

Notice of Board Meeting - via Zoom Video Call

Date: July 23, 2020

To: W. Edward Walldroff
Robert Aliasso
John Jennings
Paul Warneck
William Johnson
Lisa L'Huillier

From: Chairman David Converse

Re: Notice of Board of Directors' Meeting via Zoom Video Call

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Due to the COVID-19 pandemic, the Jefferson County Industrial Development Agency will hold their Board Meeting via zoom video call on **Thursday, August 6, 2020 at 9:00 a.m.**

The draft minutes and video will be posted on the website at www.jcida.com following the meeting.

pss

c: Donald Alexander
David Zembiec
Lyle Eaton
Jay Matteson
Marshall Weir
Joseph Russell, Esq.
Kent Burto
Christine Powers
Greg Gardner
Media

ZOOM BOARD MEETING AGENDA

Thursday, August 6, 2020 - 9:00 a.m.

- I. Call to Order**
- II. Minutes – July 9, 2020**
- III. Treasurer’s Report – July 31, 2020**
- IV. Committee Reports**
 - a. Loan Review Committee**
 - i. Consider Resolution Number 08.06.2020.01 for Colleen’s Cherry Tree Inn, LLC**
 - ii. Consider Resolution Number 08.06.2020.02 to extend loan payment moratorium for 90 days relating to COVID-19**
- V. Unfinished Business**
 - 1. 146 Arsenal Street Building**
 - a. Consider Resolution Number 08.06.2020.03 to hire Cushman & Wakefield/Pyramid Brokerage Company to market 146 Arsenal Street**
 - 2. City Center Industrial Park Rail Project**
- VI. New Business**
 - 1. September Board Meeting**
- VII. Counsel**
 - 1. Consider Environmental Resolution 08.06.2020.04 for Black River Solar, LLC**
 - 2. Consider Preliminary Inducement Resolution 08.06.2020.05 for Black River Solar, LLC**
 - 3. Consider Preliminary Agreement with Black River Solar, LLC**
 - 4. Consider Environmental Resolution 08.06.2020.06 for Adams Renewables, LLC**
 - 5. Consider Preliminary Inducement Resolution 08.06.2020.07 for Adams Renewables, LLC**
 - 6. Consider Preliminary Agreement with Adams Renewables, LLC**
 - 7. Consider Authorizing Resolution Number 08.06.2020.08 for OYA Robinson Road LLC**
 - 8. Consider Authorizing Resolution Number 08.06.2020.09 for OYA Wayside Drive LLC**
- VIII. Adjournment**

Jefferson County Industrial Development Agency
Zoom Video Call – Board Meeting Minutes
July 9, 2020

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Due to the COVID-19 pandemic, the Jefferson County Industrial Development Agency held their board meeting via zoom video call. The meeting was recorded for posting to the website.

I. Call to Order: Chairman Converse called the meeting to order at 9:17 a.m.

II. Attendance:

Board Members – David Converse, Chair, Paul Warneck, Robert E. Aliasso, Jr., W. Edward Walldroff, Lisa L'Huillier, William Johnson

Excused – John Jennings

Counsel – Joseph Russell, Esq.

Staff – Donald Alexander, David Zembiec, Lyle Eaton, Peggy Sampson, Marshall Weir, Jay Matteson

Others – Christine Powers, Ed Valentine, Kevin McAuliffe, Daniel Samann (joined at 9:25 a.m.)

Media – Katie Benoit from 7News Craig Fox from the Watertown Daily Times

III. Public Comment –

1. **Ed Valentine (Opal Development)** – Mr. Valentine said he saw on the agenda that the board would be discussing the Lundy projects in the Corporate Park and then learned that they have been pulled. He said that he wanted to make sure that the board discussed and disapproves the plans that were sent to the IDA.

IV. Minutes: Minutes of the zoom video call held on June 4, 2020 were presented. A motion to approve the minutes as presented was made by Mr. Aliasso, seconded by Mr. Warneck. All in favor. Carried.

V. Treasurer's Reports: Mr. Aliasso reviewed the financials for the period ending June 30, 2020. Mr. Warneck asked about the delinquent PILOT for ARC FEWTRN001 (FedEx Ground). Mr. Eaton said he has been sending invoices and late fees to their escrow agent, but has not received a response. He said he tried a FedEx contact and they are trying to sort it out. Mr. Eaton said the Convergys City PILOT tax payment is also delinquent. He said it was discussed with the company before they vacated the building, but the bill remains unpaid. Mr. Warneck asked if the IDA will be responsible. Mr. Alexander and Attorney Russell didn't think so. After discussion, a motion was made by Mr. Aliasso to accept the financial report as presented, seconded by Mr. Johnson. All in favor. Carried.

Daniel Samann joined the meeting at 9:25 a.m.

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VI. Committee Reports:

a. Finance Committee

- i. **2020-2021 Budget** - Mr. Aliasso said the committee met via zoom to review the preliminary budget. He said the committee reviewed the numbers and separate reports for the bad debt allowance and 146 Arsenal Street. He said that the budget numbers for 146 Arsenal Street are for six months. He said if the building isn't transferred within the six months then the expenses will be higher, and we will have to contact the buyer about contingencies.

Mr. Alexander said he is concerned about the income stream and said that we must improve how projects are processed.

Mr. Aliasso said the committee recommended the budget to the full board for consideration. A motion was made by Mr. Aliasso to adopt the budget as presented, seconded by Mr. Warneck. Roll call vote was taken. Mr. Converse – Yea, Mr. Jennings – Absent, Mr. Aliasso – Yea, Mr. Walldroff – Yea, Mr. Warneck – Yea, Mr. Johnson – Yea, and Ms. L'Huillier – Yea. Carried.

VII. Unfinished Business:

1. **146 Arsenal Street Building** – Mr. Alexander provided an update during the JCLDC board meeting earlier this morning. He said that an RFP has been sent out to real estate companies. He said a tour with Pyramid Brokerage Company occurred yesterday.
2. **YMCA Dept. of Defense Grant Funding** – Mr. Zembiac said the applications are being reviewed and that we should know by September 15th if the project will receive a grant.

VIII. New Business:

1. **Resolution Number 07.09.2020.01 for RBM Manufacturing Corp.** – Mr. Aliasso asked why this request is being treated differently than our other blanket moratorium during the pandemic. Mr. Eaton said that the loan started with interest only for the first 6 months which ended June 2020 and said this is a new request.

Ms. L'Huillier left the meeting at 9:36 a.m.

After discussion, a motion was made by Mr. Aliasso to approve the attached resolution, seconded by Mr. Warneck. Roll call vote was taken. Mr. Converse – Yea, Mr. Jennings – Absent, Mr. Aliasso – Yea, Mr. Walldroff – Yea, Mr. Warneck – Yea, Mr. Johnson – Yea, and Ms. L'Huillier – Absent. Carried.

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2. **2020-2021 Convergys Property Maintenance Agreement with WICLDC** – Mr. Converse asked for a motion to discuss. Mr. Warneck moved, seconded by Mr. Johnson. Mr. Alexander said the contract is a yearly agreement for 146 Arsenal Street. He said the WICLDC has done a super job and is aware of the flexibility in the contract if the building transfers to the YMCA during the year.

After discussion, roll call vote was taken. Mr. Converse – Yea, Mr. Jennings – Absent, Mr. Aliasso – Yea, Mr. Walldroff – Yea, Mr. Warneck – Yea, Mr. Johnson – Yea, and Ms. L’Huillier – Absent. Carried.

3. **Lundy Project discussion (Lot 2B and Lot 10) at Corporate Park** – Mr. Converse announced that Mr. Lundy pulled the projects; therefore, it’s a moot point and not necessary to disapprove the projects because the SEQR forms were not submitted. Mr. Aliasso wanted to make sure that our stance of not taking any action wouldn’t trigger the 90-day waiting period if the projects were to resurface. Mr. Warneck said he has the same concern that the application and information submitted will default into approval. Attorney Russell asked if Mr. Lundy provided his decision in writing. Mr. Alexander said no. Attorney Russell said that the 90-day period can’t start because we didn’t receive the EAF’s. Mr. Alexander will ask Mr. Lundy for a letter confirming his decision. Attorney Russell said the application is incomplete for failure to supply the appropriate EAF’s.

Mr. Valentine asked if the IDA had the plans for the 16,000 square foot building or the 22,000 square foot building. Mr. Converse said it was too hard to read and indicated that he wasn’t sure.

Mr. Valentine said he wanted to let the board know that he raised concern over the parking issue with Penske to the Town of Watertown on June 1st. He said that he stopped in several times and spoke to Pam Desormo, but found out that it had not been dealt with so he brought pictures to their meeting on Monday. He said that he wanted to make us aware that he’s trying to enforce the parking issue.

A motion was made by Mr. Warneck to deem the applications incomplete for failure to submit the appropriate EAF forms for Lot 10 and Lot 2B, seconded by Mr. Aliasso. All in favor. Carried.

4. **Corporate Park Ad Hoc Committee** – Mr. Warneck said he wants to make sure that the ad hoc committee that was created (Mr. Converse, Mr. Warneck, Mr. Jennings) will continue to pursue outreach to park tenants since several issues remain.
5. **Other** –

COVID-19 – Mr. Alexander said that the Agency is doing its best to deal with the impacts created by the COVID-19 pandemic.

CCIP Rail – Mr. Zembiec said that we are proceeding with the rail at the City Center Industrial Park and that construction work should begin in August. Attorney Russell said he is waiting for title work on the IDA and City parcels.

Jefferson County Industrial Development Agency
Zoom Video Call - Board Meeting Minutes
July 9, 2020

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6. **Executive Session** – At 9:58 a.m. Mr. Warneck made a motion to go into executive session for the potential acquisition of real property, seconded by Mr. Walldroff. Board Members, Staff, Counsel and JCLDC Board Member Christine Powers remained.

At 10:14 a.m. Mr. Aliasso made a motion to leave executive session and reconvene the regular board meeting, seconded by Mr. Warneck. All in favor.

IX. Counsel: None.

- X. Adjournment:** With no further business before the board, a motion was made by Mr. Aliasso to adjourn the zoom video call, seconded by Mr. Warneck. All in favor. The video call adjourned at 10:15 a.m.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Resolution Number 07.09.2020.01

**RESOLUTION FOR AUTHORIZING A MODIFICATION TO THE REVOLVING
LOAN TO RBM MANUFACTURING CORP.**

WHEREAS, RBM Manufacturing Corp. has requested an extension of interest only payments for another 6 months to avoid a cashflow problem during COVID-19 while they wait to sell franchises, and

WHEREAS, the current balance on the \$200,000 loan made in 2019 is \$200,000 as of June 30, 2020, and

WHEREAS, Staff recommends approval of the request effective July 1, 2020, and

WHEREAS, the chair of the Loan Review Committee agreed to move the request to the full board since a meeting wasn't held during the month of June, and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Jefferson County Industrial Development Agency that it herein approved staff's recommendation and that all terms and conditions of the original loan remain in effect, and be it further,

RESOLVED, that the Chairman, Vice Chairman, Secretary and/or Chief Executive Officer are authorized and directed to execute any and all documents necessary to carry out the purposes of this Resolution.

This resolution shall take effect immediately.


