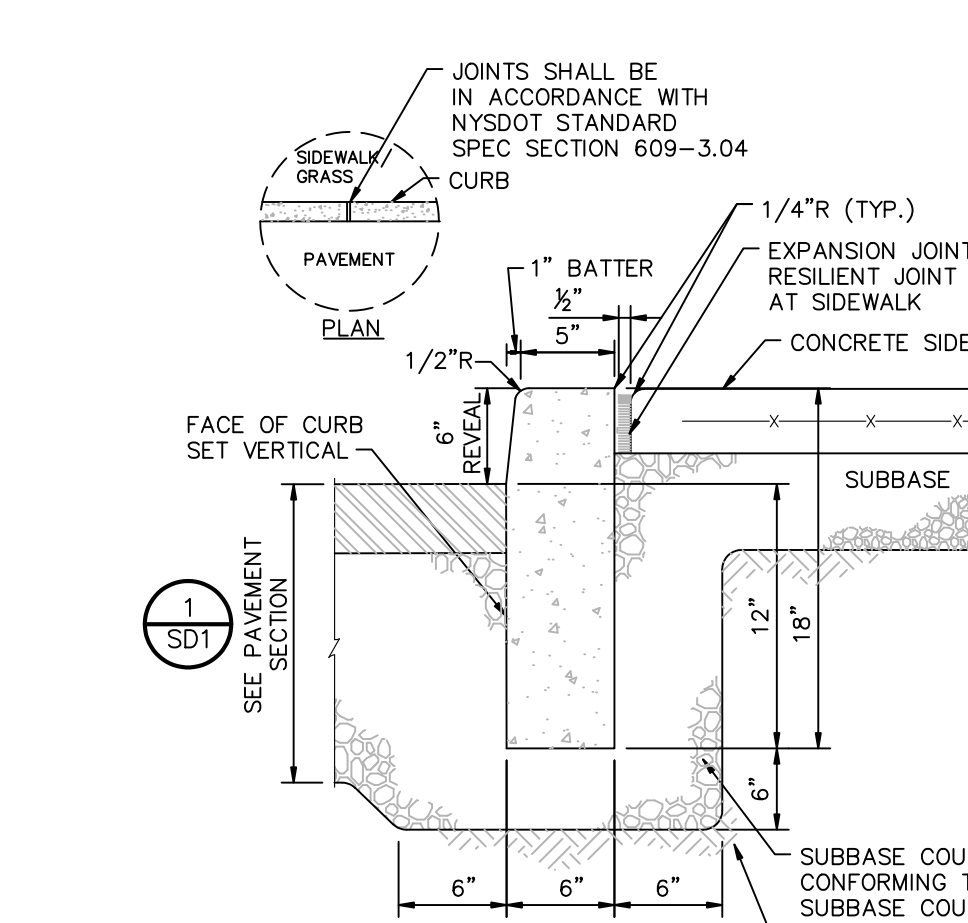


1 ASPHALT PAVEMENT SECTION DETAIL
SCALE: NOT TO SCALE

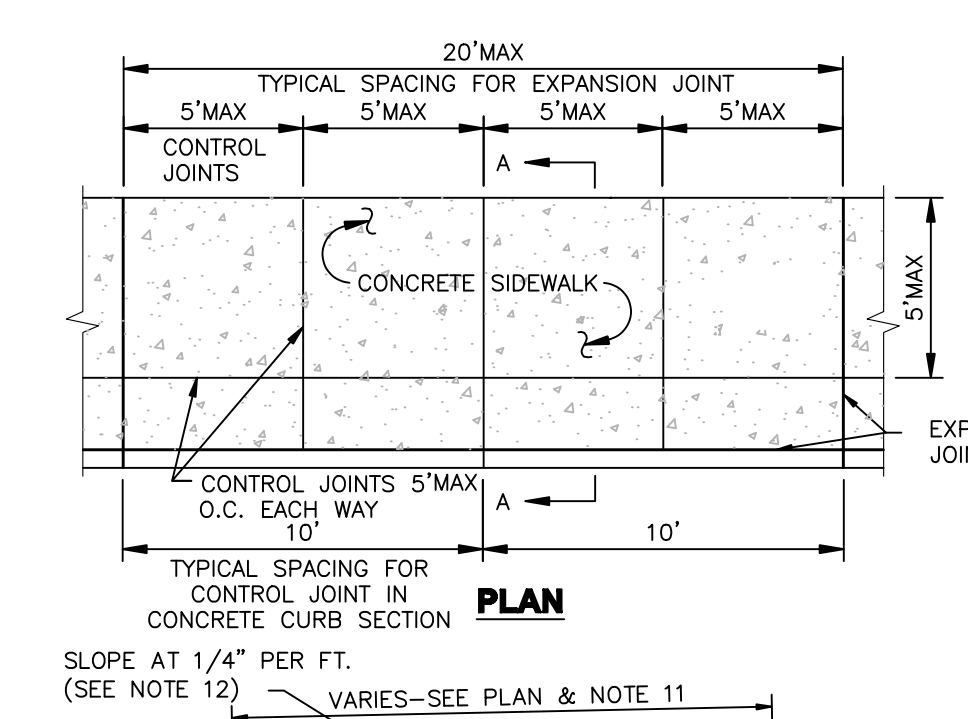
- NOTES:**
- MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED MAY 1, 2008, AND ALL ADDENDA THERETO.
 - SUBBASE MATERIAL SHALL CONFORM WITH SECTION 304 - SUBBASE COURSE OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS AND THE TYPE CALLED OUT IN THESE DRAWINGS.
 - HOT MIX ASPHALT (HMA) PAVEMENT SHALL CONFORM WITH SECTION 400-HOT MIX ASPHALT OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS AND THE TYPE CALLED OUT IN THESE DRAWINGS. ALTHOUGH SECTION 400 IN ITS ENTIRETY IS REFERENCED, THE HOT MIX ASPHALT (HMA) PAVEMENT(S) SPECIFIED FOR THIS CONTRACT SHALL BE AS SPECIFIED UNDER SECTION 403-HOT MIX ASPHALT (HMA) PAVEMENTS FOR MUNICIPALITIES.
 - TACK COAT WHEN SPECIFIED OR CALLED OUT IN THESE DRAWINGS OR REQUIRED BY THE REFERENCED SPECIFICATIONS SHALL CONFORM WITH SECTION 407-TACK COAT OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS.
 - WHERE IT IS NECESSARY TO PLACE FILL FOR PURPOSES OF BRINGING THE SUBGRADE ELEVATION UP TO A SPECIFIED GRADE, THE FILL MATERIAL PLACED SHALL BE IN CONFORMANCE WITH SECTION 203-EXCAVATION AND EMBANKMENT OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS.
 - PAVEMENT SECTION SHOWN IS PRELIMINARY, PRIOR TO BIDDING AND COMMENCEMENT OF CONSTRUCTION, THE FINAL DESIGN OF THE PAVEMENT SECTION MUST BE PREPARED BY A NYS LICENSED PROFESSIONAL ENGINEER AND MUST BE BASED ON A CURRENT GEOTECHNICAL REPORT PREPARED FOR THIS PROJECT.