Donald C. Alexander
CEO

Roll Call Vote:

NAME	YEA	NAY
David Converse	✓	
W. Edward Walldroff	✓	
Robert E. Aliasso, Jr.	✓	
John Jennings	Absent	
Paul Warneck	✓	
William Johnson	✓	
Lisa L'Huillier	Absent	

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Income Statement for the Ten Month Period Ending July 31, 2020

Prepared by Lyle Eaton, July 29, 2020

UNRECONCILED

	Current Year Budget	Year-to-Dat e Total	Current Month	Previous Month	Balance Remaining
Revenues					
Application & Process Fees	\$ 3,000.00	3,520.00	\$ 0.00	0.00	(520.00)
RCI Annual CD Fund	279,427.00	279,427.20	0.00	0.00	(0.20)
Bond Admin Fee	3,000.00	3,000.00	0.00	0.00	0.00
PILLOT/Sale Leaseback Fees	518,017.00	360,550.00	2,500.00	0.00	157,467.00
Fee Income - RLF Program	43,424.00	36,185.60	3,618.56	3,618.56	7,238.40
Fee Income - Micro Program	26,137.00	20,972.80	2,097.28	2,097.28	5,164.20
Interest Income	2,500.00	2,692.22	155.35	224.07	(192.22)
Interest Income - RLF Program	55,000.00	22,099.68	1,193.04	2,960.29	32,900.32
Late Payment Penalty RLF	200.00	0.00	0.00	0.00	200.00
Interest Income - City Fund	8,200.00	5,471.20	476.17	483.90	2,728.80
Interest Income - Micro Prog.	5,000.00	8,336.91	573.12	444.34	(3,336.91)
Late Payment Penalty - Micro	500.00	98.69	11.32	0.00	401.31
Miscellaneous Income	2,000.00	1,271.63	159.56	0.00	728.37
FTZ Fees	1,200.00	0.00	0.00	0.00	1,200.00
Total Revenues	947,605.00	743,625.93	10,784.40	9,828.44	203,979.07
Operations					
Printed Material	0.00	1,318.00	0.00	0.00	(1,318.00)
Office Expense	1,000.00	653.19	200.00	0.00	346.81
RCI Fee Sharing	139,714.00	139,713.60	0.00	0.00	0.40
Admin Services Exp	600,377.00	500,314.10	50,031.41	50,031.41	100,062.90
Electric Service	0.00	451.75	0.00	0.00	(451.75)
D&O Insurance	14,400.00	10,877.50	1,087.75	1,087.75	3,522.50
Commercial Insurance	8,000.00	6,217.90	621.79	621.79	1,782.10
FTZ Expense	1,250.00	1,250.00	0.00	0.00	0.00
Legal - Unrestricted	12,000.00	14,475.00	1,990.00	1,000.00	(2,475.00)
Legal Corp Park	5,000.00	0.00	0.00	0.00	5,000.00
Accounting & Auditing	11,000.00	10,375.00	0.00	0.00	625.00
Consultants	1,000.00	0.00	0.00	0.00	1,000.00
Coffeen Park Taxes	1,800.00	1,656.50	0.00	0.00	143.50
Airport Park Taxes	1,200.00	1,056.98	0.00	0.00	143.02
Fees Expense	300.00	2,580.00	196.00	0.00	(2,280.00)
Bad Debt--RLF	0.00	(15,468.00)	0.00	0.00	15,468.00
Bad Debt--Micro	0.00	31,268.65	0.00	0.00	(31,268.65)
RLF Program Expense	43,424.00	36,185.60	3,618.56	3,618.56	7,238.40
Microenterprise Program Exp	26,167.00	20,982.80	2,097.28	2,097.28	5,184.20
RLF Audit Expense	800.00	0.00	0.00	0.00	800.00
Landscaping	0.00	5,600.00	0.00	0.00	(5,600.00)
Security	0.00	87,680.59	0.00	0.00	(87,680.59)
Plowing 146 Arsenal	25,000.00	15,900.00	0.00	0.00	9,100.00
IDA 146 Arsenal Bldg Expense	0.00	29,014.45	1,849.50	1,490.38	(29,014.45)
City/County Parking Lot Fund	20,000.00	20,000.00	0.00	0.00	0.00
Insurance	15,000.00	20,816.30	2,081.63	2,081.63	(5,816.30)
Building Depreciation	74,000.00	60,918.20	6,091.82	6,091.82	13,081.80
146 Arsenal Equip. Depreciation	4,773.00	3,977.20	397.72	397.72	795.80
146 Arsenal Electric	0.00	49,365.49	0.00	4,655.03	(49,365.49)
146 Arsenal Water	0.00	3,118.43	0.00	281.04	(3,118.43)
Salary Expense	0.00	26,569.03	2,389.83	2,454.42	(26,569.03)
Consultants	0.00	6,280.30	4,000.00	0.00	(6,280.30)
Miscellaneous - Unrestricted	200.00	0.00	0.00	0.00	200.00
Total Operations	1,006,405.00	1,093,148.56	76,653.29	75,908.83	(86,743.56)
Total Revenue	947,605.00	743,625.93	10,784.40	9,828.44	203,979.07
Total Expenses	1,006,405.00	1,093,148.56	76,653.29	75,908.83	(86,743.56)
Net Income Over Expenditures	\$ (58,800.00)	(349,522.63)	\$ (65,868.89)	(66,080.39)	290,722.63

For Internal Use Only

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Income Statement for the Ten Month Period Ending July 31, 2020
Unrestricted Income

	Current Year Budget	Year-to-Date Total	Current Month	Previous Month	% YTD of Budget
Revenues					
Application & Process Fees	\$ 3,000.00	3,520.00	\$ 0.00	0.00	117.33
RCI Annual CD Fund	279,427.00	279,427.20	0.00	0.00	100.00
Bond Admin Fee	3,000.00	3,000.00	0.00	0.00	100.00
PILOT/Sale Leaseback Fees	518,017.00	360,550.00	2,500.00	0.00	69.60
Fee Income - RLF Program	43,424.00	36,185.60	3,618.56	3,618.56	83.33
Fee Income - Micro Program	26,137.00	20,972.80	2,097.28	2,097.28	80.24
Interest Income	2,500.00	2,692.22	155.35	224.07	107.69
Miscellaneous Income	2,000.00	1,271.63	159.56	0.00	63.58
FTZ Fees	1,200.00	0.00	0.00	0.00	0.00
Total Revenues	878,705.00	707,619.45	8,530.75	5,939.91	80.53
Expenses					
Operations					
Office Expense	1,000.00	653.19	200.00	0.00	65.32
RCI Fee Sharing	139,714.00	139,713.60	0.00	0.00	100.00
Admin Services Exp	600,377.00	500,314.10	50,031.41	50,031.41	83.33
Electric Service	0.00	451.75	0.00	0.00	0.00
D&O Insurance	14,400.00	10,877.50	1,087.75	1,087.75	75.54
Commercial Insurance	8,000.00	6,217.90	621.79	621.79	77.72
FTZ Expense	1,250.00	1,250.00	0.00	0.00	100.00
Legal - Unrestricted	12,000.00	14,475.00	1,990.00	1,000.00	120.63
Legal Corp Park	5,000.00	0.00	0.00	0.00	0.00
Accounting & Auditing	11,000.00	10,375.00	0.00	0.00	94.32
Consultants	1,000.00	0.00	0.00	0.00	0.00
Coffeen Park Taxes	1,800.00	1,656.50	0.00	0.00	92.03
Airport Park Taxes	1,200.00	1,056.98	0.00	0.00	88.08
Fees Expense	300.00	2,580.00	196.00	0.00	860.00
City/County Parking Lot Fund	20,000.00	20,000.00	0.00	0.00	100.00
Insurance	15,000.00	20,816.30	2,081.63	2,081.63	138.78
Building Depreciation	74,000.00	60,918.20	6,091.82	6,091.82	82.32
146 Arsenal Equip. Depreciatio	4,773.00	3,977.20	397.72	397.72	83.33
146 Arsenal Electric	0.00	49,365.49	0.00	4,655.03	0.00
146 Arsenal Water	0.00	3,118.43	0.00	281.04	0.00
Salary Expense	0.00	26,569.03	2,389.83	2,454.42	0.00
Consultants	0.00	6,280.30	4,000.00	0.00	0.00
Miscellaneous - Unrestricted	200.00	0.00	0.00	0.00	0.00
Landscaping	0.00	5,600.00	0.00	0.00	0.00
Security	0.00	87,680.59	0.00	0.00	0.00
Plowing 146 Arsenal	25,000.00	15,900.00	0.00	0.00	63.60
IDA 146 Arsenal Bldg Expense	0.00	29,014.45	1,849.50	1,490.38	0.00
Total Operations	936,014.00	1,018,861.51	70,937.45	70,192.99	108.85
Total Income	878,705.00	707,619.45	8,530.75	5,939.91	80.53
Total Expenses	936,014.00	1,018,861.51	70,937.45	70,192.99	108.85
Profit (Loss)	\$ (57,309.00)	(311,242.06)	\$ (62,406.70)	(64,253.08)	543.09

Jeff Co Industrial Development Agency
Balance Sheet
July 31, 2020

ASSETS

Current Assets		
General Checking	\$	52,603.82
Savings Account		1,056,903.83
PILOT Checking Account		76,714.70
Microenterprise Account		123,377.31
City Loan Account		198,898.01
Revolving Loan Fund Account		3,717,539.72
PILOT Monies Receivable		9,856.41
Acct Receivable - Rogers		20,241.32
RLF Loans Receivable		715,778.35
Microenterprise Loans Rec.		220,311.60
Watn. Economic Growth Fund Rec		83,990.28
Allowance for Bad Debt-RLF		(275,325.05)
Allow. for Bad Debts-MICRO		(30,641.75)
Prepaid Expense		8,032.46
		<hr/>
Total Current Assets		5,978,281.01
Property and Equipment		
Accum Depr - Building	(1,195,736.58)	
Accum Depr. Equipment	(188,690.01)	
		<hr/>
Total Property and Equipment		(1,384,426.59)
Other Assets		
IT Server	6,050.00	
Galaxy Tablets	13,366.00	
Corp. Park Improvements	209,995.14	
Airport Property	884,326.02	
WIP Airport	117,662.56	
Woolworth Building	505,000.00	
146 Ars Building Improvements	1,233,689.56	
WIP Arsenal Deck & Sidewalks	11,000.00	
		<hr/>
Total Other Assets		2,981,089.28
		<hr/>
Total Assets	\$	<u><u>7,574,943.70</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
PILOT Monies Payable	\$	88,717.91
Due HUD - RLF Interest		3,612.24
Due HUD - MICRO Interest		6.22
Maintenance Reserve Convergys		14,445.48
Maintenance Expense Convergys		25,927.57
Car Freshner Signage		11,000.00
		<hr/>
Total Current Liabilities		143,709.42
Long-Term Liabilities		
Due NYS/IAP L.T.	180,159.78	
Deferred Revenue - Rogers	20,556.88	
		<hr/>
Total Long-Term Liabilities		200,716.66
		<hr/>
Total Liabilities		344,426.08

Jeff Co Industrial Development Agency
Balance Sheet
July 31, 2020

Capital		
General Fund Bal - Unrestrict.	1,503,830.67	
Fund Bal - RLF Restricted	4,419,309.27	
Fund Bal - Micro Restricted	414,850.76	
Fund Bal - City Restricted	262,489.22	
Cap. Impr. Convergys	979,560.33	
Net Income	<u>(349,522.63)</u>	
Total Capital		<u>7,230,517.62</u>
Total Liabilities & Capital	\$	<u><u>7,574,943.70</u></u>

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

146 Arsenal Expenses for the Ten Month Period Ending July 31, 2020

Prepared by Lyle Eaton

	Current Year Budget	Year-to-Date Total	Current Month	Previous Month	% YTD of Budget
Expenses					
Landscaping	\$ 0.00	5,600.00	\$ 0.00	0.00	0.00
Security	0.00	87,680.59	0.00	0.00	0.00
Plowing 146 Arsenal	25,000.00	15,900.00	0.00	0.00	63.60
IDA 146 Arsenal Bldg Expens	0.00	29,014.45	1,849.50	1,490.38	0.00
City/County Parking Lot Fund	20,000.00	20,000.00	0.00	0.00	100.00
Insurance	15,000.00	20,816.30	2,081.63	2,081.63	138.78
Building Depreciation	74,000.00	60,918.20	6,091.82	6,091.82	82.32
146 Arsena Equip. Depreciati	4,773.00	3,977.20	397.72	397.72	83.33
146 Arsenal Electric	0.00	49,365.49	0.00	4,655.03	0.00
146 Arsenal Water	0.00	3,118.43	0.00	281.04	0.00
Salary Expense	0.00	26,569.03	2,389.83	2,454.42	0.00
Consultants	0.00	6,280.30	4,000.00	0.00	0.00
Total Expenses	\$ 138,773.00	329,239.99	\$ 16,810.50	17,452.04	237.25

Jeff Co Industrial Development Agency

Cash Disbursements Journal

For the Period From Jul 1, 2020 to Jul 31, 2020

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
7/2/20	7288	200001 100001	Invoice: 20-07 BARCLAY DAMON LLP	1,000.00	1,000.00
7/2/20	7289	200001 200001 100001	Invoice: 20-439 Invoice: 20-597 BERNIER, CARR & ASSOCIATES, P.C.	7,190.78 1,382.50	8,573.28
7/2/20	7290	200001 200001 100001	Invoice: 2274 Invoice: 2020-43 JEFF COUNTY LDC	1,162.62 50,031.41	51,194.03
7/2/20	7291	200001 200001 200001 100001	Invoice: 062320 Invoice: 6232020 Invoice: 62320 NATIONAL GRID	23.57 393.73 23.57	440.87
7/2/20	7292	200001 100001	Invoice: 3348107 WASTE MANAGEMENT	68.94	68.94
7/2/20	7293	200001 100001	Invoice: 6-10-20 WESTELCOM	171.56	171.56
7/2/20	7294	200001 100001	Invoice: 2020-10 WATERTOWN INDUSTRIAL CENTER	1,250.00	1,250.00
7/9/20	7296	200001 200001 100001	Invoice: 6-30-20 Invoice: 06-30-2020 CITY COMPTROLLER	12.15 268.89	281.04
7/9/20	7297	200001 100001	Invoice: 7/20 MAIN ST JEFFERSON COUNTY INDUSTRIAL	134.51	134.51
7/9/20	7298	200001 100001	Invoice: 2276 JEFF COUNTY LDC	1,162.62	1,162.62
7/9/20	7299	200001 100001	Invoice: 062520 NATIONAL GRID	4,214.16	4,214.16
7/9/20	7300	200001 100001	Invoice: 7/20 MAIN ST SACKETS HARBOR LDC	134.52	134.52
7/15/20	7301	200001 100001	Invoice: 92019931 ABJ FIRE PROTECTION CO	359.00	359.00
7/15/20	7302	200001 100001	Invoice: 5054411 BARCLAY DAMON LLP	990.00	990.00
7/15/20	7303	200001 100001	Invoice: UCC-BENCHMARK- JEFFERSON COUNTY CLERK	40.00	40.00
7/15/20	7304	200001 200001 100001	Invoice: 20442146 Invoice: 20442145 JOHNSON NEWSPAPER CORPORATION	78.00 78.00	156.00
7/15/20	7305	200001 100001	Invoice: 7102929 WESTELCOM	171.56	171.56
7/23/20	7306	200001 100001	Invoice: 7/20 PAINFULL JEFFERSON COUNTY INDUSTRIAL	565.35	565.35
7/23/20	7307	200001 100001	Invoice: 2284 JEFF COUNTY LDC	1,227.21	1,227.21
7/23/20	7308	200001 100001	Invoice: 7/20 PAINFULL SACKETS HARBOR LDC	424.02	424.02
7/29/20	7309	200001 100001	Invoice: 20-689 BERNIER, CARR & ASSOCIATES, P.C.	882.50	882.50
7/29/20	7310	200001	Invoice: 20-005	4,000.00	

Jeff Co Industrial Development Agency**Cash Disbursements Journal****For the Period From Jul 1, 2020 to Jul 31, 2020**

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
		100001	DGM COON & CO		4,000.00
	Total			77,441.17	77,441.17

Jeff Co Industrial Development Agency

General Checking Cash Receipts Journal

For the Period From Jul 1, 2020 to Jul 31, 2020

Filter Criteria includes: Report order is by Check Date. Report is printed in Detail Format.

Date	Account ID	Transaction	Line Description	Debit Amnt	Credit Amnt
7/8/20	207005	1307	DUE MICRO		134.51
	205602		DUE SHLDC		134.52
	100001		MAIN STREET CRAFTS & DRAFTS	269.03	
7/8/20	125501	2944	6/20 PRINCIPAL		159.56
	412501		6/20 INTEREST		155.35
	100001		KENNETH F. ROGERS	314.91	
7/8/20	125001	2172	Invoice: 3509		3,618.56
	100001		JEFFERSON COUNTY INDUSTRIAL	3,618.56	
7/8/20	125001	1218	Invoice: 3510		2,097.28
	100001		JEFFERSON COUNTY INDUSTRIAL	2,097.28	
7/16/20	125001	10828	Invoice: 3516		2,500.00
	100001		ASA CLAYTON NY SOLAR, LLC	2,500.00	
7/20/20	121001	ACH-7/20	Invoice: 3511		2,146.80
	100001		NEW YORK AIR BRAKE COMPANY	2,146.80	
7/23/20	207005	1133	7/20 PRINCIPAL		565.35
	205602		7/20 DUE SHLDC		424.02
	100001		PAINFULL ACRES	989.37	
				11,935.95	11,935.95

Jeff Co Industrial Development Agency
Revolving Loan Fund Receivables
As of Jul 31, 2020

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Summary Format.

Customer	Amount Due
BENCHMARK FAMILY SERVICES	140,445.92
MEADOWBROOK TERRACE	78,498.70
MLR,LLC	106,323.41
RBM MANUFACTURING CORP	200,000.00
WRIGHT BROS. LLC	190,510.32
	<u>715,778.35</u>

Jeff Co Industrial Development Agency
Micro Loans Receivable
As of Jul 31, 2020

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Summary Format.

Customer	Amount Due
ABOVE REALITY SPORTS COMPLEX	35,225.34
COLLEEN'S CHERRY TREE INN	34,950.54
R.L.GOULD & SON, LLC	31,965.55
THOUSAND ISLANDS AREA HABITAT FOR HUMA	25,186.05
MAIN STREET CRAFTS & DRAFTS	5,172.12
PAINFULL ACRES	29,953.10
DAN B SAMPSON II	363.32
THE SANDWICH BAR	10,570.69
SARAH'S BARBER SHOP	9,557.03
THE SCRUB HUB	11,119.34
SERV-PRO	5,686.68
SACKETS HARBOR TRADING CO.	1,128.38
TASTE OF DESIGN	19,433.46
	<u>220,311.60</u>

Jeff Co Industrial Development Agency
Watn. Economic Growth Fund
As of Jul 31, 2020

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Summary Format.

Customer	Amount Due
CURRENT APPLICATIONS	83,990.28
	<u>83,990.28</u>

Jeff Co Industrial Development Agency

PILOT Receivables

As of Jul 31, 2020

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Customer ID Customer Bill To Contact Telephone 1	Invoice/CM	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
CONVERGYS CONVERGYS CORPORATION 00406-001 CONVERGYS LEASE	3419				9,856.41	9,856.41
CONVERGYS CONVERGYS CORPORATION					9,856.41	9,856.41
Report Total					9,856.41	9,856.41

Jefferson County Industrial Development Agency
Revolving Loan Fund Receivables
July 31, 2020

	Recipient	Date Issued	Original Amount	Current Balance	Current Status	Purpose of Loan
1	Benchmark Family Services	January-03	326,000.00	140,445.92	Current	Build Specialized Daycare/Nursery
2	RBM Manufacturing	November-19	200,000.00	200,000.00	Current	Working Capital
3	Meadowbrook Terrace	August-12	250,000.00	78,498.70	Current	Working Cap During Construction
4	MLR, LLC	July-07	250,000.00	106,323.41	Current	Expand Warehouse
5	Wright Bros, LLC	June-12	241,743.00	190,510.32	Current	Purchase Building
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
	Total RLF Receivables		1,267,743.00	715,778.35	-	

Jefferson County Industrial Development Agency
MICRO Loan Fund Receivables
 July 31, 2020

	Recipient	Date Issued	Original Amount	Current Balance	Current Status	Purpose of Loan
1	Above Reality Sports Complex	May-19	40,000.00	35,225.34	Moratorium	Open VR Sports Complex
2	Colleens Cherry Tree Inn	May-19	40,000.00	34,950.54	Moratorium	Expand Restaurant - Ice Ceram Shop
3	R. L. Gould & Son, LLC	March-19	40,000.00	31,965.55	Current	Open UPS Store
4	TI Area Habitat For Humanity	April-18	40,000.00	25,186.05	Current	Open ReStore
5	Main Street Crafts & Drafts	Sep-18	7,150.00	5,172.12	Current	Craft Shop & Bar
6	Medical Gas Technologies	Jun-15	40,000.00	0.00	Paid Off	Service Medical Gas Systems
7	Painfull Acres	Mar-18	40,000.00	29,953.10	Current	Amish Furniture Store
9	Dan B. Sampson II	Mar-18	30,000.00	363.32	Current	Smoothie Bar
10	The Sandwich Bar	Feb-19	19,000.00	10,570.69	Current	Restaurant
11	Sarah's Barber Shop	Mar-20	10,000.00	9,557.03	Current	Barber Shop
12	The Scrub Hub	Apr-18	18,656.00	11,119.34	Current	Scrubs Clothing
13	Serv-Pro	Jan-17	20,000.00	5,686.68	Current	Water/Fire Damage Clean Up
14	Sackets Harbor Trading Company	Jan-06	40,000.00	1,128.38	Current	Retail Local Products
15	Taste of Design	Apr-07	40,000.00	19,433.46	Current	Coffee Shop
18						
19						
20						
21						
22						
23						
24						
	Total MICRO Receivables		424,806.00	220,311.60	-	

Jefferson County Industrial Development Agency
City Loan Fund Receivables
July 31, 2020

	Recipient	Date Issued	Original Amount	Current Balance	Current Status	Purpose of Loan
1	Current Applications	Apr-15	101,403.00	83,990.28	Current	Manufacturing Plant Expansion
2	Current Applications	Jan-16	150,000.00	0.00	Paid Off	Purchase CNC Equipment
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
	Total CITY FUNDR		251,403.00	83,990.28	-	

**Jefferson County Industrial Development Agency
Loan Review Committee Meeting Minutes via Zoom
July 28, 2020**

Present: Robert Aliasso, Chair, John Jennings

Also Present: Don Alexander, David Zembiec, Lyle Eaton, Peggy Sampson, William Johnson, Paul Warneck

Absent: David Converse

I. Call to Order: Chair Aliasso called the meeting to order at 8:00 a.m.

II. Colleen's Cherry Tree Inn, LLC – A request to defer principal payments on their MICRO loan until March 2021 due to the ongoing COVID-19 pandemic. The balance on the \$40,000 loan made in 2019 is \$34,950.54. Staff reviewed the request and recommended approval effective August 1, 2020. The maturity date will be extended to June 1, 2025.

It was noted that business has slowed due to the virus and social distancing requirements and this will allow them to catch up. Mr. Eaton said that Mrs. Bellinger indicated that her bank is also working with them during this time.

After review and discussion, a motion was made by Mr. Jennings, seconded by Mr. Aliasso to move the request to the full board at the next monthly meeting. All in favor. Carried.

III. Other/Unfinished Business:

1. Extend P&I Moratorium on loans during pandemic – Mr. Aliasso asked if the moratorium should be extended. Mr. Jennings and other board members present agreed that it should be discussed at the August 6th board meeting.