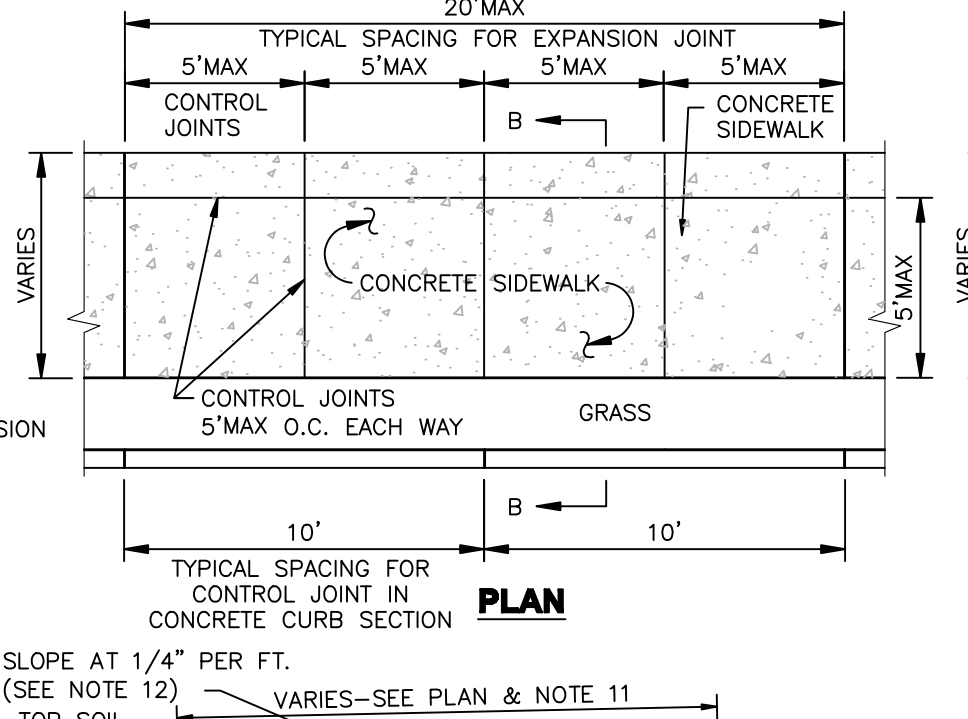
2 CAST IN PLACE CONCRETE CURB
SCALE: NOT TO SCALE



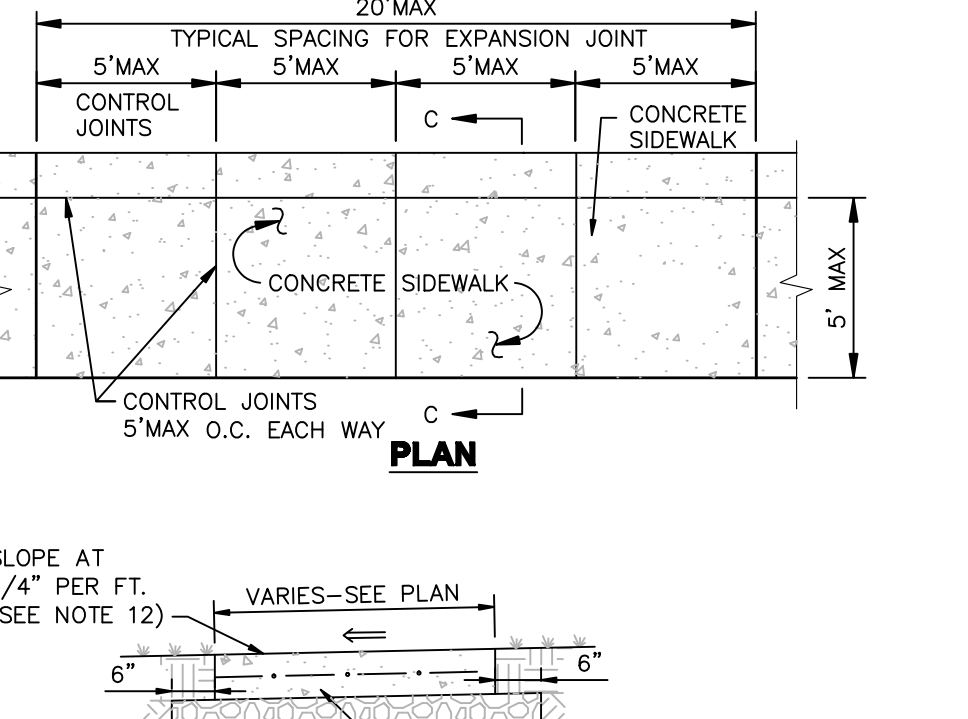
3 CAST IN PLACE CONCRETE CURB AT SIDEWALK
SCALE: NOT TO SCALE



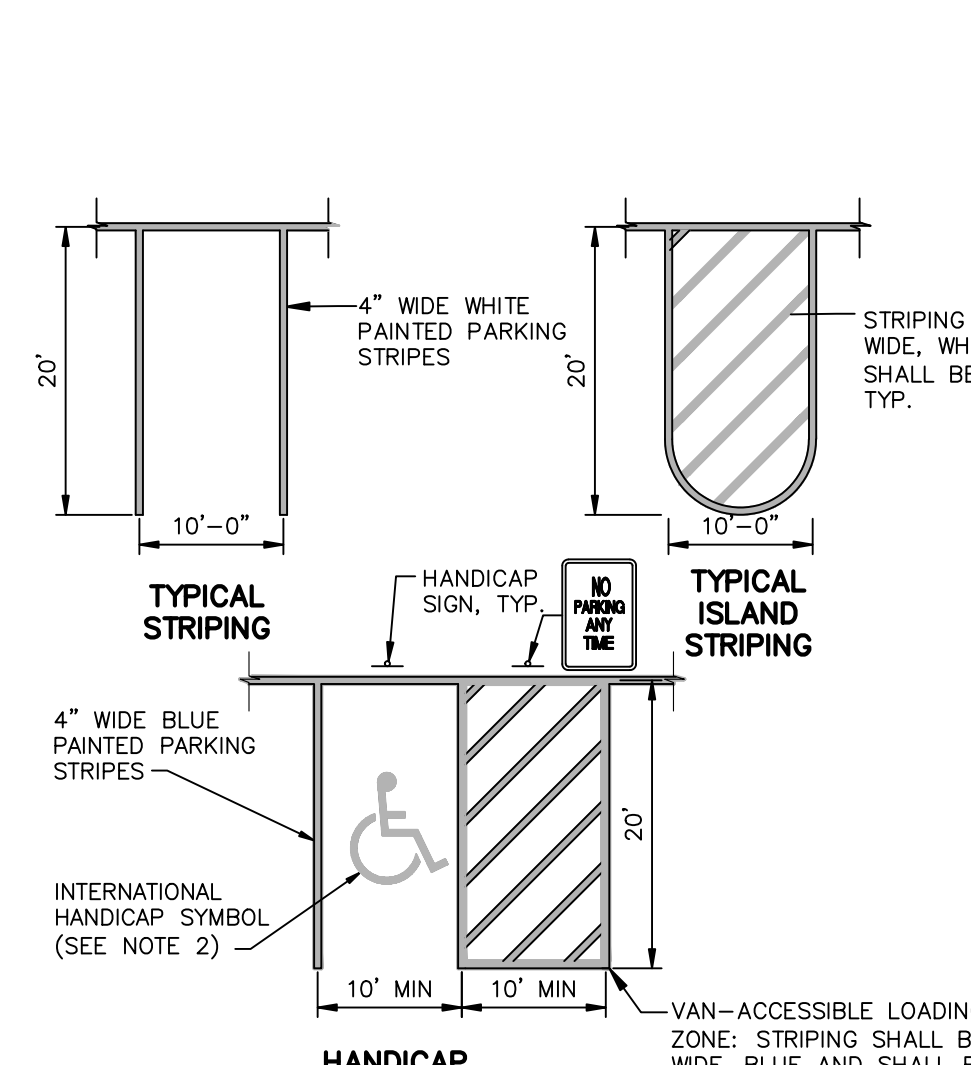
SECTION A-A CLASS A CONCRETE



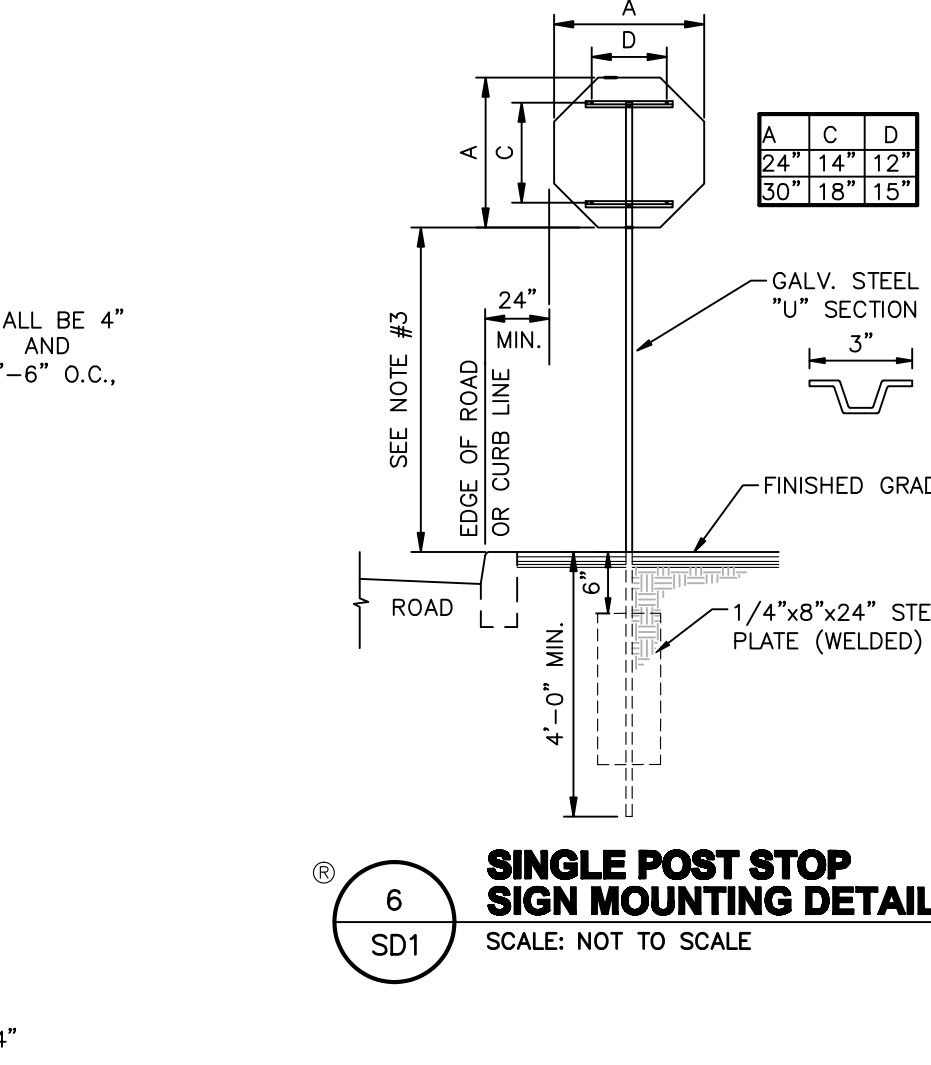
SECTION B-B CLASS A CONCRETE



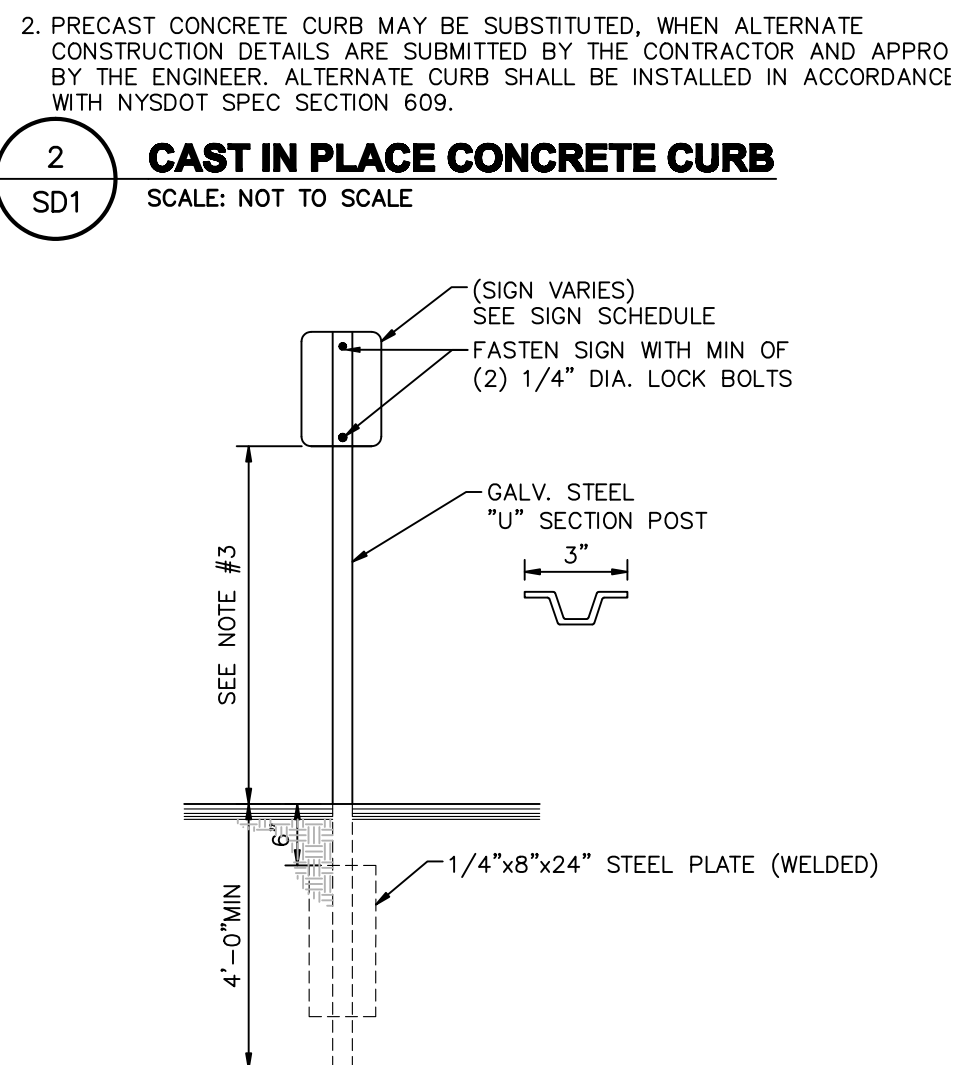
SECTION C-C CLASS A CONCRETE



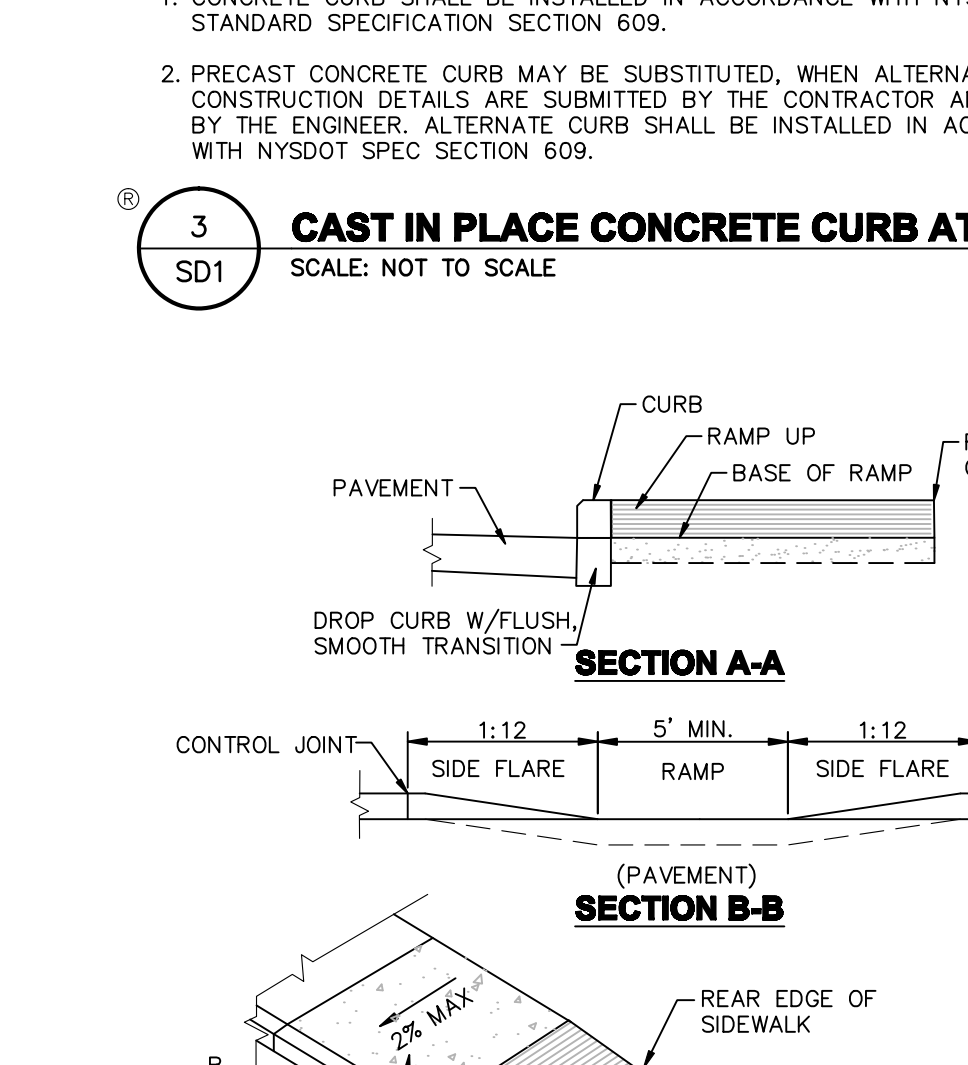
4 TYPICAL STRIPING