IV. Adjournment: With no further business before the committee, Mr. Jennings made a motion to adjourn the meeting, seconded by Mr. Aliasso. The meeting adjourned at 8:10 a.m.

Lyle Eaton

From: Colleen Bellinger <cbellinger31@gmail.com>
Sent: Tuesday, July 14, 2020 1:31 PM
To: Lyle Eaton
Subject: JCIDA loan

To Whom It May Concern,

I am sending you this email to request defer payment for our JCIDA loan that we have received through you. After all we have gone through with COVID, we are requesting if we can defer payment until March 2021. We will continue paying our interest monthly but after losing some months of business, we are requesting to receive more help through this. We appreciate everything you have done for us, and we couldn't be more grateful. We all know that businesses these past few months can be unpredictable but with your help and patience we will get through this. We would greatly appreciate it so we can maintain sufficient working capital to meet our operational requirements. The situation should be better in few months. Thank you in advance for your anticipated collaboration. Should have any questions, please do not hesitate to contact me.

Sincerely
Colleen & Michael Bellinger
Colleen's Cherry Tree Inn
Scoops Ice Cream

Sent from my iPad

**Jefferson County Industrial Development Agency
Loan Review Committee**

Date: 7/28/2020

Borrower: Colleen's Cherry Tree Inn

Balance \$34,950.54

Terms: May 1, 2020, Three months moratorium granted.
Full payments resume August 1, 2020; Maturity date extended.

Original loan 5% , 60 months with 6 months full P&I and 6 months interest only.

Request: Payment of interest only from 8/1/2020 to 3/1/ 2021.
Extend maturity date to 6/1/2025

DRAFT

**JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Resolution Number 08.06.2020.01**

**RESOLUTION FOR AUTHORIZING A MODIFICATION TO THE MICRO
ENTERPRISE LOAN TO CCTI, LLC (COLLEEN'S CHERRY TREE INN, LLC)**

WHEREAS, Colleen & Michael Bellinger requested in an email to the Agency to defer principal payments on their loan until March 2021 due to the ongoing COVID-19 pandemic, and

WHEREAS, the current balance on the \$40,000 loan made in 2019 is \$34,950.54 as of July 31, 2020, and

WHEREAS, Staff reviewed the request and recommends approval effective August 1, 2020 which will extend the maturity date, and

WHEREAS, on July 28, 2020 the Loan Review Committee of the Jefferson County Industrial Development Agency reviewed this request and agreed to move staff's recommendation to the full Board of Directors, and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Jefferson County Industrial Development Agency that it herein approved staff's recommendation and that all terms and conditions of the original loan remain in effect, and be it further,

RESOLVED, that the Chairman, Vice Chairman, Secretary and/or Chief Executive Officer are authorized and directed to execute any and all documents necessary to carry out the purposes of this Resolution.

This resolution shall take effect immediately.

Donald C. Alexander
CEO

Roll Call Vote:

NAME	YEA	NAY	Absent
David Converse			
W. Edward Walldroff			
Robert E. Aliasso, Jr.			
John Jennings			
Paul Warneck			
William Johnson			
Lisa L'Huilier			

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Resolution Number 08.06.2020.02

DRAFT

WHEREAS, on April 2, 2020 the Jefferson County Industrial Development Agency Board of Directors authorized Staff to vet written requests/impact statements to approve principal and interest moratoriums for 90 days for all loan types due to the COVID-19 pandemic, and

WHEREAS, due to the ongoing pandemic and its devastating impacts, the Loan Review Committee recommends board approval to extend this authorization for Staff, and

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Jefferson County Industrial Development Agency that it herein approves the recommendation, and be it further,

RESOLVED, that the Board of Directors authorizes Staff to execute any and all documents necessary to carry out the purposes of this Resolution.

By: s/W. Edward Walldroff
W. Edward Walldroff
Secretary

Roll Call Vote:

NAME	YEA	NAY	ABSENT
David Converse			
W. Edward Walldroff			
Robert E. Aliasso, Jr.			
John Jennings			
Paul Warneck			
William Johnson			
Lisa L'Huillier			

August 6, 2020

RESOLUTION

DRAFT

Jefferson County Industrial Development Agency

Resolution No. 08.06.2020.03

RE: Hire Cushman & Wakefield/Pyramid Brokerage Company to market 146 Arsenal Street

A regular meeting of the **Jefferson County Industrial Development Agency** convened on Thursday, August 6, 2020 at 9:00 a.m.

The following resolution was duly offered and seconded, to wit:

RESOLUTION OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY (the "Agency") TO INSTRUCT THE AGENCY'S CEO TO CONSUMATE AN 'ENGAGEMENT AGREEMENT' WITH THE CUSHMAN AND WAKEFIELD/PYRAMID BROKERAGE COMPANY OF SUITE 200, 5845 WIDEWATERS PARKWAY, SYRACUSE, NEW YORK TO PROVIDE REAL ESTATE SERVICES TO THE AGENCY.

WHEREAS: The **Jefferson County Industrial Development Agency** sent out an RFP to market the remaining portion of 146 Arsenal Street, Watertown, NY, and

WHEREAS: The Cushman and Wakefield/Pyramid Brokerage Company was the only one to respond to the RFP, and

WHEREAS: The Building and Grounds Committee reviewed the proposal and recommends approval based on the following:

1. List the property with Cushman & Wakefield/Pyramid Brokerage Company provided a satisfactory agreement can be reached on proposal exceptions, as described.

DRAFT

2. We will notify the three parties who have expressed interest in the recent past (Jefferson Community College, Jefferson County government and the Family Y) of our intention to do so.
3. Include in these notifications that the County will be excluded from marketing by Cushman for a minimum of 60 days and if the County determines to lease our property within that period, no commission will be paid.
4. The Y and the College will be given 60 days to respond with any acknowledged interest and, if during that time, a deal is consummated, the commission rate of 50% of Cushman's agreed to commission rate on other transactions will be paid.
5. All other sale transactions will be subject to the Cushman agreed-to commission rate.
6. A commission arrangement will be developed if, as the result of activities of Cushman, a long-term lease for the facility is developed.

WHEREAS; The **Jefferson County Industrial Development Agency** wishes to enter into an Engagement Agreement which details the relationship between the Cushman and Wakefield/Pyramid Brokerage Company and the Agency, and

WHEREAS: The **Jefferson County Industrial Development Agency** has been provided an Engagement Agreement satisfactory to the Agency and it's CEO,

NOW THEREFORE BE IT RESOLVED BY THE MEMBERS OF THE **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY** THAT:

THE **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY** instructs its CEO to execute an Engagement Agreement with the Cushman and Wakefield/Pyramid Brokerage Company of Watertown and Syracuse, New York.

This Resolution is to take effect immediately.

DRAFT

-0-

Roll Call Vote:

NAME	YEA	NAY	Absent
David Converse			
W. Edward Walldroff			
Robert E. Aliasso, Jr.			
John Jennings			
Paul Warneck			
William Johnson			
Lisa L'Huillier			



TOWN OF LERAY
MUNICIPAL OFFICES

8650 LeRay St
Evans Mills, NY 13637-3191
(315) 629-4052 Fax (315) 629-4393
www.townofleray.org

Supervisor
Ronald Taylor

October 7, 2019

Town Clerk
Mary Smith

Christopher Knox, P.E.
4411 Route 9, Suite 200
Hudson, NY 12534

Highway
Superintendent
Daniel Young

RE: Preliminary Site Plan Approval for Nexamp Solar, LLC, located off NYS Route 3, Tax Parcel #75.17-1-23.41

Dear Mr. Knox:

Assessor
William Vargulick

This letter is to inform you that at their regular scheduled meeting on October 3, 2019, the Planning Board granted Preliminary Site Plan Approval to Nexamp Solar, LLC.

Community
Development
Coordinator
Jessica Jenack, AICP

There are still items to be addressed in regard to the Decommissioning Plan between Nexamp and the Town of LeRay.

Zoning Enforcement
Officer
Lee Shimel

The Planning Board determined a Special Use Permit was not required per the Town Zoning Code. The project was less than 50% of the acreage of the parcel, which would necessitate the Special Use Permit.

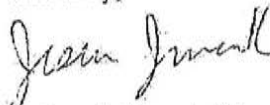
Planning Board
Chairman
Deborah Biondolillo

Enclosed is a copy of the completed Full Environmental Assessment Form including the Negative Declaration issued for your project.

If you have any questions, please do not hesitate to contact the Planning Department at 315-629-4052.

Zoning Board
Chairman
Ian Oatman

Sincerely,


for Deborah Biondolillo
Planning Board Chairman

cc: Lee Shimel, ZEO
Kevin Eddy, Owner
Nexamp Solar, LLC

Full Environmental Assessment Form
Part 1 - Project and Setting

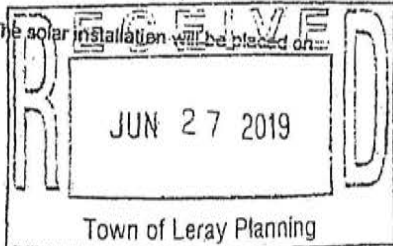
Instructions for Completing Part 1

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

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

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

A. Project and Sponsor Information.

Name of Action or Project: Leray-Eddy PV		
Project Location (describe, and attach a general location map): NYS Route 3, Town of LeRay, NY 13637		
Brief Description of Proposed Action (include purpose or need): This project involves the installation of 3.93 Megawatts (AC) of solar energy (photovoltaic) equipment. The solar installation will be placed on approximately 19 acres of land on parcel 75.17-1-23.41 in the Town of LeRay, NY.		
		
Name of Applicant/Sponsor: Nexamp Solar, LLC		Telephone: 978-296-3338
Address: 101 Summer Street, 2nd Floor		E-Mail: mcucchiara@nexamp.com
City/PO: Boston	State: MA	Zip Code: 02110
Project Contact (if not same as sponsor; give name and title/role): Christopher Knox, P.E., Crawford & Associates Engineering, P.C.		Telephone: 518-828-2700 x 1138
Address: 4411 Route 9, Suite 200		E-Mail: cknox@crawfordandassociates.com
City/PO: Hudson	State: NY	Zip Code: 12534
Property Owner (if not same as sponsor): Kevin T. Eddy		Telephone:
Address: P.O. Box 663		E-Mail:
City/PO: Black River	State: NY	Zip Code: 13612

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

iii. Will proposed action cause or result in disturbance to bottom sediments?

☐ Yes ☐ No

If Yes, describe:

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation?

☐ Yes ☐ No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

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

c. Will the proposed action use, or create a new demand for water?

☐ Yes ☒ No

If Yes:

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

ii. Will the proposed action obtain water from an existing public water supply?

☐ Yes ☐ No

If Yes:

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

iii. Will line extension within an existing district be necessary to supply the project?

☐ Yes ☐ No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site?

☐ Yes ☐ No

If Yes:

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

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

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

d. Will the proposed action generate liquid wastes?

☐ Yes ☒ No

If Yes:

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

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

iii. Will the proposed action use any existing public wastewater treatment facilities?

☐ Yes ☐ No

If Yes:

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

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☒ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☒ Rural (non-farm)

☒ Forest ☒ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	+/- 0.40	+/- 0.58	+ 0.18
• Forested	+/- 3.78	+/- 1.91	- 1.87
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	+/- 3.0	+/- 23.69	+ 20.69
• Agricultural (includes active orchards, field, greenhouse etc.)	+/- 35.0	+/- 16.00	-19.00
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: n/a			

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
ii. Name: _____	
iii. Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
i. Describe possible resource(s): "Eddy 1 Site"	
ii. Basis for identification: Phase 1 Archaeological Survey by Dr. Tim Abel & Soils & Geomorphology Investigation by Dr. John Wah	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
i. Identify resource: Olympic Trail Byway, Black River Trail Byway, Black River Trail Trailhead, Black River Running Trail, Historic Thompson Park	
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): national, state, local	
iii. Distance between project and resource: 0-5 miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Identify the name of the river and its designation: _____	
ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name Christopher Knox Date June 19, 2019

Signature Christopher J. Knox Title Senior Engineer

PRINT FORM

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only (If applicable)
Project : <u>LoRuy-Eddy PV</u>
Date : <u>10/03/19</u>

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency and the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) If "Yes", answer questions a - j. If "No", move on to Section 2.			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☒ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

Attachment A

Part 3 – Evaluation of the Magnitude and Importance of Project Impacts

LeRay-Eddy PV Community Solar Project

State Environmental Quality Review Full Environmental Assessment Form

Action: LeRay Eddy PV Community Solar Project

Location: NYS Route 3, Town of LeRay

Tax Parcel #: 75.17-1-23.41

Lead Agency: Town of LeRay Planning Board

Description: This project involves the installation of 3.93 Megawatts (AC) of solar energy (photovoltaic) equipment. The solar installation will be placed on approximately 19 acres of land and utilize an existing access drive off of NYS Route 3. Clean energy will be for sale to local National Grid rate payers through net metering bill credits.

The proposed action is Type 1 pursuant to 6 NYCRR 617 State Environmental Quality Review. Part 2 of the Full Environmental Assessment Form (FEAF) was completed based on information contained in Part 1 of the Full Environmental Assessment Form (FEAF) and the following documents:

- Site Plan Drawings
- Phase 1 Environmental Site Assessment
- Geomorphology report
- Phase 1A/1B Archeological Survey Report
- Correspondence from NYSDEC, USFWS, Fort Drum and the Watertown Airport

In addition to the documents listed above, information provided by Involved Agencies including the Jefferson County Planning Board, and NYSED was reviewed and considered. The FEAF workbook provided guidance in determining the appropriate responses to questions 1 - 18 of Part 2.

Using the Part 2 guidance, the Board determined that there would be no impact to the environmental resources in Questions 2 (Geologic Resources), 3 (Surface Water), 4 (Ground Water), 6 (Air), 11 (Open Space and Recreation), 12 (Critical Environmental Areas), 13 (Transportation), 14 (Energy), 16 (Human Health), 17 (Community Plans), 18 (Community Character).

The Board determined that questions 5 (Flooding), 7 (Plants and Animals), 9 (Aesthetic Resources), 15 (Noise, Odor and Light) warranted further evaluation and were checked "Yes". Although each question was checked yes, further evaluation resulted in the subset questions in each category receiving a "No, or small impact may occur".

The Board determined that a 'Moderate to large impact may occur' relative to 1 (Land), and 8 (Agricultural Resources).

Impact on Land

The project site is a 42 acre parcel of land. It consists of loamy soils with 92% of the site being well and moderately well drained. The average depth to the water table is 2 feet and 92% of the site has slopes ranging from 0 to 15%.

State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Project Number _____ Date: .10/03/19

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Town of LeRay Planning Board, as lead agency, has determined that the proposed action described below will not have a significant environmental impact and a Draft Impact Statement will not be prepared.

Name of Action: LeRay Eddy-PV

SEQR Status: Type 1 ☒
 Unlisted ☐

Conditioned Negative Declaration: ☐ Yes

☒ No

Description of Action: The action involves installing 3.93 megawatts (AC) of solar energy (photovoltaic) equipment on about 19 acres.

Location: NYS Route 3, Black River, Town of LeRay, Jefferson County (location map attached),
Tax Parcel #75.17-1-23.41.

SEQR Negative Declaration
For Further Information:

Contact Person: Jessica Jenack, AICP

Address: 8650 LeRay Street, Evans Mills, NY 13637

Telephone Number: 315-629-4283

For Type 1 Actions and Conditioned Negative Declarations, a Copy of this Notice is sent to:
Chief Executive Officer, Town / City / Village of

Other involved agencies (If any)

NYS DEC

USFWS

NYS DOT

Fort Drum

NYS Parks and Recreation

Watertown Airport

Jefferson County IDA

Jefferson County Planning Board

Applicant (If any):

Environmental Notice Bulletin, 625 Broadway, Albany, NY 12233-1750 (Type One Actions only)

ENVIRONMENTAL RESOLUTION

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A meeting of Jefferson County Industrial Development Agency (the "Agency") was convened in public session at the offices of the Agency located at 800 Starbuck Avenue in the City of Watertown, Jefferson County, New York on August 6, 2020, at 9:00 o'clock a.m., local time.

The meeting was called to order by the Chairman and, upon roll being called, the following members of the Agency were:

PRESENT:

ABSENT:

FOLLOWING PERSONS WERE ALSO PRESENT:

The following resolution was offered by _____, seconded by _____, to wit:

Resolution No. 08.06.2020.04

RESOLUTION DETERMINING THAT ACTION TOWARD THE ACQUISITION, CONSTRUCTION, INSTALLATION AND EQUIPPING OF A CERTAIN COMMERCIAL PROJECT FOR BLACK RIVER SOLAR, LLC (THE "COMPANY") WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT.

WHEREAS, Jefferson County Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 369 of the 1971 Laws of New York, as amended, constituting Section 892-e of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and

economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, the Company submitted an application (the “Application”) to the Agency on or about April 27, 2020, a copy of which was presented at this meeting and copies of which are on file at the office of the Agency, requesting that the Agency consider undertaking a project (the “Project”) consisting of the following: (A) (1) the acquisition of a leasehold interest in a certain parcel of land located in the Town of LeRay, to wit: tax parcel 75.17-1-23.41, Jefferson County, New York (the “Land”), and (2) construction, installation and equipping on the Land of a solar-powered electric generating facility, including all related equipment and improvements, with a total planned alternating current output capacity of 3.93 megawatts (the “Facility”) to be operated by the Company (the Land and the Facility collectively referred to as the “Project Facility”); (B) the granting of certain “financial assistance” (within the meaning of section 854(14) of the Act) with respect to the foregoing, including exemptions from sales and use taxes, mortgage recording taxes, and real property taxes for the Project Facility (but not including special district taxes) (collectively, the “Financial Assistance”); and (C) the sublease of the Project Facility back to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Agency is a local agency pursuant to the New York State Environmental Quality Review Act (the “SEQR Act”), ECL Section 8-0101, *et seq.*, and implementing regulations, 6 NYCRR Part 617 (the “Regulations”, and together with the SEQR Act, “SEQRA”); and

WHEREAS, undertaking the Project is an Action as defined by SEQRA; and

WHEREAS, the Town of LeRay Planning Board (the “Town”), acting as lead agency, conducted a coordinated review of the Project and communicated to the Agency, as an involved agency, a complete copy of the Full Environmental Assessment Form reviewed by the Town and of the environmental review proceedings conducted by the Town (collectively, the “EAF”), a copy of which is on file at the office of the Agency and has been provided to the members of the Agency; and

WHEREAS, the Agency has considered the Project and the EAF, together with the Agency’s knowledge of the area surrounding the Project, and such further information as is available to the Agency; and

WHEREAS, the Agency has reviewed the classifications of actions contained in the Regulations; and

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WHEREAS, the Agency has reviewed the proceedings conducted by the Town and the EAF and concurs with the findings of the Town that the Project will not result in a significant environmental impact.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Project is a Type I Action pursuant to SEQRA.

Section 2. The Agency has reviewed the environmental review conducted by the Town and concurs with the findings of the Town.

Section 3. The EAF identified the Agency as an involved agency for purposes of the Town's environmental review.

Section 4. Pursuant to 6 NYCRR Part 617.6(b)(3)(iii), the determination of significance issued by the lead agency following coordinated review is binding on all other involved agencies. Accordingly, the negative declaration issued by the Town, acting as lead agency pursuant to SEQRA, is binding on the Agency, and the Agency concurs that the Project will not result in a significant adverse environmental impact.

Section 5. Preparation of an Environmental Impact Statement is not required.

Section 6. This resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

David J. Converse	VOTING	_____
John Jennings	VOTING	_____
Robert E. Aliasso, Jr.	VOTING	_____
W. Edward Walldroff	VOTING	_____
Paul Warneck	VOTING	_____
William Johnson	VOTING	_____
Lisa L'Huillier	VOTING	_____

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK
COUNTY OF JEFFERSON

)
) ss.:

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I, the undersigned Chief Executive Officer of the Jefferson County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY, that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on August 6, 2020, with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of the Agency and of such Resolution set forth therein and of the whole of said original so far as the same related to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respect duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public and due notice of the time and place of said meeting was given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present through said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this ____ day of _____, 2020.

Donald C. Alexander
Chief Executive Officer

PRELIMINARY INDUCEMENT RESOLUTION

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A meeting of Jefferson County Industrial Development Agency (the "Agency") was convened in public session at the offices of the Agency located at 800 Starbuck Avenue in the City of Watertown, Jefferson County, New York on August 6, 2020 at 9:00 o'clock a.m., local time.

The meeting was called to order by the Chairman and, upon roll being called, the following members of the Agency were:

PRESENT:

ABSENT:

FOLLOWING PERSONS WERE ALSO PRESENT:

The following resolution was offered by _____, seconded by _____, to wit:

Resolution No. 08.06.2020.05

RESOLUTION TAKING PRELIMINARY OFFICIAL ACTION TOWARD THE ACQUISITION, CONSTRUCTION, INSTALLATION, AND EQUIPPING OF A CERTAIN COMMERCIAL PROJECT FOR BLACK RIVER SOLAR, LLC (THE "COMPANY") AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PRELIMINARY AGREEMENT WITH THE COMPANY WITH RESPECT TO SUCH TRANSACTION.

WHEREAS, Jefferson County Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 369 of the 1971 Laws of New York, as amended, constituting Section 892-e of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound

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commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, the Company submitted an application (the "Application") to the Agency on or about April 27, 2020, a copy of which was presented at this meeting and copies of which are on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") consisting of the following: (A) (1) the acquisition of a leasehold interest in a certain parcel of land located in the Town of LeRay, to wit: tax parcel 75.17-1-23.41, Jefferson County, New York (the "Land"), and (2) construction, installation and equipping on the Land of a solar-powered electric generating facility, including all related equipment and improvements, with a total planned alternating current output capacity of 3.93 megawatts (the "Facility") to be operated by the Company (the Land and the Facility collectively referred to as the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of section 854(14) of the Act) with respect to the foregoing, including exemptions from sales and use taxes, mortgage recording taxes, and real property taxes for the Project Facility (but not including special district taxes) (collectively, the "Financial Assistance"); and (C) the sublease of the Project Facility back to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Agency has given due consideration to the Application and to representations by the Company that (A) the granting by the Agency of the Financial Assistance with respect to the Project will be an inducement to the Company to undertake the Project in Jefferson County, New York, (B) the completion of the Project Facility will not result in the removal of a plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State of New York to another area of the State of New York or in the abandonment of a plant or facility of any proposed occupant of the Project Facility (other than the Company) located in the State of New York and (C) the completion of the Project Facility will not result in the abandonment of one or more plants or facilities of the Company located in the State of New York; and

WHEREAS, the Agency desires to encourage the Company to preserve and advance the job opportunities, health, general prosperity and economic welfare of the people of Jefferson County, New York by undertaking the Project in Jefferson County, New York; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act"), and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act,

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"SEQRA"), by resolution adopted by the members of the Agency on August 6, 2020 (the "SEQR Resolution"), the Agency has determined that the Project will not have a significant effect on the environment and, therefore, that an environmental impact statement is not required to be prepared with respect to the Project; and

WHEREAS, pursuant to the Act, any approval of the Project contained herein is contingent upon a determination by the members of the Agency to proceed with the Project following satisfaction of the public hearing and notice requirements and other procedural requirements contained in Section 859-a of the Act that relate to the Project; and

WHEREAS, although the resolution authorizing the Project has not yet been drafted for approval by the Agency, a preliminary agreement (the "Preliminary Agreement") relative to the proposed undertaking of the Project by the Agency has been presented for approval by the Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Agency has reviewed the Application and based upon the representations made by the Company to the Agency in the Application and at this meeting and, based thereon, the Agency hereby accepts the Application and makes the following findings and determinations with respect to the Project:

(A) The Project constitutes a "project" within the meaning of the Act; and

(B) The completion of the Project Facility will not result in the removal of a plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State of New York to another area of the State of New York or in the abandonment of a plant or facility of any proposed occupant of the Project Facility (other than the Company) located in the State of New York, and the completion of the Project Facility will not result in the abandonment of one or more plants or facilities of the Company located in the State of New York; and

(C) The Project Facility will not constitute a project where facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities constitute more than one-third of the total cost of the Project; and

(D) The granting of the Financial Assistance by the Agency with respect to the Project, through the granting of the various tax exemptions described in Section 2(E) of this Resolution, will promote the job opportunities, health, general prosperity and economic welfare of the inhabitants of Jefferson County, New York and the State of New York and improve their standard of living, and thereby serve the public purposes of the Act; and

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(E) Upon compliance with the provisions of the Act, the Agency would then be authorized under the Act to undertake the Project in order to promote the job opportunities, health, general prosperity and economic welfare of the inhabitants of Jefferson County, New York and the State of New York and improve their standard of living.