SCALE: NOT TO SCALE



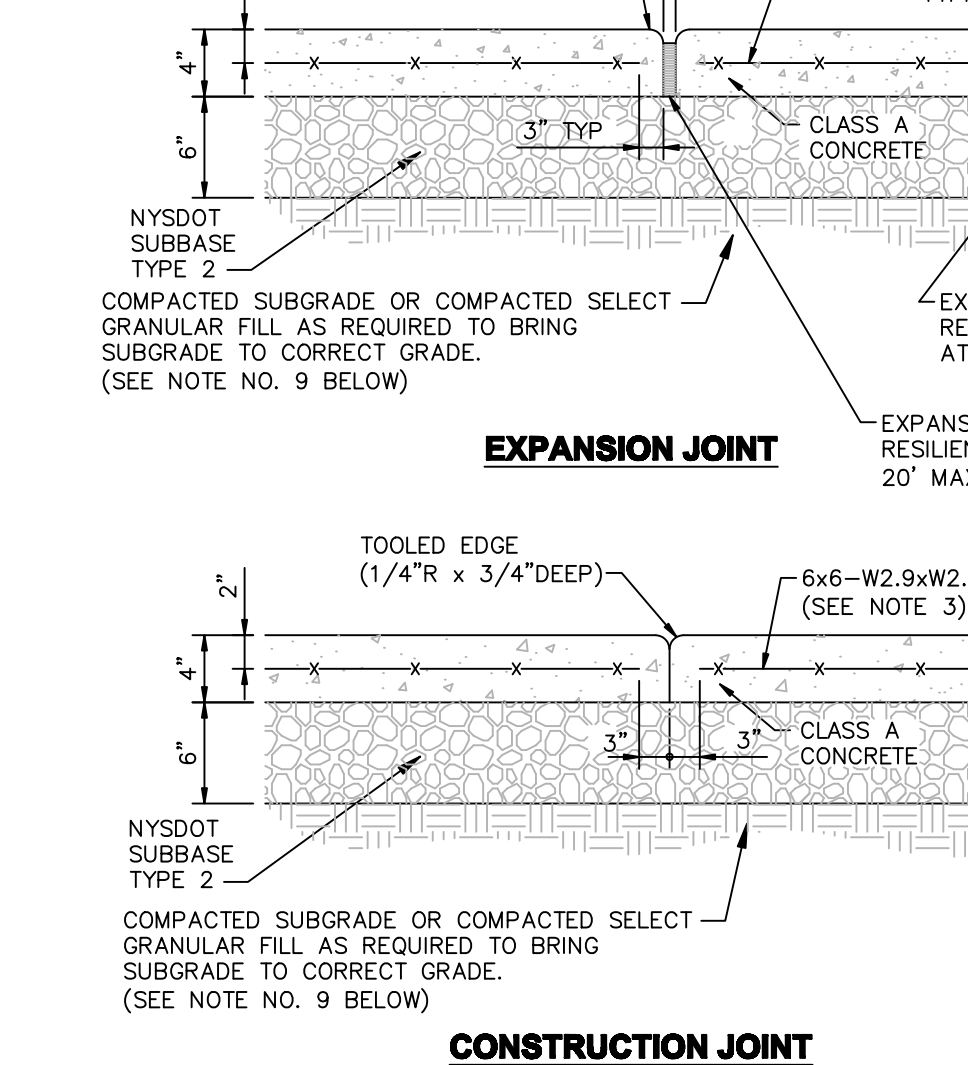
6 SINGLE POST STOP SIGN MOUNTING DETAIL
SCALE: NOT TO SCALE



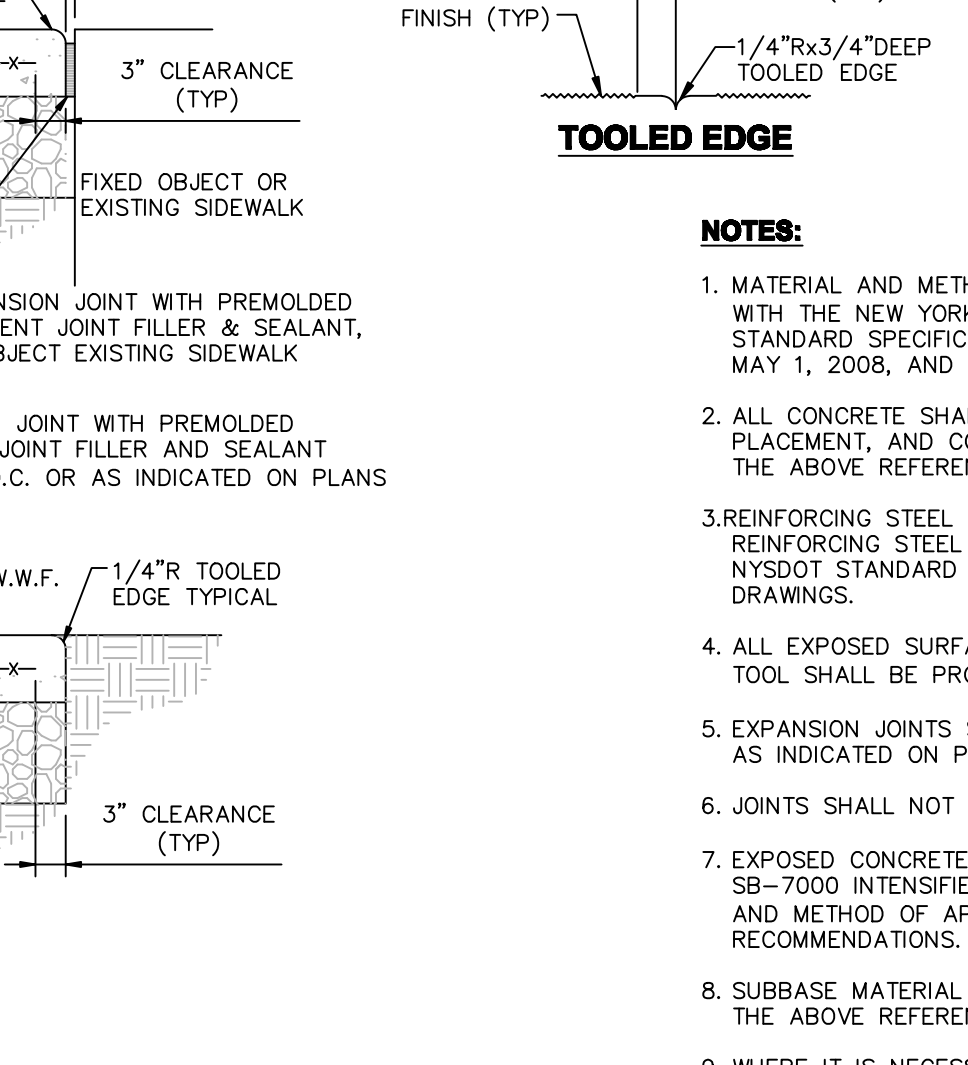
7 SINGLE POST STOP SIGN MOUNTING DETAIL
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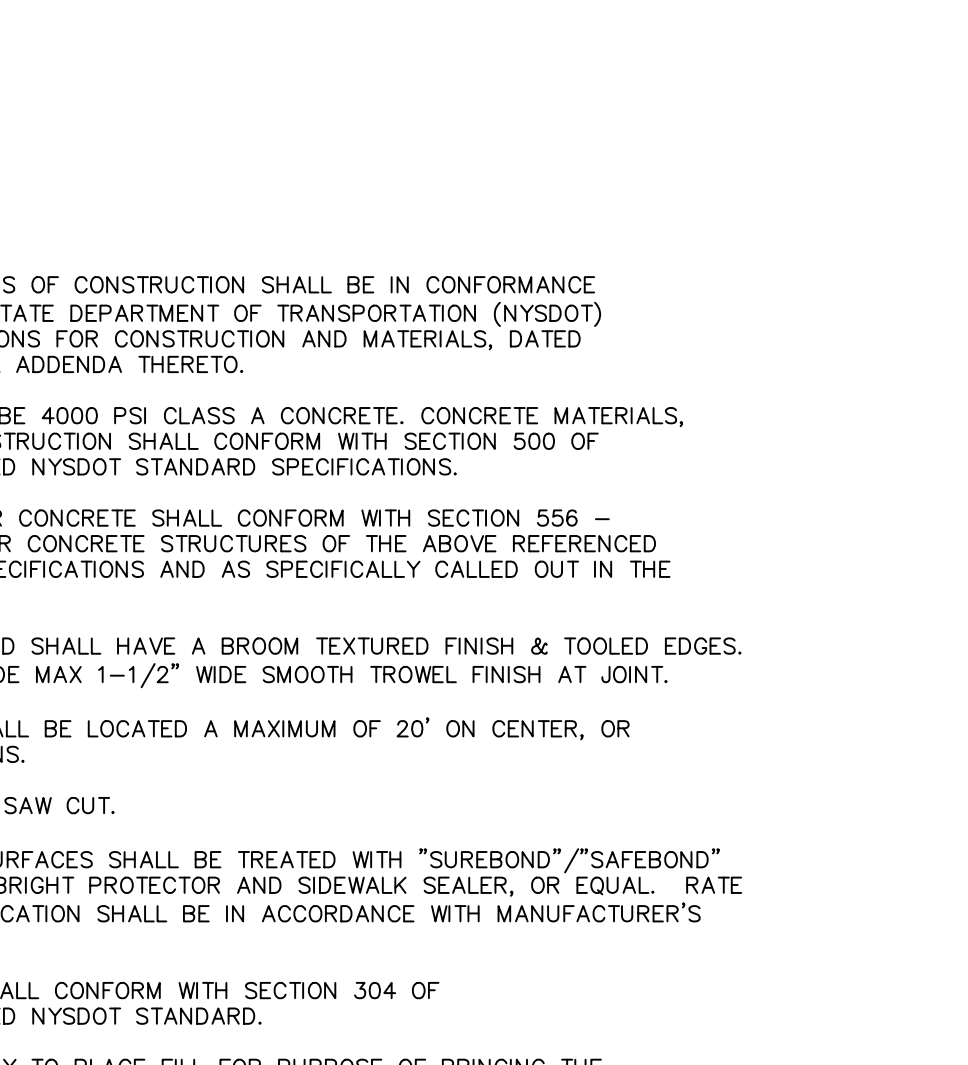
EXPANSION JOINT



CONTROL JOINT



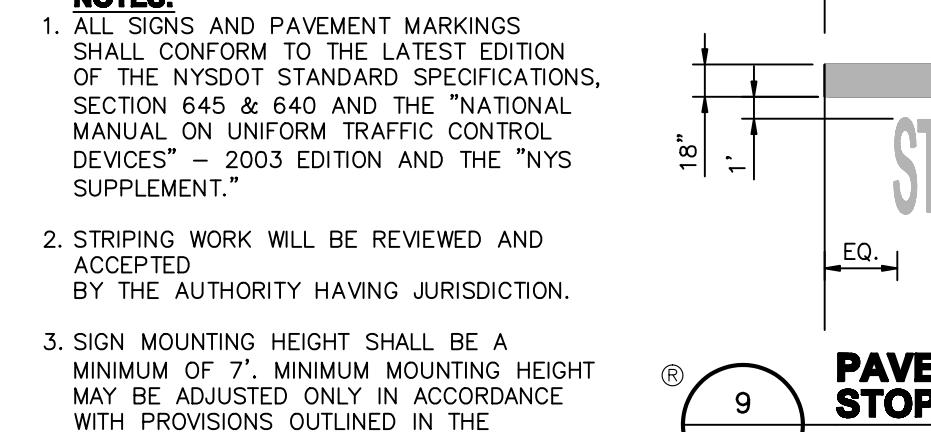
TOOLED EDGE



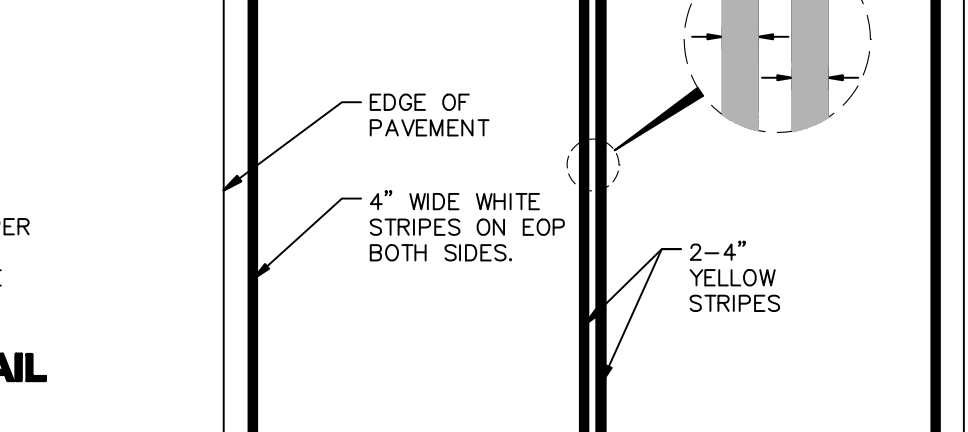
4 CONCRETE SIDEWALK DETAIL
SCALE: NOT TO SCALE