Section 2. If, following full compliance with the requirements of the Act, including the public hearing requirements set forth in Section 859-a of the Act, the Agency adopts a future resolution (the "Future Resolution") determining to proceed with the Project and to grant the Financial Assistance with respect thereto and the Company complies with all conditions set forth in the Preliminary Agreement and the Future Resolution, then the Agency will (A) acquire a leasehold interest in the Project Facility from the Company pursuant to a lease agreement to be negotiated between the Agency and the Company (the "Company Lease"); (B) acquire an interest in machinery, equipment and personal property related to the Project Facility pursuant to a bill of sale from the Company to the Agency (the "Bill of Sale") or otherwise; (C) construct, install and equip the Project Facility on the Land; (D) sublease the Project Facility to the Company pursuant to a leaseback agreement (hereinafter the "Agency Lease", and together with the Company Lease and the Bill of Sale, the "Conveyance Documents") between the Agency and the Company whereby the Company will be obligated, among other things, to pay all costs incurred by the Agency with respect to the Project and/or the Project Facility, including all costs of operation and maintenance, all taxes and other governmental charges, any required payments in lieu of taxes, the administrative fee of the Agency, and the reasonable fees and expenses incurred by the Agency with respect to or in connection with the Project and/or the Project Facility, and (E) provide the Financial Assistance with respect to the Project, including exemptions from sales and use taxes, mortgage recording taxes, and real property taxes for the Project Facility (but not including special district taxes), subject to the obligation of the Company to make payments in lieu of taxes ("PILOT Payments") with respect to the Project Facility, all as contemplated by the Preliminary Agreement and the Future Resolution.

Section 3. If the Agency adopts the Future Resolution, the undertaking and completing of the Project by the Agency, and the granting of the Financial Assistance with respect to the Project as contemplated by Section 2 of this Resolution, shall be subject to: (A) the determination by the members of the Agency to proceed with the Project following a determination by the members of the Agency that all requirements of SEQRA that relate to the Project have been fulfilled; (B) execution and delivery by the Company of the Preliminary Agreement, which sets forth certain conditions for the undertaking and completing of the Project by the Agency, and satisfaction by the Company of all the terms and conditions of the Preliminary Agreement applicable to the Company; (C) agreement by the Agency and the Company on mutually acceptable terms for the Conveyance Documents; (D) agreement between the Company and the Agency as to payment by the Company of PILOT Payments with respect to the Project Facility, together with the administrative fee of the Agency with respect to the Project; (E) a determination by the members of the Agency to proceed with the granting of the Financial Assistance with respect to the Project following a determination by the members of the Agency that the public hearing and notice requirements and other procedural requirements contained in Section 859-a of the Act

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have been complied with; and (F) the Agency's uniform tax exemption policy or if any portion of the Financial Assistance to be granted by the Agency with respect to the Project is not consistent with the Agency's uniform tax exemption policy, the Agency must follow the procedures for deviation from such policy set forth in Section 874(b) of the Act prior to granting such portion of the Financial Assistance.

Section 4. The form, terms and substance of the Preliminary Agreement (in substantially the form presented to this meeting and attached hereto) are in all respects approved, and the First Chairman or Vice Chairman, Executive Director or Deputy Executive Director of the Agency is hereby authorized, empowered and directed to execute and deliver said Preliminary Agreement in the name and on behalf of the Agency, said Preliminary Agreement to be substantially in the form presented to this meeting, with such changes therein as shall be approved by the officer executing same on behalf of the Agency, the execution thereof by such officer to constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form now before this meeting.

Section 5. From and after the execution and delivery of the Preliminary Agreement, the officers, agents and employees of the Agency are hereby authorized, empowered and directed to proceed with the undertakings provided for therein on the part of the Agency and are further authorized to do all such acts and things and to execute all such documents as may be necessary or convenient to carry out and comply with the terms and provisions of the Preliminary Agreement as executed.

Section 6. Swartz Moses PLLC ("Agency Counsel") is hereby appointed counsel to the Agency with respect to all matters in connection with the Project. Agency Counsel is hereby authorized, at the expense of the Company, to work with the Company, counsel to the Company and others to prepare for submission to the Agency, all documents necessary to effect the transactions contemplated by this Resolution.

Section 7. The Agency hereby authorizes the Executive Director of the Agency, prior to the granting of any Financial Assistance with respect to the Project, after consultation with Agency Counsel, (A) to establish a time, date and place for a public hearing of the Agency to hear all persons interested in the location and nature of the Project Facility and the proposed Financial Assistance being contemplated by the Agency with respect to the Project, said public hearing to be held in the city, town or village where the Project Facility will be located, unless alternate arrangements are permitted or required by Executive Order; (B) to cause notice of such public hearing to be given to the public by publishing a notice of such hearing in a newspaper of general circulation available to residents of the governmental units where the Project Facility is to be located, such notice to comply with the requirements of Section 859-a of the Act and to be published no fewer than ten (10) days prior to the date established for such public hearing; (C) to cause notice of said public hearing to be given to the chief executive officer of the county and each city, town, village and school district in which the Project Facility is or is to be located no fewer than ten (10) days prior to the date established for said public hearing; (D) to conduct such public hearing; and (E) to cause a report of said public hearing fairly

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summarizing the views presented at said public hearing to be promptly prepared and cause copies of said report to be made available to the members of the Agency.

Section 8. The First Chairman, Vice Chairman and Executive Director of the Agency are hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 9. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

David J. Converse	VOTING	_____
John Jennings	VOTING	_____
Robert E. Aliasso, Jr.	VOTING	_____
W. Edward Walldroff	VOTING	_____
Paul Warneck	VOTING	_____
William Johnson	VOTING	_____
Lisa L'Huillier	VOTING	_____

The foregoing Resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of Jefferson County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY, that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on August 6, 2020 with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of the Agency and of such Resolution set forth therein and of the whole of said original so far as the same related to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respect duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public and due notice of the time and place of said meeting was given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present through said meeting.

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I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this ____ day of _____, 2020.

Donald C. Alexander, Chief Executive Officer

PRELIMINARY AGREEMENT

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THIS PRELIMINARY AGREEMENT made as of August 6, 2020 between JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY (the "Agency"), a public benefit corporation organized and existing under the laws of the State of New York, and BLACK RIVER SOLAR, LLC (the "Company"), a limited liability company, organized and existing under the laws of the State of Delaware;

WITNESSETH:

WHEREAS, the Agency is authorized and empowered by the provisions of the New York State Industrial Development Agency Act, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of the State of New York, as amended (the "Enabling Act") and Chapter 369 of the 1971 Laws of the State of New York, as amended, constituting Section 892-e of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to undertake the acquisition, construction, reconstruction and installation of one or more "projects" (as said quoted term is defined in the Act) and to lease (with an obligation to purchase) or sell the same upon such terms and conditions as the Agency may deem advisable; and

WHEREAS, the purposes of the Act are to promote industry and develop trade and thereby advance the job opportunities, health, general prosperity and economic welfare of the inhabitants of Jefferson County, New York and the State of New York, to improve their prosperity and standard of living and to prevent unemployment and economic deterioration; and

WHEREAS, by resolution adopted by the members of the Agency on August 6, 2020 (the "Preliminary Inducement Resolution"), the Agency made a preliminary determination, subject to numerous conditions, to accept an application (the "Application") from the Company requesting that the Agency undertake a (the "Project") consisting of the following: (A) (1) the acquisition of a leasehold interest in a certain parcel of land located in the Town of LeRay, to wit: tax parcel 75.17-1-23.41, Jefferson County, New York (the "Land"), and (2) construction, installation and equipping on the Land of a solar-powered electric generating facility, including all related equipment and improvements, with a total planned alternating current output capacity of 3.93 megawatts (the "Facility") to be operated by the Company (the Land and the Facility collectively referred to as the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of section 854(14) of the Act) with respect to the foregoing, including exemptions from sales and use taxes, mortgage recording taxes, and real property taxes for the Project Facility (but not including special district taxes) (collectively, the "Financial Assistance"); and (C) the sublease of the Project Facility back to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act"), and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEORA"), by resolution adopted by

DRAFT

the members of the Agency on August 6, 2020 (the "SEOR Resolution"), the Agency has determined that the Project will not have a significant effect on the environment and, therefore, that an environmental impact statement is not required to be prepared with respect to the Project;

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

Article 1. Representations.

Among the representations which have resulted in the execution of this Preliminary Agreement are the following:

Section 1.01. The Company hereby represents to the Agency that:

(A) The completion of the Project Facility will not result in the removal of a plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State of New York to another area of the State of New York or in the abandonment of a plant or facility of any proposed occupant of the Project Facility (other than the Company) located in the State of New York and, although the completion of the Project Facility may result in the abandonment of one or more plants or facilities of the Company located in the State of New York, such abandonment is reasonably necessary to preserve the competitive position of the Company in its industry.

(B) The Project Facility will not constitute a project where facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities constitute more than one-third of the total cost of the Project Facility.

(C) The Project site is located entirely within the boundaries of Jefferson County, New York.

(D) The granting of the Financial Assistance by the Agency with respect to the Project, through the granting of certain exemptions from taxation with respect to the Project, as further described in Section 2(E) of the Preliminary Inducement Resolution, will encourage and assist the Company in locating the Project Facility in Jefferson County, New York, and thereby serve the public purposes of the Act by promoting job opportunities in Jefferson County, New York.

(E) It is estimated at the present time that the costs of the planning, development, acquisition, construction, and installation of the Project Facility (collectively, the "Project Costs") will be approximately \$6,309,357.

(F) The Company will ensure that the acquisition, construction, installation and operation of the Project Facility will comply with all applicable

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federal, state and local laws, ordinances, rules and regulations (the applicability of same to be determined both as if the Agency were the owner of the Project Facility and as if the Company and not the Agency were the owner of the Project Facility), and the Company will obtain all necessary approvals and permits required thereunder.