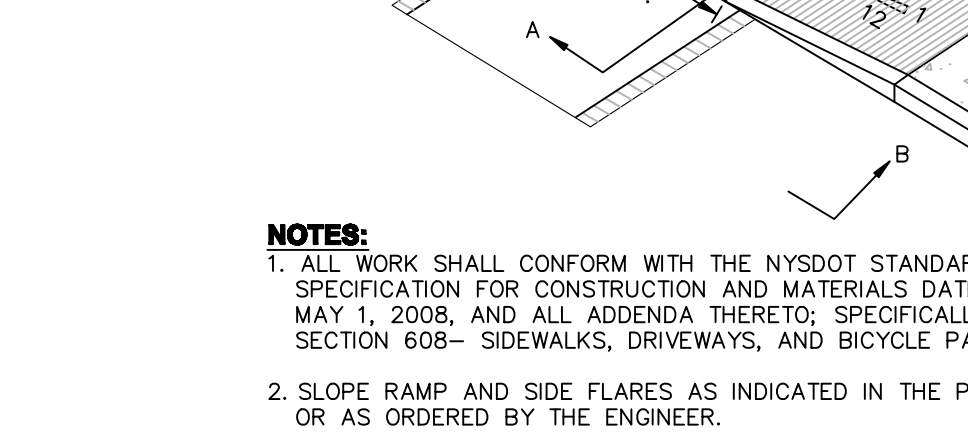
5 HANDICAP STRIPING
SCALE: NOT TO SCALE



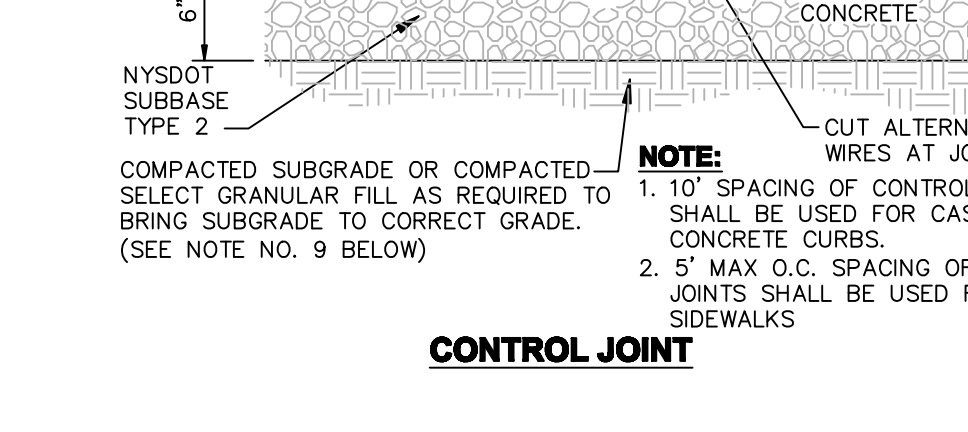
9 PAVEMENT MARKING DETAIL STOP BAR
SCALE: NOT TO SCALE



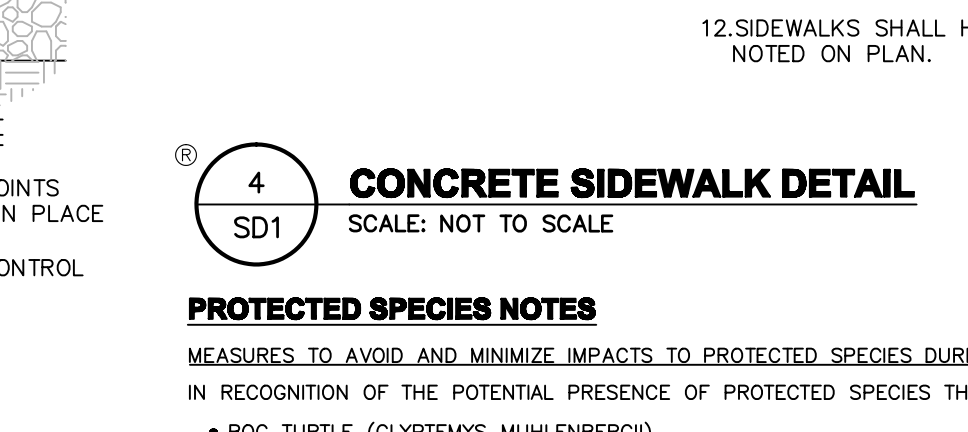
10 PAVEMENT MARKING DETAIL TYPICAL ROAD STRIPING
SCALE: NOT TO SCALE



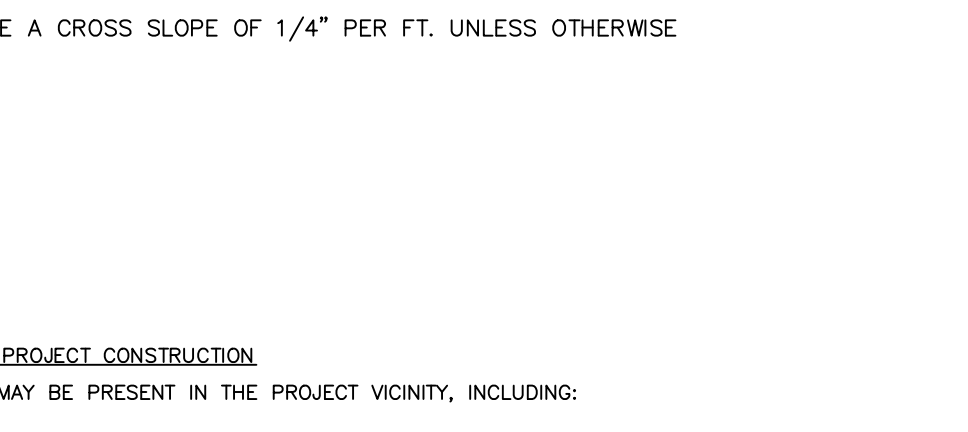
11 PEDESTRIAN RAMP SECTION - DROP CURB
SCALE: NOT TO SCALE



CONCRETE SIDEWALK DETAIL

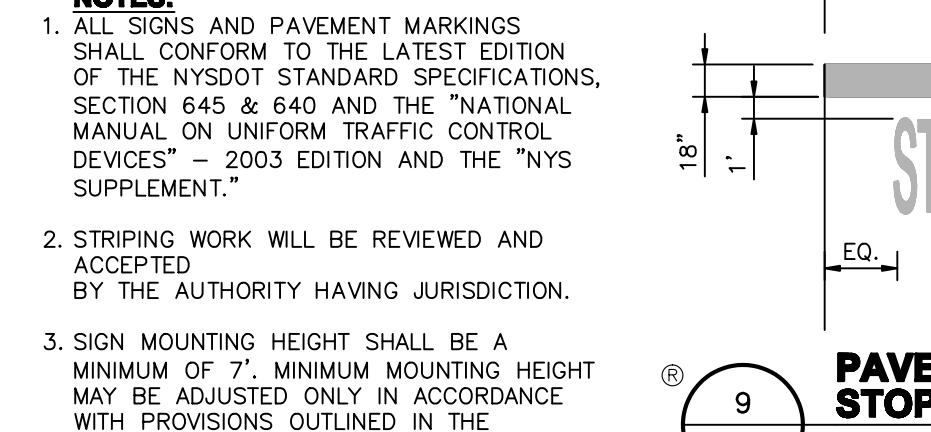


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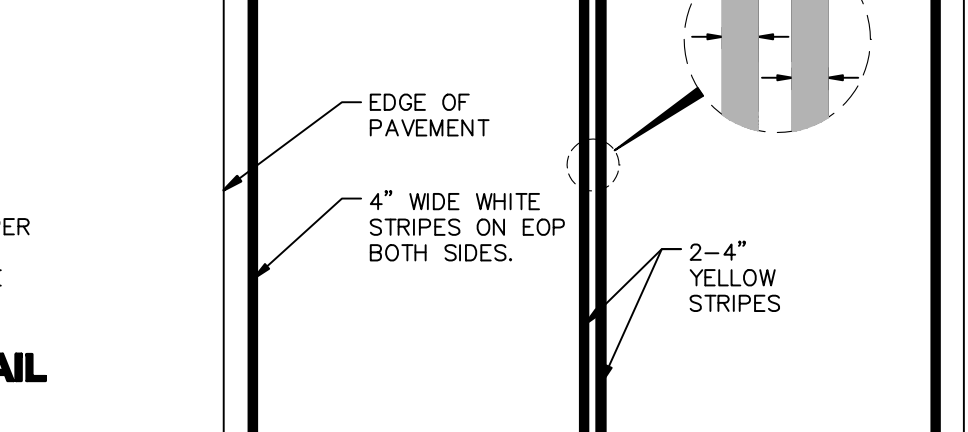


CONCRETE SIDEWALK DETAIL

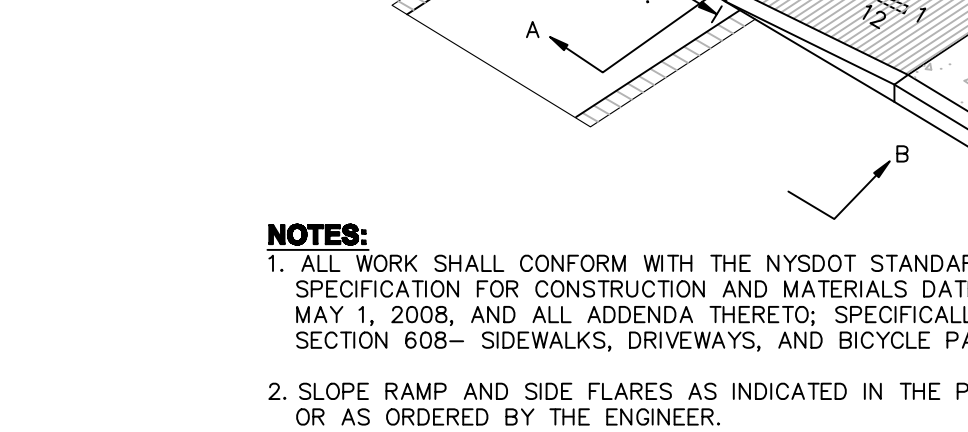
SIGN SCHEDULE						
SIGN NO.	SIGN FACE	MUTCD NUMBER	MIN. SIZE	COLORS	LEGEND	MOUNTING
1	STOP	R1-1	24"x24"	RED	WHITE	7 SD1
2	AREA LIMIT 10'	NYR2-3	18"x24"	WHITE	BLACK	6 SD1
3	HANDICAP	R7-8	12"x18"	WHITE/BLUE	GREEN/WHITE	6 SD1
4	VAN ACCESSIBLE	R7-8b	12"x6"	WHITE	BLUE	6 SD1
5	NO PARKING ANY TIME	R7-1	12"x18"	WHITE	RED	6 SD1



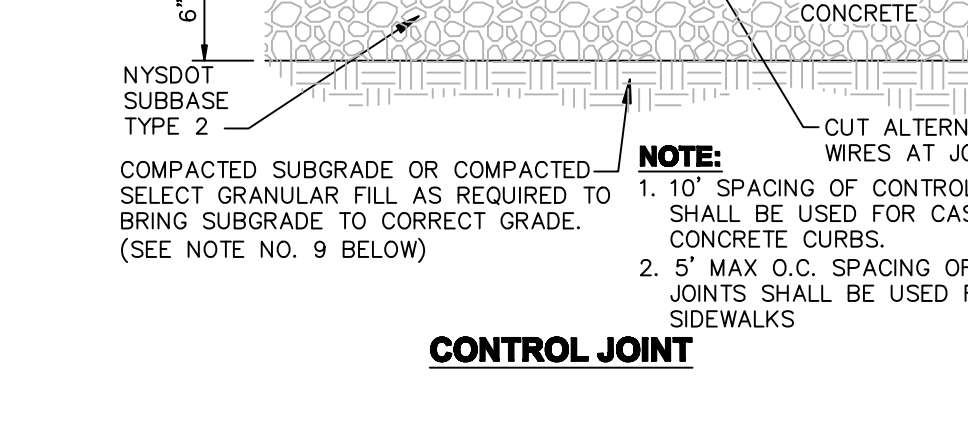
9 PAVEMENT MARKING DETAIL STOP BAR
SCALE: NOT TO SCALE



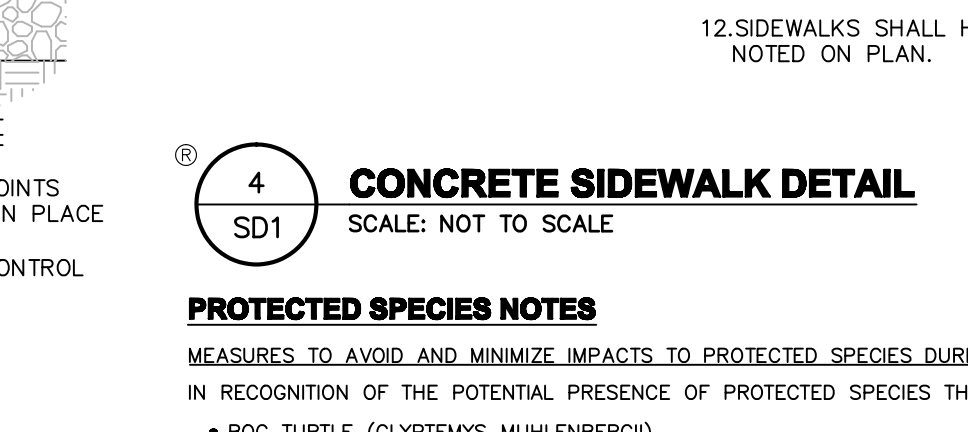
10 PAVEMENT MARKING DETAIL TYPICAL ROAD STRIPING
SCALE: NOT TO SCALE



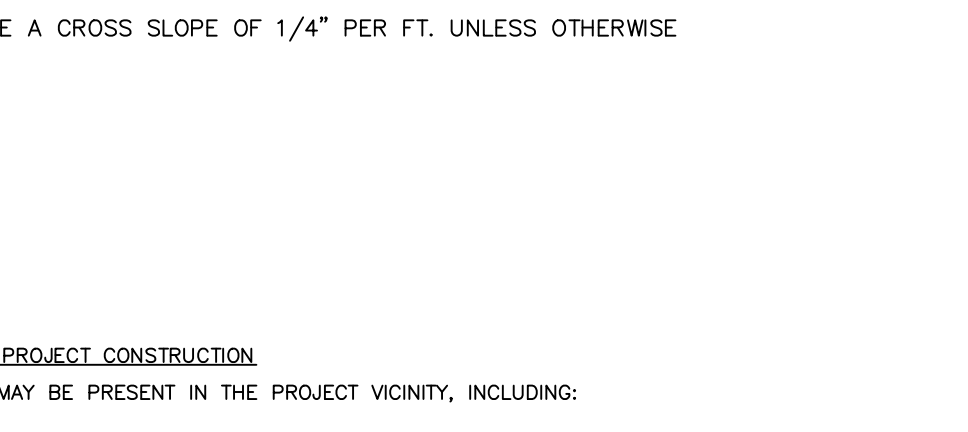
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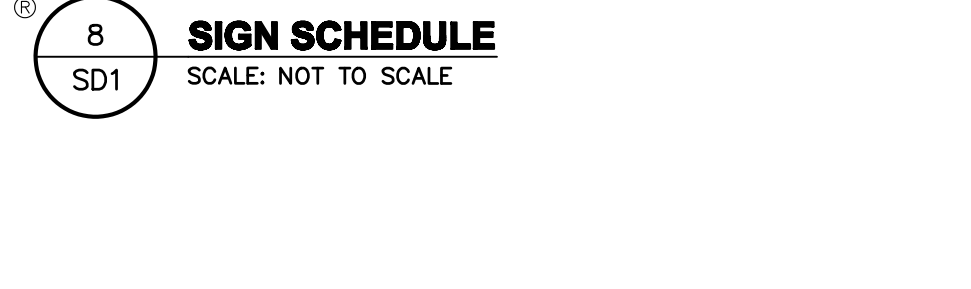
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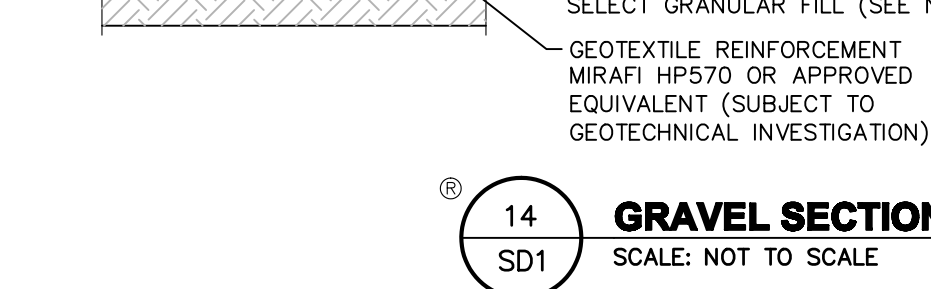
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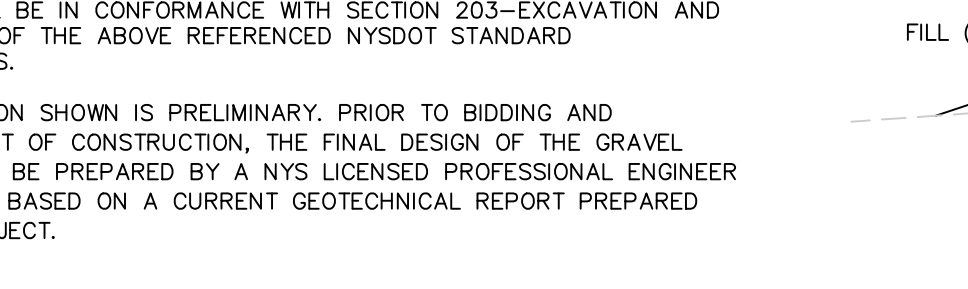
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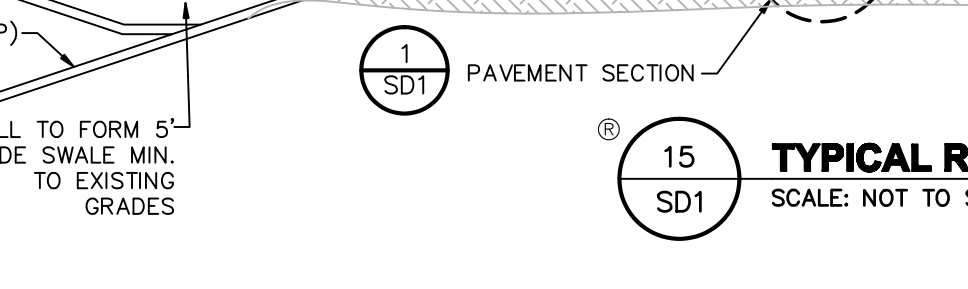
8 SIGN SCHEDULE
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14 GRAVEL SECTION DETAIL
SCALE: NOT TO SCALE



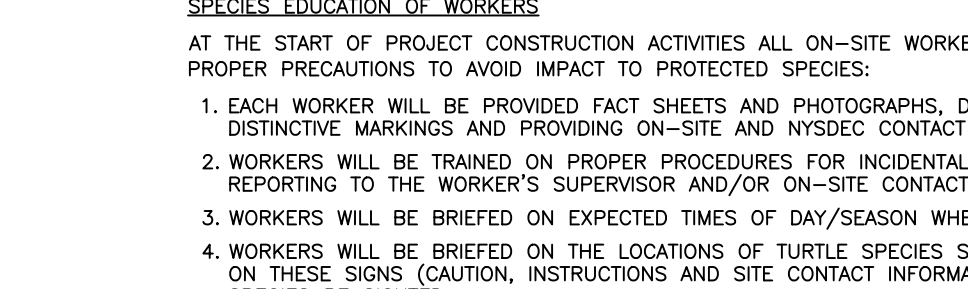
14 GRAVEL SECTION DETAIL
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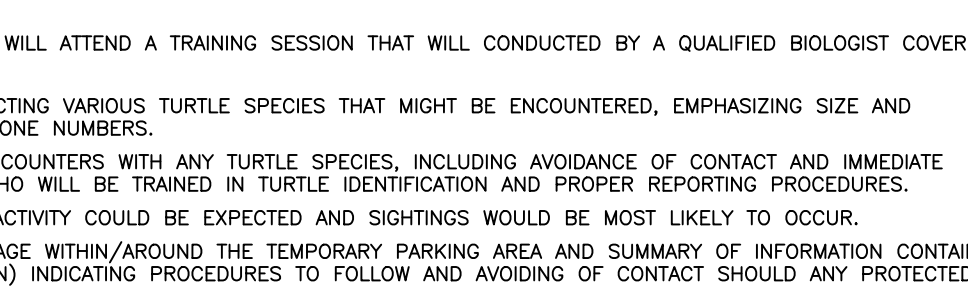
15 TYPICAL ROAD CROSS SECTION W/ SHOULDER
SCALE: NOT TO SCALE