Section 1.02. By the Preliminary Inducement Resolution, the Agency has approved the execution of this Preliminary Agreement. The Agency intends this Preliminary Agreement to constitute its official binding commitment, subject to the terms hereof, to accept the Application; *provided, however*, that this Preliminary Agreement shall not commit the Agency to undertake the Project or to grant to the Company any Financial Assistance with respect to the Project unless and until the Agency shall decide to undertake the Project and to grant such Financial Assistance following a determination by the Agency that the procedural requirements of Section 859-a of the Act that relate to the Project have been fulfilled.

Section 1.03. Pursuant to SEQRA, the Agency has made a determination that the Project will not have a “significant effect on the environment” (within the meaning of SEQRA) and, therefore, that an environmental impact statement is not required to be prepared with respect to the Project.

Article 2. Undertakings on the Part of the Agency.

Based upon the statements, representations, and undertakings of the Company and subject to the conditions set forth herein, the Agency agrees as follows:

Section 2.01. If, following full compliance with the requirements of the Act, including the public hearing requirements set forth in Section 859-a of the Act, the Agency adopts a future resolution (the “*Future Resolution*”) determining to proceed with the Project and to grant the Financial Assistance with respect thereto and the Company complies with all conditions set forth in this Preliminary Agreement and the Future Resolution, then the Agency will undertake the Project and will grant the Financial Assistance relating to the Project; *provided, however*, that the foregoing obligation of the Agency to undertake the Project and to grant the Financial Assistance relating to the Project is subject to the conditions hereinafter contained in this Preliminary Agreement including, but not limited to, the following conditions:

(A) A leasehold interest in the Project Facility shall be acquired by the Agency from the Company pursuant to a lease agreement to be negotiated between the Agency and the Company (hereinafter, the “*Company Lease*”) which contains terms mutually acceptable to the Agency and the Company for the conveyance of a leasehold interest in the Project Facility to the Agency. Any machinery, equipment and personal property related to the Project Facility acquired by the Company will be acquired by the Company as agent of the Agency, an interest therein shall be conveyed to the Agency by a bill of sale from the Company to the Agency (“*Bill of Sale*”) or otherwise, and such property shall

DRAFT

become subject to the terms of the Agency Lease (as hereinafter defined). The lease of the Project Facility by the Agency to the Company shall be effected by a lease agreement (hereinafter, the "Agency Lease") between the Agency and the Company. The Company Lease, the Bill of Sale, the Agency Lease, and any other documents to be executed by the Agency in connection with the Project (collectively, the "Project Documents") shall, in all respects, comply with the requirements of, and limitations contained in, the Act and shall further specifically provide that the obligations of the Agency thereunder are payable solely from the revenues derived by the Agency from the sale, lease or other disposition of the Project Facility; that the obligations of the Agency thereunder shall not be a general obligation of the Agency and shall not constitute an indebtedness or pledge of the general credit of the Agency; that no beneficiary of the obligations of the Agency thereunder shall have the right to compel any exercise of the taxing power of the Agency (if any), or of the State of New York or any political subdivision thereof, including Jefferson County, New York; and that the obligations of the Agency thereunder shall not create a debt or loan of credit of Jefferson County, New York or the State of New York, but such obligations shall be a special obligation of the Agency secured and payable solely as provided in the Company Lease or the Agency Lease, as the case may be, and such facts shall be plainly stated in each of such documents;

(B) The Company shall have executed the Agency Lease between the Agency and the Company, the terms of which shall be acceptable in form and content to the Company and the Agency, and pursuant to which, among other things, the Company shall be obligated to pay all costs incurred by the Agency with respect to the Project and/or the Project Facility, including all costs of operation and maintenance of the Project Facility, all taxes and other governmental charges, any required payments in lieu of taxes, the administrative fee of the Agency, and the reasonable fees and expenses incurred by the Agency with respect to or in connection with the Project and/or the Project Facility;

(C) No event shall have occurred which constitutes (or which after notice or lapse of time or both would constitute) an event of default under the Agency Lease;

(D) The Company shall provide the Agency with all information and statements which may be required by the Agency in order to facilitate compliance by the Agency with SEQRA;

(E) The Agency shall receive, in form and substance satisfactory to the Agency, such rulings, approvals, resolutions, consents, certificates, opinions of counsel and other instruments and proceedings as shall be specified by the Agency in connection with the Project and the various documents to be executed in connection with the Project, such rulings, approvals, resolutions, consents, certificates, opinions of counsel and other instruments and proceedings to be obtained from counsel to the Agency and such other governmental and

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nongovernmental agencies and entities as may have or assert competence or jurisdiction over or interest in matters pertaining thereto;

(F) Agreements shall be made as to (1) payments by the Company to or on behalf of the Agency of amounts in lieu of real property taxes, (2) indemnity by the Company of the Agency and the members and officers of the Agency, and (3) payment by the Company of the expenses incurred by the Agency in connection with the Project (including counsel fees and out-of-pocket expenses) and the administrative fee of the Agency, and such agreements shall be satisfactory in form and substance to the Agency;

(G) The Agency shall have made a determination to proceed with the granting of the Financial Assistance following a determination by the Agency that all the public hearing and notice requirements and other procedural requirements of Section 859-a of the Act that relate to the Project have been complied with;

(H) If any portion of the Financial Assistance to be granted by the Agency with respect to the Project is not consistent with the Agency's uniform tax exemption policy, the Agency must follow the procedures for deviation from such policy set forth in Section 874(b) of the Act prior to granting such portion of the Financial Assistance.

Section 2.02. The obligations of the Agency pursuant to this Preliminary Agreement are subject to the conditions elsewhere contained in this Preliminary Agreement and to the additional condition that the Agency shall not undertake the Project, nor grant any Financial Assistance with respect to the Project, unless and until the Agency shall have complied with the provisions of SEQRA.

Section 2.03. Subject to the conditions stated in this Preliminary Agreement, the Agency, from time to time, will adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for: (A) the authorization, undertaking and completion of the Project; and (B) the lease of the Project Facility to the Company, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company.

Section 2.04. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

Article 3. Undertakings on the Part of the Company.

Based upon the statements, representations, and undertakings of the Agency and subject to the conditions set forth herein, the Company agrees as follows:

Section 3.01. Contemporaneously with the execution and delivery by the Agency of the Company Lease, the Company will enter into the Agency Lease with the Agency

DRAFT

containing the terms and conditions described in Section 2.01 hereof. The Company agrees that the Company will pay all of the Project Costs and shall not be entitled to any reimbursement for any such payment from the Agency. THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, THAT THE PROJECT FACILITY WILL BE SUITABLE FOR THE COMPANY'S PURPOSES OR NEEDS.

Section 3.02. The Company hereby agrees to indemnify and hold the Agency (and its members, officers, agents and employees) harmless from all losses, expenses, claims and liabilities arising out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the acquisition, construction and installation of the Project Facility, including any expenses incurred by the Agency (and its members, officers, agents and employees) in defending any claims, suits or actions which may arise as a result of any of the foregoing. The Company shall not permit to stand, and will, at its own expense, take steps reasonably necessary to remove, any mechanic's or other liens against the Project Facility for labor or material furnished in connection with the acquisition, construction and installation of the Project Facility.

Section 3.03. The Company hereby agrees to indemnify, defend and hold the Agency (and its members, officers, agents and employees) harmless from any and all (A) claims and liabilities for the loss or damage to property or any injury to or death of any person that may be occasioned subsequent to the date hereof by any cause whatsoever in relation to the Project and/or the Project Facility, including any expenses incurred by the Agency (and its members, officers, agents and employees) in defending any claims, suits or actions which may arise as a result of the foregoing; and (B) claims and liability arising from or expenses incurred in connection with the Project or the Agency's acquisition, construction and installation, owning, and/or leasing of the Project Facility, including all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The Company shall include the Agency (and its members, officers, agents, and employees) as a named insured under all public liability insurance policies obtained by the Company with respect to the Project.

Section 3.04. The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

Article 4. General Provisions.

Section 4.01. All commitments of the Agency under Article 2 hereof and of the Company under Article 3 hereof (excepting the obligations of the Company set forth in Sections 3.02 and 3.03 hereof, which shall survive the termination of this Preliminary Agreement) are subject to the condition that the following events shall have occurred not later than two (2) years from the date hereof (or such other date as shall be mutually satisfactory to the Agency and the Company):

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(A) The Agency and the Company shall have agreed on mutually acceptable terms and conditions of the Company Lease, the Agency Lease and any other agreements referred to in Articles 2 or 3 hereof;

(B) All necessary governmental approvals shall be obtained; and

(C) All other conditions expressed in this Preliminary Agreement shall have been satisfied.

Section 4.02. Subject to the terms and conditions of Section 4.03 hereof, the Company shall have the right to unilaterally cancel this Preliminary Agreement at any time prior to the time that the Company Lease is signed by the Agency upon thirty (30) days' prior written notice of cancellation delivered to the Agency at the address set forth in Section 4.04 hereof.

Section 4.03. If the events set forth in Section 4.01 hereof do not take place within the time set forth in said Section 4.01, or any extension thereof, or if the Company exercises its right of cancellation as set forth in Section 4.02 hereof, the Company agrees that: (A) it will promptly reimburse the Agency (and its officers, members, agents or employees) for all reasonable and necessary direct out-of-pocket expenses (including legal fees and expenses) which the Agency (and its officers, members, agents or employees) may incur with respect to the execution of this Preliminary Agreement and the performance of its obligations hereunder; and (B) the obligations of the Company set forth in Section 3.02 and 3.03 hereof shall survive the termination of this Preliminary Agreement and shall remain in full force and effect until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters described therein may be brought and payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses and charges incurred by the Agency (and its officers, members, agents or employees) relating to the enforcement of the provisions therein stated.

Section 4.04. (A) All notices and other communications hereunder shall be in writing and shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

(1) To the Agency:

Jefferson County Industrial Development Agency
800 Starbuck Avenue
Watertown, New York 13601
Attention: Donald C. Alexander

With a copy to:

Peter H. Swartz, Esq.
Swartz Moses PLLC

1583 East Genesee Street
Skaneateles, NY 13152

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(2) To the Company:

Black River Solar, LLC
Attn: Dallas Manson
101 Summer Street
Boston, MA 02110

With a copy to:

Kevin R. McAuliffe, Esq.
Barclay Damon LLP
Barclay Damon Tower
125 East Jefferson Street
Syracuse, NY 13202

(B) The Agency and the Company may, by notice given hereunder, designate any further or different addresses or modes of communication to which subsequent notices, certificates and other communications shall be sent.

Section 4.05. All covenants and agreements herein contained by or on behalf of the Agency and the Company shall bind and inure to the benefit of the respective successors and assigns of the Agency and the Company whether so expressed or not.

Section 4.06. The obligations and agreements of the Agency contained herein shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent or employee of the Agency in his individual capacity, and the members, officers, agents and employees of the Agency shall not be liable personally hereon or be subject to any personal liability or accountability base upon or in respect hereof or of any transaction contemplated hereby. The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or of Jefferson County, New York and neither the State of New York nor Jefferson County, New York shall be liable thereon and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency but, rather, shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility.

Section 4.07. Notwithstanding any provision of this Preliminary Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (A) the Agency has been requested to do so in writing by the Company; and (B) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any member, officer, agent or employee of the Agency) of any liability, fees, expenses or other costs, the Agency shall have received from the

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Company security or indemnity satisfactory to the Agency for protection against all such liability and for the reimbursement of all such fees, expenses and other costs.

IN WITNESS WHEREOF, the parties hereto have entered into this Preliminary Agreement as of the day and date first written above.

**JEFFERSON COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Donald C. Alexander, Chief Executive Officer

BLACK RIVER SOLAR, LLC

By: _____
Authorized Officer

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☒ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☒ Part 1 ☒ Part 2 ☒ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
Town of Adams Planning Bd. as lead agency that:

☒ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Neg. Dec.

Name of Lead Agency: Town of Adams Planning Bd.