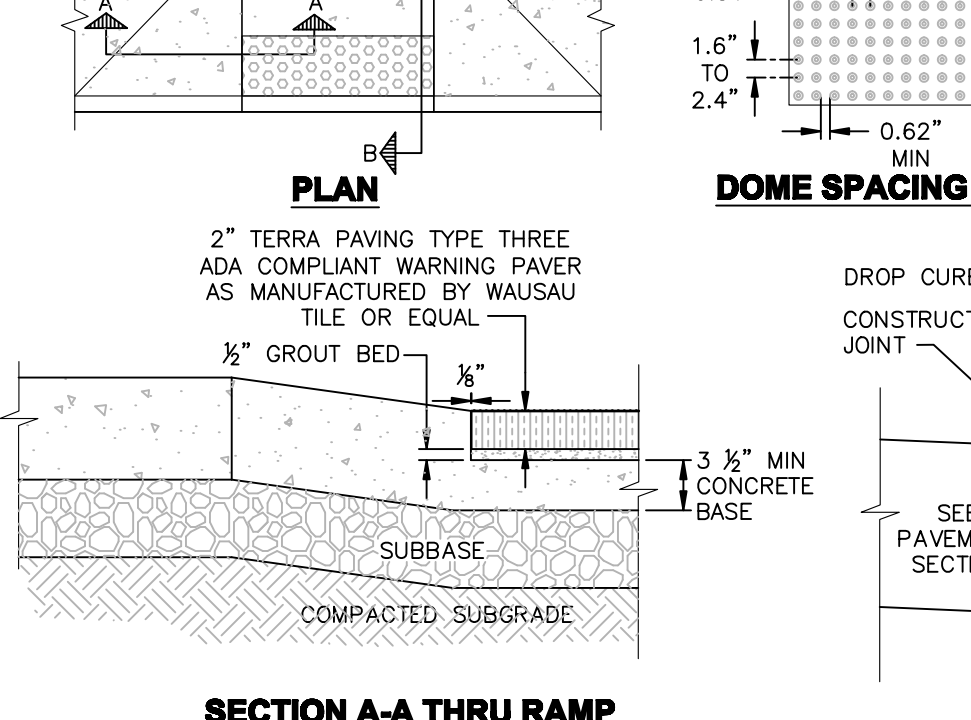
TURTLE SPECIES SIGNAGE DURING PROJECT OPERATION



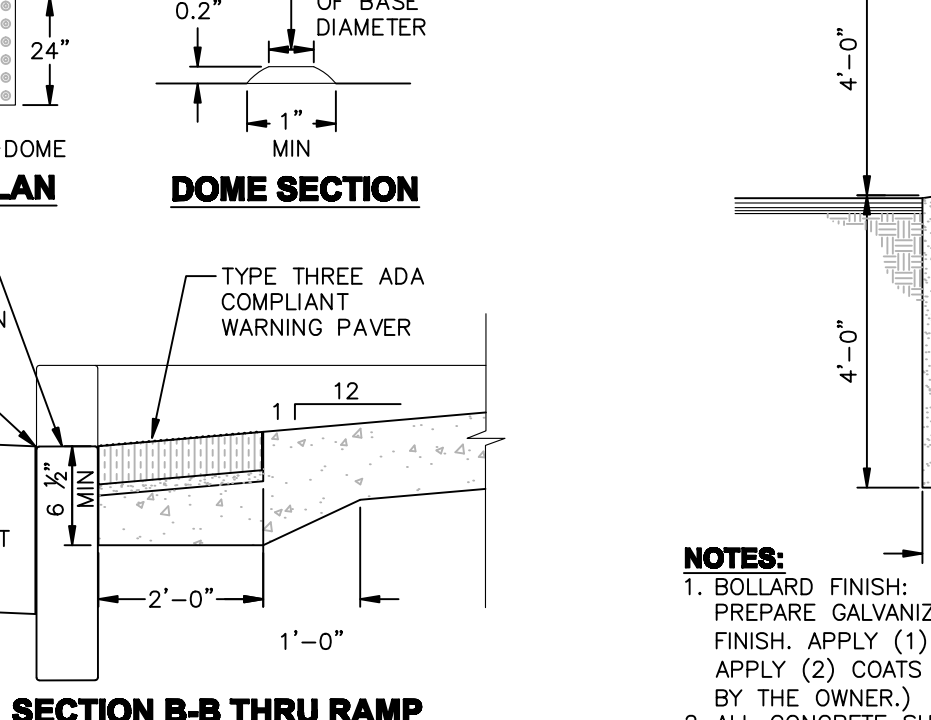
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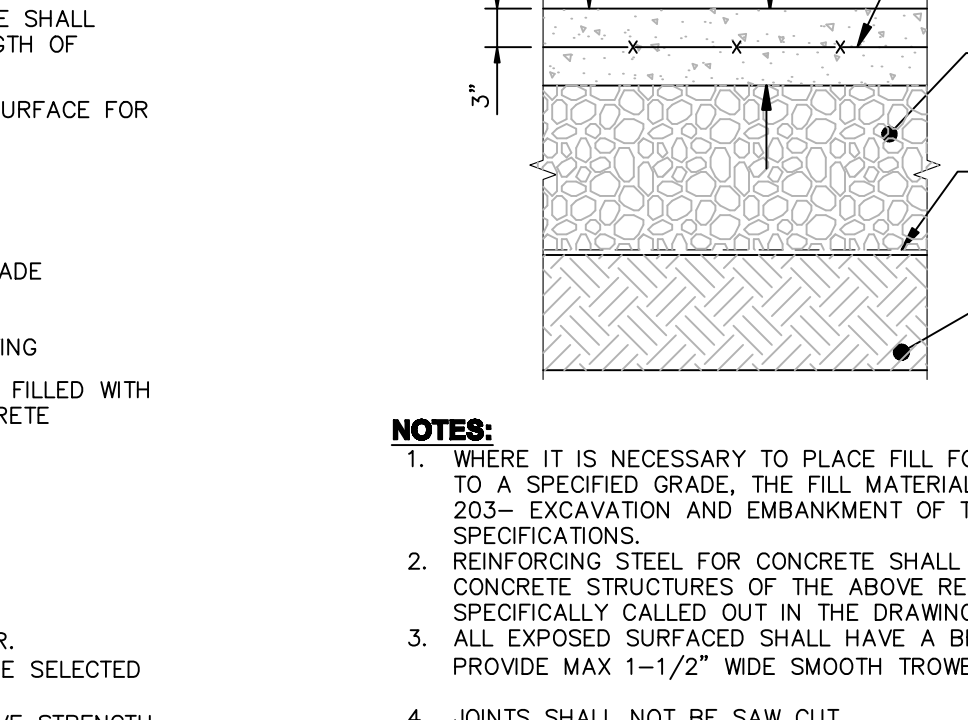
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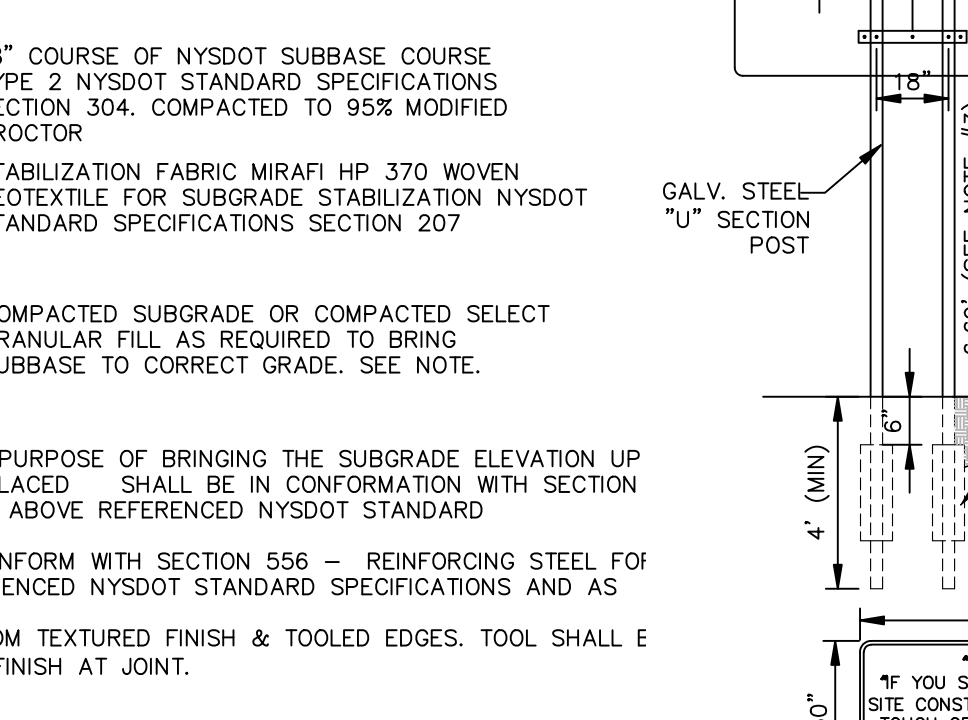
DOME SECTION



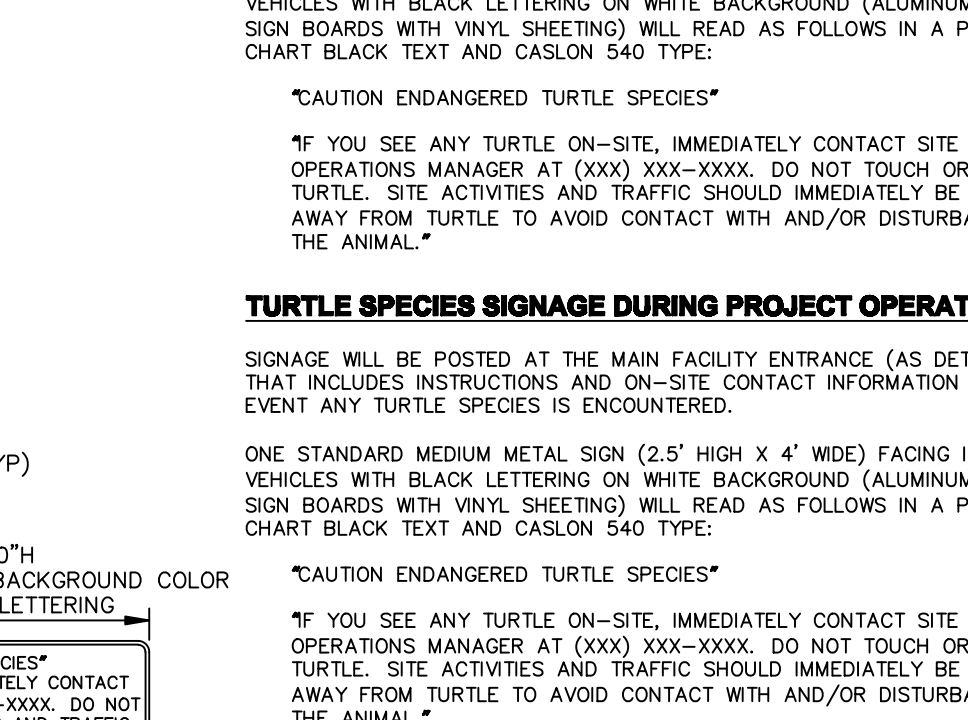
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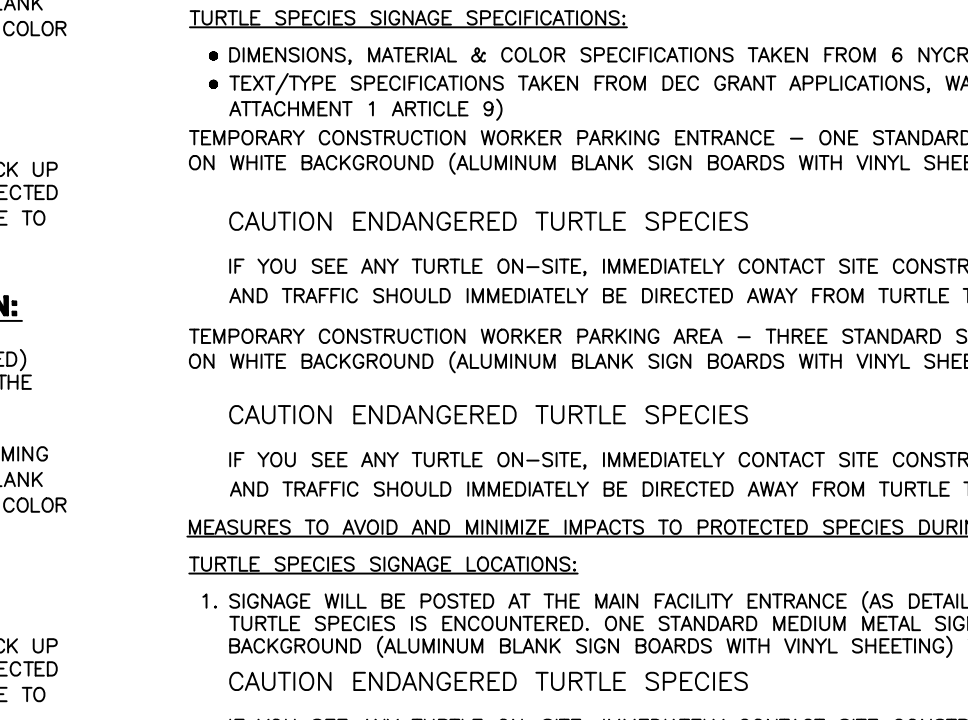
16 CONCRETE PAD DETAIL
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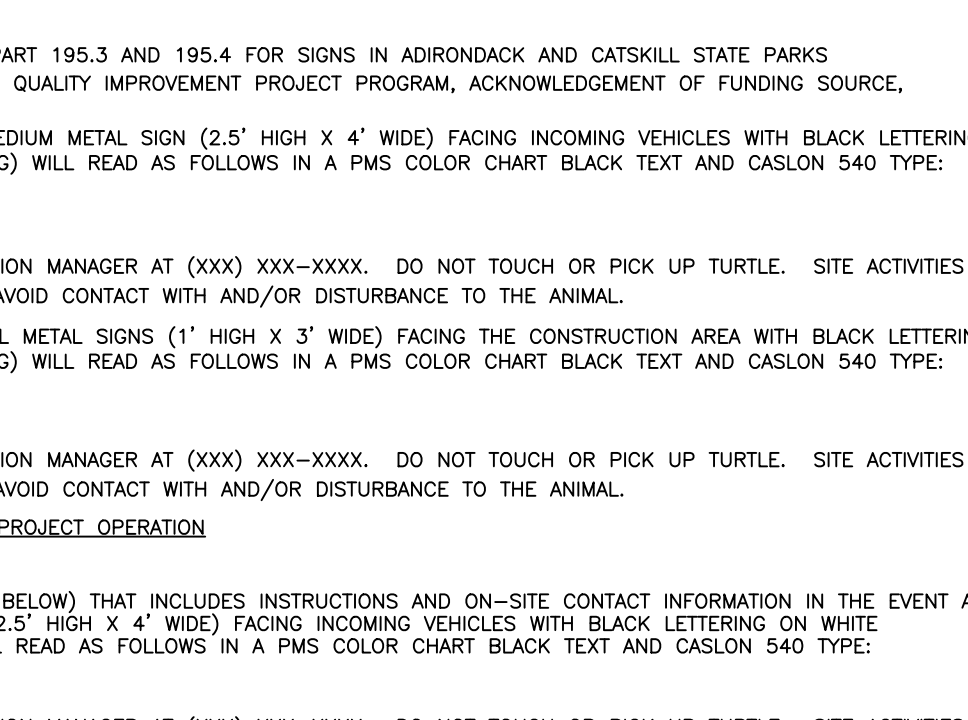
16 CONCRETE PAD DETAIL
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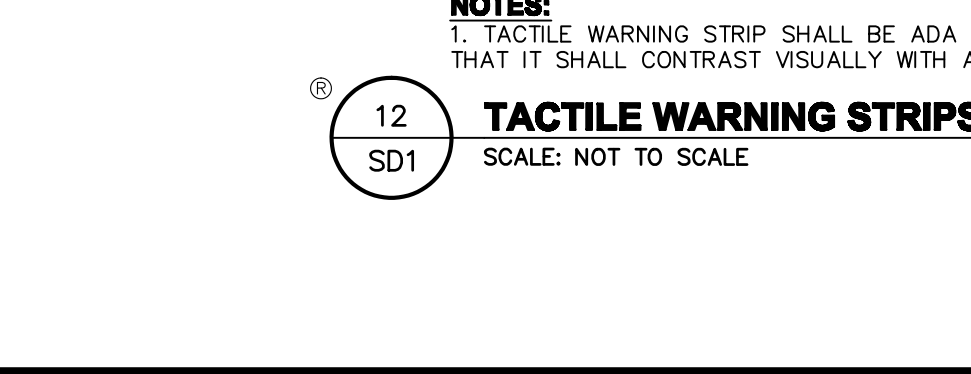
TURTLE SPECIES SIGNAGE DURING PROJECT OPERATION



TURTLE SPECIES SIGNAGE DURING PROJECT OPERATION



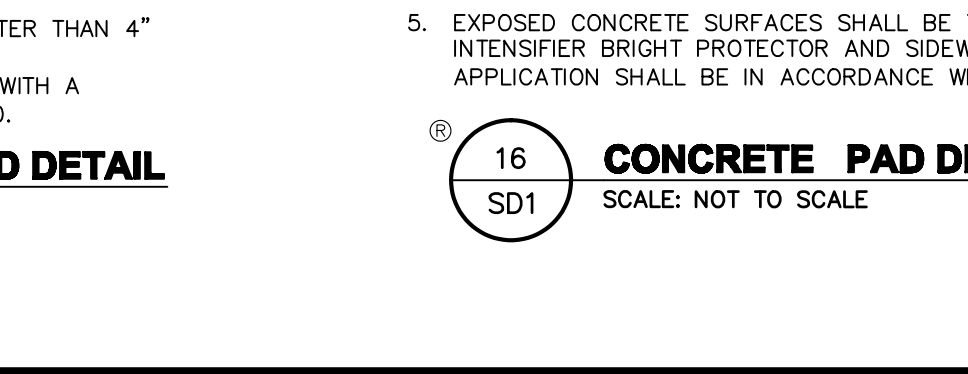
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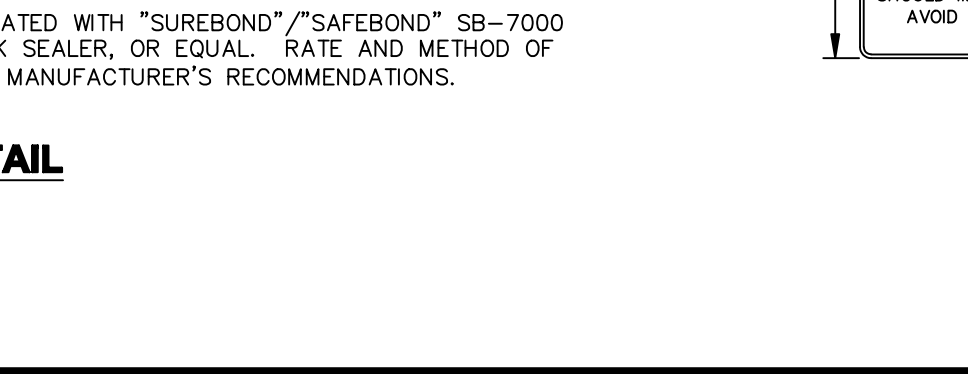
12 TACTILE WARNING STRIPS FOR RAMPS
SCALE: NOT TO SCALE



13 STEEL & CONCRETE BOLLARD DETAIL
SCALE: NOT TO SCALE



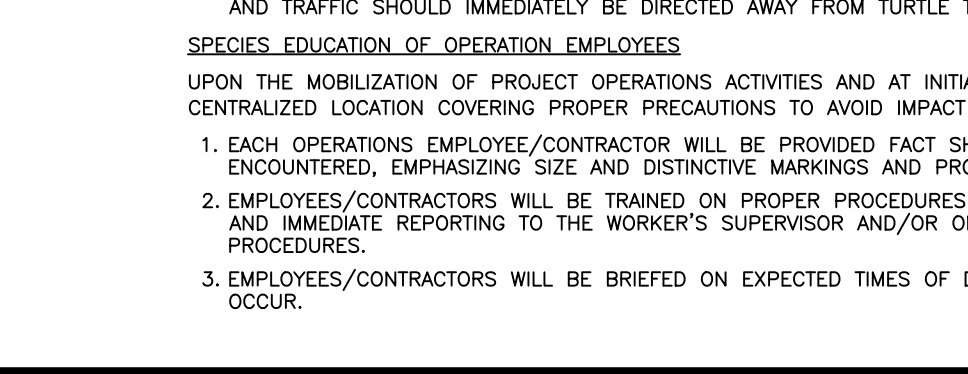
16 CONCRETE PAD DETAIL
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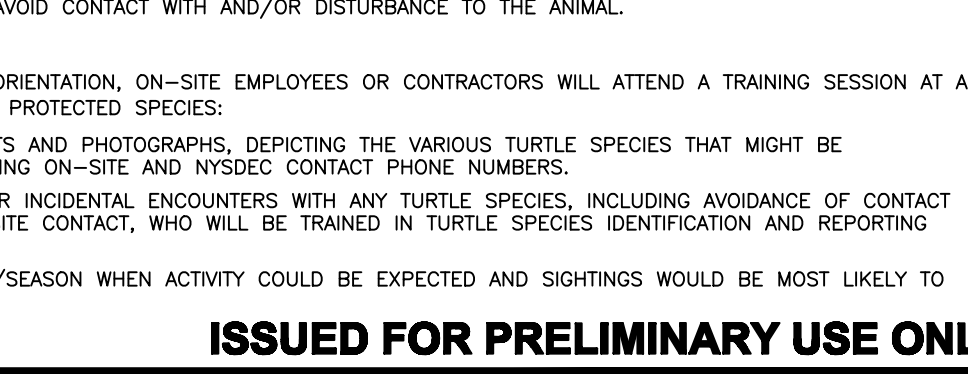
TURTLE SPECIES SIGNAGE DURING PROJECT OPERATION



TURTLE SPECIES SIGNAGE DURING PROJECT OPERATION



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TURTLE SPECIES SIGNAGE DURING PROJECT OPERATION

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Environmental Scientists
Landscape Architects

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CRICKET VALLEY ENERGY
SITE DETAILS
TOWN OF DOVER, DUTCHESS COUNTY, NEW YORK

rev.	date	description
1	08/10/2012	ADDED PROTECTED SPECIES SIGNAGE AND NOTES

drawn	checked
MMF	CL
date	04/24/12
NO. SCALE	NO. SCALE
PROJECT NO.	81001.00
SHEET NO.	SD1

ISSUED FOR PRELIMINARY USE ONLY

Construction Sequencing and Schedule

The New York State Department of Environmental Conservation (NYSDEC), United States Army Corps of Engineers (USACE) and the Town of Dover Building Inspector (Building Inspector) will be notified prior to commencement of site construction activities, which is currently anticipated to begin in the third quarter of 2013. The sequence of construction is outlined below. If necessary, this sequence may be altered slightly, depending on the start construction date, to ensure that no tree clearing activities occur between April 1 and September 30. An updated construction schedule will be provided to the Building Inspector, NYSDEC and USACE 30 days prior to initiating site work, with revisions provided as necessary throughout the construction effort.

A preliminary construction schedule was provided as Figure 1-8 in the Final Environmental Impact Statement. The construction sequence, as outlined in that schedule, is outlined below.

Mobilization and Site Preparation

The mobilization phase occurs during approximately the first two months of construction. Prior to any onsite disturbance, surveyors will stake out and demarcate property lines, limits of work disturbance, wetland boundaries and Adjacent Areas, other relevant property setback areas, and the project footprint (both the Project Development Area and the 13-acre portion of the former Rasco parcel that will have temporary use for construction parking and laydown). Site security fencing will be established for the work area and traffic controls will be installed at site entrances and exit as required. Temporary silt fencing will be installed between all wetland areas and any disturbance areas. The construction entrance and exit will be stabilized and signage, including the turtle species information sign, will be installed.

Note that, although clearing is scheduled to occur in a phase below, in order to maintain the seasonal restrictions on clearing of trees larger than 4 inches in diameter at breast height, such clearing could be implemented early, depending on the construction start date. Prior to any clearing, silt fencing will be in place between wetland resources and work areas, and the boundaries of the tree clearing areas will be delineated with bright orange construction fencing prior to any tree cutting.

Limited Contaminated Soil Removal

Three limited locations were identified where existing soil contamination levels indicate the need for special handling. Prior to any intrusive work on the site, these areas will be delineated with bright orange construction fencing and restricted from access until the soils are excavated and disposed of at a permitted offsite disposal facility.

Temporary Construction Office Trailers

Temporary construction trailers will next be installed and laydown areas established for placement of materials required for construction.

Installation of Construction Stormwater Management Systems and Associated Soil Erosion and Sedimentation Control Devices

Per the project's Stormwater Pollution Prevention Plan (SWPPP), the construction stormwater detention basins and associated erosion controls designed to trap sediments will be installed at this stage. This will include the placement of temporary rip rap at the detention basins' outlets to the NYSDEC or USACE-jurisdictional wetlands or intermittent stream. As noted above, tree clearing associated with this work is subject to seasonal restrictions and may occur prior to this phase in order to comply with those restrictions. In order to install some of the construction stormwater detention basins and associated erosion controls, sub-surface waste material and surface debris will require excavation and/or removal from the property and disposal at a permitted off-site facility.

Waste Material/Debris Removal

The remaining areas identified containing sub-surface waste material and surface debris will next begin to be excavated and/or removed from the property and disposed of at a permitted off-site disposal facility. These areas will be cleared throughout the first year of construction in a logical sequence with other demolition and rough grading activities. This sequence, as discussed below, will precede demolition, clearing and grading activities as they move from area to area on the site, to minimize the amount of exposed soils at any one time.

Temporary Construction Worker Parking

Area grading and clean gravel substrate will be used to develop temporary construction worker parking following installation of the construction stormwater detention basins and associated erosion controls and removal of subsurface waste material and debris within the limits of disturbance. Three standard signs designed to alert and remind workers of the potential presence of turtle species would be installed at strategic locations between the parking area and adjacent wetlands. Jurisdictional resources proximate to the temporary construction parking area include Wetlands D and F (US Wetlands 8 and 4) and the USACE intermittent stream. The integrity of silt fencing between these areas and the limits of disturbance will be regularly inspected throughout the creation, use, and restoration of the parking area.

Demolition, Clearing and Blasting

Demolition, Clearing and Rough Grading

Following installation of the construction stormwater detention basins and associated erosion controls, demolition, additional clearing and rough grading will commence. All existing structures within the Project Development Area and former Rasco parcel will be demolished and waste material not reusable for fill material will be disposed of at a permitted offsite disposal facility. Any reusable fill material will be placed in temporary stockpiles areas with appropriate erosion controls.

As noted above, tree clearing is subject to seasonal restrictions and may occur prior to this phase of work in order to comply with those restrictions. Following demolition of all structures and clearing, rough grading of the project footprint will be completed. Soil stockpiles and other exposed areas that will not be immediately worked will be temporarily stabilized and seeded to control dust and erosion.

Initial Wetland 2 Restoration Activities

Among the locations involved in waste material/debris removal and installation of temporary construction stormwater basins are areas in and around the southern end of Wetland 2. Silt fencing will be maintained between these areas and the limits of disturbance throughout this process, except for the period when debris and non-native sediment needs to be removed from within Wetland 2 itself. In addition to historical debris, non-native sediment will be removed from a 0.6-acre portion of Wetland 2, per the wetland restoration plan at this stage. The resulting open water will then be allowed to naturally revegetate. As part of this activity, the wetland boundary will be extended to create 0.05 acres of new wetland area and the remaining debris and waste area regraded to final contours. This area will next be reseeded and allowed to revegetate. Temporary silt fencing will then be re-installed and any exposed soils will be reseeded for stabilization purposes, prior to the Adjacent Area replanting, which will occur during final site landscaping, later in the construction sequence.

Civil Foundations/Equipment Installation

Project Site Excavations, Foundations and Underground Utilities

The remainder of the first year of construction will entail completion of excavations required for the construction of foundations, utilities and the onsite roads. Excavated areas will be prepped for pouring of concrete foundations and installation of sub-base for utilities and roads will be completed.

Above Grade Construction

Above grade construction which includes buildings, roadways, curbing and pole lighting will be completed during approximately the second year of construction. As shown in Figure 1-8 of the Final EIS, individual structures will be staggered such that the majority of project structures will be erected over a 9-month period. The remainder of the 36-month construction sequence entails primarily indoor work, which includes piping, electrical, controls and instrumentation installation, commissioning and startup. During this period, the stormwater and erosion controls will be maintained and monitored until final landscaping is complete.

Commissioning and Startup

Temporary Construction Worker Parking Area Restoration

During the final six months of construction, as the labor force is gradually reduced, the temporary construction worker parking area will begin to be dismantled by removing gravel

substrate, regrading, seeding and planting in accordance with the restoration plan for this area. It is anticipated that the southern portion of the parking area, adjacent to Wetland D, will be restored first, with work progressing to the north as the work force continues to be draw down. Silt fencing and erosion controls will remain in place until after new plantings have become established and stable.

Wetland 2 Adjacent Area Restoration and Enhancement

The first step in the restoration of the Adjacent Area associated with Wetland 2 will be the removal of the temporary construction stormwater basins and associated rip-raps. The final steps will be replanting with trees/shrubs during final landscaping. An area adjacent to Wetland 2 comprised of 0.6 acres of Adjacent Area and 0.3 acres of bordering upland area will be replanted with shrub/tree species. In addition, identified areas within a 1.8-acre portion of the Adjacent Area that are not currently wooded will also be selectively planted with tree species during this stage.