Name of Responsible Officer in Lead Agency: Alan Reed

Title of Responsible Officer: Chairman

Signature of Responsible Officer in Lead Agency: [Signature]

Date: 11-4-19

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person: Alan Reed

Address: 17410 Cady Rd Adams CTR NY 13606

Telephone Number: 315-767-1295

E-mail: reedhaven2@westelcom.com

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

PRINT FULL FORM

Page 2 of 2

ENVIRONMENTAL RESOLUTION

DRAFT

A meeting of Jefferson County Industrial Development Agency (the "Agency") was convened in public session at the offices of the Agency located at 800 Starbuck Avenue in the City of Watertown, Jefferson County, New York on August 6, 2020, at 9:00 o'clock a.m., local time.

The meeting was called to order by the Chairman and, upon roll being called, the following members of the Agency were:

PRESENT:

ABSENT:

FOLLOWING PERSONS WERE ALSO PRESENT:

The following resolution was offered by _____, seconded by _____, to wit:

Resolution No. 08.06.2020.06

RESOLUTION DETERMINING THAT ACTION TOWARD THE ACQUISITION, CONSTRUCTION, INSTALLATION AND EQUIPPING OF A CERTAIN COMMERCIAL PROJECT FOR ADAMS RENEWABLES, LLC (THE "COMPANY") WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT.

WHEREAS, Jefferson County Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 369 of the 1971 Laws of New York, as amended, constituting Section 892-e of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and

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economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, the Company submitted an application (the “Application”) to the Agency on or about April 27, 2020, a copy of which was presented at this meeting and copies of which are on file at the office of the Agency, requesting that the Agency consider undertaking a project (the “Project”) consisting of the following: (A) (1) the acquisition of a leasehold interest in a certain parcel of land located in the Town of Adams, to wit: tax parcel 107.00-1-53.5, Jefferson County, New York (the “Land”), and (2) construction, installation and equipping on the Land of a solar-powered electric generating facility, including all related equipment and improvements, with a total planned alternating current output capacity of 3.33 megawatts (the “Facility”) to be operated by the Company (the Land and the Facility collectively referred to as the “Project Facility”); (B) the granting of certain “financial assistance” (within the meaning of section 854(14) of the Act) with respect to the foregoing, including exemptions from sales and use taxes, mortgage recording taxes, and real property taxes for the Project Facility (but not including special district taxes) (collectively, the “Financial Assistance”); and (C) the sublease of the Project Facility back to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Agency is a local agency pursuant to the New York State Environmental Quality Review Act (the “SEQR Act”), ECL Section 8-0101, *et seq.*, and implementing regulations, 6 NYCRR Part 617 (the “Regulations”, and together with the SEQR Act, “SEQRA”); and

WHEREAS, undertaking the Project is an Action as defined by SEQRA; and

WHEREAS, the Town of Adams Planning Board (the “Town”), acting as lead agency, conducted a coordinated review of the Project, and although the Agency was not included as an involved agency in the review conducted by the Town, the Agency received and reviewed a complete copy of the Full Environmental Assessment Form reviewed by the Town and of the environmental review proceedings conducted by the Town (collectively, the “EAF”), a copy of which is on file at the office of the Agency and has been provided to the members of the Agency; and

WHEREAS, the Agency has considered the Project and the EAF, together with the Agency’s knowledge of the area surrounding the Project, and such further information as is available to the Agency; and

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WHEREAS, the Agency has reviewed the classifications of actions contained in the Regulations; and

WHEREAS, the Agency has reviewed the proceedings conducted by the Town and the EAF and concurs with the findings of the Town that the Project will not result in a significant environmental impact.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Project is a Type I Action pursuant to SEQRA.

Section 2. Although the Town, as lead agency, did not include the Agency as an involved agency for purposes of the Town's coordinated environmental review, the Agency has reviewed the environmental review conducted by the Town and concurs with the findings of the Town. Accordingly, the Agency hereby adopts as its own the Town's environmental review and findings and determines that the Project will not result in a significant adverse environmental impact.

Section 3. A Negative Declaration of significant adverse environmental impact shall be prepared, filed, published and distributed in accordance with 6 NYCRR Part 617.12.

Section 4. Preparation of an Environmental Impact Statement is not required.

Section 5. This resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

David J. Converse	VOTING	_____
John Jennings	VOTING	_____
Robert E. Aliasso, Jr.	VOTING	_____
W. Edward Walldroff	VOTING	_____
Paul Warneck	VOTING	_____
William Johnson	VOTING	_____
Lisa L'Huillier	VOTING	_____

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK
COUNTY OF JEFFERSON

)
) ss.:

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I, the undersigned Chief Executive Officer of the Jefferson County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY, that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on August 6, 2020, with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of the Agency and of such Resolution set forth therein and of the whole of said original so far as the same related to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respect duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public and due notice of the time and place of said meeting was given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present through said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this ____ day of _____, 2020.

Donald C. Alexander
Chief Executive Officer

PRELIMINARY INDUCEMENT RESOLUTION

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A meeting of Jefferson County Industrial Development Agency (the "Agency") was convened in public session at the offices of the Agency located at 800 Starbuck Avenue in the City of Watertown, Jefferson County, New York on August 6, 2020 at 9:00 o'clock a.m., local time.

The meeting was called to order by the Chairman and, upon roll being called, the following members of the Agency were:

PRESENT:

ABSENT:

FOLLOWING PERSONS WERE ALSO PRESENT:

The following resolution was offered by _____, seconded by _____, to wit:

Resolution No. 08.06.2020.07

RESOLUTION TAKING PRELIMINARY OFFICIAL ACTION TOWARD THE ACQUISITION, CONSTRUCTION, INSTALLATION, AND EQUIPPING OF A CERTAIN COMMERCIAL PROJECT FOR ADAMS RENEWABLES, LLC (THE "COMPANY") AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PRELIMINARY AGREEMENT WITH THE COMPANY WITH RESPECT TO SUCH TRANSACTION.

WHEREAS, Jefferson County Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 369 of the 1971 Laws of New York, as amended, constituting Section 892-e of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of commercial facilities, among others, for the purpose of promoting, attracting and developing economically sound

commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, the Company submitted an application (the "Application") to the Agency on or about April 27, 2020, a copy of which was presented at this meeting and copies of which are on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") consisting of the following: (A) (1) the acquisition of a leasehold interest in a certain parcel of land located in the Town of Adams, to wit: tax parcel 107.00-1-53.5, Jefferson County, New York (the "Land"), and (2) construction, installation and equipping on the Land of a solar-powered electric generating facility, including all related equipment and improvements, with a total planned alternating current output capacity of 3.33 megawatts (the "Facility") to be operated by the Company (the Land and the Facility collectively referred to as the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of section 854(14) of the Act) with respect to the foregoing, including exemptions from sales and use taxes, mortgage recording taxes, and real property taxes for the Project Facility (but not including special district taxes) (collectively, the "Financial Assistance"); and (C) the sublease of the Project Facility back to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Agency has given due consideration to the Application and to representations by the Company that (A) the granting by the Agency of the Financial Assistance with respect to the Project will be an inducement to the Company to undertake the Project in Jefferson County, New York, (B) the completion of the Project Facility will not result in the removal of a plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State of New York to another area of the State of New York or in the abandonment of a plant or facility of any proposed occupant of the Project Facility (other than the Company) located in the State of New York and (C) the completion of the Project Facility will not result in the abandonment of one or more plants or facilities of the Company located in the State of New York; and

WHEREAS, the Agency desires to encourage the Company to preserve and advance the job opportunities, health, general prosperity and economic welfare of the people of Jefferson County, New York by undertaking the Project in Jefferson County, New York; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act"), and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act,

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"SEQRA"), by resolution adopted by the members of the Agency on August 6, 2020 (the "SEQR Resolution"), the Agency has determined that the Project will not have a significant effect on the environment and, therefore, that an environmental impact statement is not required to be prepared with respect to the Project; and

WHEREAS, pursuant to the Act, any approval of the Project contained herein is contingent upon a determination by the members of the Agency to proceed with the Project following satisfaction of the public hearing and notice requirements and other procedural requirements contained in Section 859-a of the Act that relate to the Project; and

WHEREAS, although the resolution authorizing the Project has not yet been drafted for approval by the Agency, a preliminary agreement (the "Preliminary Agreement") relative to the proposed undertaking of the Project by the Agency has been presented for approval by the Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Agency has reviewed the Application and based upon the representations made by the Company to the Agency in the Application and at this meeting and, based thereon, the Agency hereby accepts the Application and makes the following findings and determinations with respect to the Project:

(A) The Project constitutes a "project" within the meaning of the Act; and

(B) The completion of the Project Facility will not result in the removal of a plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State of New York to another area of the State of New York or in the abandonment of a plant or facility of any proposed occupant of the Project Facility (other than the Company) located in the State of New York, and the completion of the Project Facility will not result in the abandonment of one or more plants or facilities of the Company located in the State of New York; and

(C) The Project Facility will not constitute a project where facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities constitute more than one-third of the total cost of the Project; and

(D) The granting of the Financial Assistance by the Agency with respect to the Project, through the granting of the various tax exemptions described in Section 2(E) of this Resolution, will promote the job opportunities, health, general prosperity and economic welfare of the inhabitants of Jefferson County, New York and the State of New York and improve their standard of living, and thereby serve the public purposes of the Act; and

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(E) Upon compliance with the provisions of the Act, the Agency would then be authorized under the Act to undertake the Project in order to promote the job opportunities, health, general prosperity and economic welfare of the inhabitants of Jefferson County, New York and the State of New York and improve their standard of living.

Section 2. If, following full compliance with the requirements of the Act, including the public hearing requirements set forth in Section 859-a of the Act, the Agency adopts a future resolution (the "Future Resolution") determining to proceed with the Project and to grant the Financial Assistance with respect thereto and the Company complies with all conditions set forth in the Preliminary Agreement and the Future Resolution, then the Agency will (A) acquire a leasehold interest in the Project Facility from the Company pursuant to a lease agreement to be negotiated between the Agency and the Company (the "Company Lease"); (B) acquire an interest in machinery, equipment and personal property related to the Project Facility pursuant to a bill of sale from the Company to the Agency (the "Bill of Sale") or otherwise; (C) construct, install and equip the Project Facility on the Land; (D) sublease the Project Facility to the Company pursuant to a leaseback agreement (hereinafter the "Agency Lease", and together with the Company Lease and the Bill of Sale, the "Conveyance Documents") between the Agency and the Company whereby the Company will be obligated, among other things, to pay all costs incurred by the Agency with respect to the Project and/or the Project Facility, including all costs of operation and maintenance, all taxes and other governmental charges, any required payments in lieu of taxes, the administrative fee of the Agency, and the reasonable fees and expenses incurred by the Agency with respect to or in connection with the Project and/or the Project Facility, and (E) provide the Financial Assistance with respect to the Project, including exemptions from sales and use taxes, mortgage recording taxes, and real property taxes for the Project Facility (but not including special district taxes), subject to the obligation of the Company to make payments in lieu of taxes ("PILOT Payments") with respect to the Project Facility, all as contemplated by the Preliminary Agreement and the Future Resolution.

Section 3. If the Agency adopts the Future Resolution, the undertaking and completing of the Project by the Agency, and the granting of the Financial Assistance with respect to the Project as contemplated by Section 2 of this Resolution, shall be subject to: (A) the determination by the members of the Agency to proceed with the Project following a determination by the members of the Agency that all requirements of SEQRA that relate to the Project have been fulfilled; (B) execution and delivery by the Company of the Preliminary Agreement, which sets forth certain conditions for the undertaking and completing of the Project by the Agency, and satisfaction by the Company of all the terms and conditions of the Preliminary Agreement applicable to the Company; (C) agreement by the Agency and the