De-mobilization

Temporary construction trailers, temporary traffic controls, unused construction materials and containerized construction waste will be removed from the site as building construction is completed. The construction trailer area will then be seeded and replanted. Prior to initiation of final landscaping, a final sweep of the property for collection and removal of remnant debris would also be completed, although silt fencing will remain in place until plantings have become established.

Final Landscaping

Planned vegetated areas in relative close proximity to finished plant structures, parking and roadways that are anticipated to be mowed, maintained and/or include landscape plantings will be seeded and/or planted as appropriate. When plantings in proximity to wetland areas are well established, silt fencing will be removed. These activities will occur in the final two months of project construction, season permitting. The timing of this phase in the construction sequence will be adjusted as necessary to ensure maximum survival of planted species; however, all restoration planting is expected to be fully established within one year after completion of construction.

Description

Cricket Valley Energy (CVE) currently holds a long-term option to purchase 193.5 acres of industrial land located at 2241 Route 22 (the "Property").

Approximately 79 acres of the 193.5-acre Property lie west of the Metro-North railroad track and are currently undeveloped, except for a small pump house associated with a former use. This portion of the Property has been designated within the Great Swamp Critical Environmental Area (CEA) for its natural resource value. It contains a NYSDEC-mapped wetland system associated with the Swamp River, which flows northward past the Property to its confluence with the Ten Mile River, just south of Dover Plains. This area is not proposed for any development activity related to the Project.

Intent

CVE has proposed to leave all property west of the Metro-North railroad track (79.33 acres) in its current state through incorporation of a conservation easement, a permanent deed restriction or donation of the acreage into a conservation trust. A sample conservation easement is provided as an Attachment A.

Management

CVE has been in discussions with local conservation groups, including the Oblong Land Conservancy and the Town of Dover Conservation Advisory Council, to place all of the Project's land west of the Metro-North rail line into permanent conservation. The missions of these organizations are as follows:

Oblong Land Conservancy

The Oblong Land Conservancy's ("OLC") focus of interest is Pawling, Dover and its environs located in the southeast corner of Dutchess County, New York, at the borders of Putnam County and the state of Connecticut. It is an area rich in beautiful landscapes, clean water, large rural open spaces, extensive forests, working farms, and abundant plant and animal habitats. The name "Oblong" is derived from the historic Oblong, a narrow 2 x 60 mile tract of formerly disputed territory on the New York/Connecticut border. Thus far OLC has helped to promote village and rural trail networks and has successfully acquired conservation easements for open spaces ranging in size from 4 acres to 200 acres. OLC has helped protect over 1000 acres through a combination of easements (932 acres) and preserves (157 acres).

The Oblong Land Conservancy currently owns an adjacent, 20-acre parcel, west of the Metro-North rail line to the north of the Property --- known as the Carruth Preserve.

Dover Conservation Advisory Council

The Town of Dover Conservation Advisory Council ("CAC") advises the Town Board on matters affecting the preservation, quality and use of the natural resources and environment of the Town of Dover. The duties of the CAC range from developing and conducting programs of public information in the community to increasing understanding of the nature of environmental problems and issues within the Town of Dover and such other studies as may be requested by

the Town Board to ensure the wise use of natural resources and to enhance and protect the environment. They are also charged with creating and maintaining an up-to-date inventory and index of all open land and wetland areas in public or private ownership within the town so as to provide a base of information for recommendations as to their preservation and/or use as well as maintain liaison and communications with public and private agencies and organizations of local, state and national scope whose programs and activities have an impact on the quality of the environment or who can be of assistance to the Council.

The Council is especially interested in protecting wetlands and other sensitive environmental areas of the Town. To do this, the Board is to updating the Open Space inventory and mapping Conservation Easements using the Town's GIS computer system which links each tax parcel in Town to many attributes such as zoning, floodplains, acreage, soil types, streams, lakes, wetlands, and elevations. Conservation Advisory Council meetings are held the last Monday of the month at 7pm in the Town Hall.

CVE will continue its discussion with local conservation groups and the Town of Dover as the Project progresses through the local permitting process.

Timing

As noted above, CVE currently holds a long-term option to purchase five parcels of land totaling 193.5 acres. Once fully permitted and financed, the Project intends to exercise its option to purchase and acquire the 193.5 acre Property. At that time, the land conservation arrangements for the 79.33 acres of land west of the Metro-North railroad track would become effective.

Discussions will continue over the coming months as CVE progresses through the local permitting process.

ATTACHMENT A

SAMPLE CONSERVATION EASEMENT

Between

[Cricket Valley Energy Center, LLC]

as Grantor

and

[Conservation Group or Municipality]

as Grantee

Draft [Month, Year]

CONSERVATION EASEMENT

This **CONSERVATION EASEMENT** is entered into this day of , [YEAR] between , with a residence at , New York, , as Grantor (the "Landowner"), and **[Town or Conservancy]**, as Grantee (the "Conservancy").

Recitals

WHEREAS, the Landowner is the owner in fee of certain real property described in Exhibit A, attached hereto and incorporated herein by reference (the "Property");

WHEREAS, The Property consists of approximately _____ acres, located in the Town of _____, Dutchess County, New York;

WHEREAS, a survey of the Property is attached hereto as Exhibit B and is incorporated herein by reference;

WHEREAS, a portion of the Property consisting of approximately _____ acres is shown on Exhibit B and is described on Exhibit C and shall be referred to herein as the "Preservation Area."

WHEREAS, the Conservancy is a not-for-profit conservation organization within the meaning of Article 49, Title 3, of the Environmental Conservation Law of the State of New York (the "Conservation Law") and is qualified to be the grantee of tax-deductible conservation easements pursuant to Section 170(h) of the United States Internal Revenue Code of 1986, as amended;

WHEREAS, the parties recognize the following:

- It is important to the conservation of the open, scenic and natural character and beauty of the area to maintain the Property's open fields, woodlands and wetlands, while restricting development so that it is compatible with the natural surroundings.
- The Master Plan of the Town of _____, adopted by its Town Board on _____, _____ (the "Master Plan"), includes in its goals and objectives the preservation of the Town's natural beauty and rural character, the protection of the natural environment, and the preservation of prime and important agricultural lands.

- The Property is in the watershed of the _____ River, a tributary of the _____ River. _____[River] passes through the Property, and the Property contains Freshwater Wetland No. _____, designated pursuant to Article 24 of the New York Environmental Conservation Law, for the protection of water quality and for minimizing adverse impacts of adjacent development on fragile wetland ecosystems.

WHEREAS, the Landowner shares the land conservation goals of the Conservancy and desires to ensure that the rural, scenic and ecological characteristics of the Property will be preserved for the benefit of future generations;

WHEREAS, the parties desire to preserve the character of the Property in perpetuity by entering into this Conservation Easement pursuant to the provisions of Article 49, Title 3, of the Conservation Law:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1 Grant of Easement. The Landowner grants to the Conservancy a perpetual conservation easement over the Property on the terms contained in this agreement (the "Conservation Easement"). The Conservation Easement shall encumber the Property and shall be recorded at the Landowner's expense in the records of the Dutchess County Clerk.

2 Purpose. The purpose of the easement granted hereby is to conserve the scenic, open, and natural character of the Property and to protect the quality of its prime farmland soils, wetland, habitat, and scenic quality by restricting development and use of the Property.

3 Reserved Rights. The Landowner reserves for himself and his successors in interest all rights with respect to the Property or any part thereof, including without limitation the right of exclusive possession and enjoyment of the Property or any part thereof and the right to sell, transfer, lease, mortgage or otherwise encumber the Property or any part thereof subject to the restrictions and covenants set forth in this Conservation Easement. This Conservation Easement does not grant the general public any right to enter upon any part of the Property unless otherwise specifically set forth herein. This Conservation Easement does not restrict an owner of the Property or any part thereof from imposing further restrictions upon the Property.

4 Restrictions Applicable to the Property. By this Conservation Easement, the Landowner agrees to the following restrictions that apply to the entire Property and the following additional restrictions that apply only to the Preservation Area.

4.1 Use of Property. Permitted recreational uses shall include the right to shoot with or without dogs, hunt, fish, trap, hike, camp, horseback ride, conduct field trials, mounted foxhunting with hounds in the traditional manner, and other non-commercial outdoor recreational activities. No non-agricultural, commercial, industrial, or institutional use of the Property or any part thereof shall be permitted.

5 Amendment and Waiver

5.1 Amendment. This Conservation Easement may be amended by a recorded instrument signed by the then owner of the Property (or of the parcel of the Property affected by such amendment) and by the Conservancy. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall comply with Article 49, Title 3 of the Conservation Law, Section 170(h) of the Internal Revenue Code, and any regulations promulgated pursuant thereto. The Conservancy shall have no right or power to agree to any amendment that would result in this Conservation Easement failing to qualify as a valid conservation easement under Article 49, Title 3 of the Conservation Law.

6 Costs, Liabilities, Taxes and Environmental Compliance

6.1 Landowner to Pay Recording Charges, Taxes and Assessments. Each owner of the Property or any part thereof shall pay all taxes and assessments lawfully assessed against the Property or part thereof owned by such owner, who shall provide receipted tax bills or other evidence of payment to the Conservancy upon request. The Landowner of the Property shall pay any and all costs of recording this Conservation Easement and/or any amendment thereto with the Dutchess County Clerk.

7 Sale, Transfer and Subdivision of the Property

7.1 Required Language in Future Deeds, Mortgages and Leases. Any subsequent conveyance of any interest in the Property, including without limitation any transfer, lease or mortgage of the Property or any portion thereof, shall be subject to this Conservation Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This [conveyance, lease, mortgage, easement, etc.] is subject to a Conservation Easement which runs with the land and which was granted to _____ by Conservation Easement dated _____, 20__ and recorded in the Dutchess County Clerk's Office _____, 20__ as Document # _____." The failure to include such language shall not affect the validity or applicability of this Conservation

Easement.

7.2 Easement Binding on Future Owners and Others. The provisions of this Conservation Easement shall run with the land and shall be binding on each owner and any party entitled to possession or use of the Property while such party is entitled to possession or use thereof. As used in this Section, the term owner shall include the owner of any beneficial equity interest in the Property, but this sentence shall not impose personal liability on any such beneficial owner except to the extent such beneficial owner has personal liability in respect of the Property under the instrument creating such equity interest and under applicable law.

7.3 Discharge of Owner Upon Transfer. In the event any owner transfers fee ownership of all or any portion of the Property, such owner shall be discharged from all obligations and liabilities under this Conservation Easement with respect to such portion transferred, except for acts or omissions which occurred during such owner's period of ownership.

7.4 Notice and Effect of Subdivision or Lot Line Adjustment. Upon a subdivision or a lot line adjustment of the Property (permitted by the terms of this Conservation Easement) into two or more parcels having differing ownership, the conveying owner or owners shall give notice of such conveyance to the Conservancy. Regardless of whether such notice is given, after any such subdivision or lot line adjustment this Conservation Easement shall be deemed to create separate easements on each such parcel. References in this Conservation Easement to the Property shall be deemed to refer to each such parcel. References to the owner or owners of the Property shall, as to each such parcel, be deemed to refer to the owner or owners of such parcel. No owner of any parcel shall have any responsibility or liability to the Conservancy for any violation of this Conservation Easement which may occur on any other parcel of the Property.

8 Miscellaneous Provisions

8.1 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement, all of which are merged herein.

8.2 Joint Obligations. The obligations imposed by this Conservation Easement upon the Landowner shall be joint and several.

8.3 Successors. The covenants, terms, conditions and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs and assigns. All references to the Landowner shall include the

above-named Landowner and his personal representatives, heirs, successors and assigns. All references to the Conservancy include and its successors and assigns.

8.4 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

9 Qualified Conservation Contribution Covenants.

9.1 Existing Conditions. This Conservation Easement is granted subject to any existing conditions shown on the Conservation Easement Map or on photographs or other materials agreed upon in writing as baseline documentation by the parties hereto.

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

LANDOWNER

By _____

CONSERVANCY

By _____

STATE OF NEW YORK)

SS.:

DUTCHESS COUNTY)

On the day of , in the year 20__ before me, the undersigned, personally appeared , 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 person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

SS.:

DUTCHESS COUNTY)

On the day of , in the year 20__ before me, the undersigned, personally appeared , 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 person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

Description of the Property

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in the Town of _____, Dutchess County, New York, more particularly described as follows:

EXHIBIT B

Description of the Preservation Area

All that area, piece or parcel of land, otherwise known as the "Preservation Area", lying and being in the Town of _____, Dutchess County, New York, more particularly described as follows:

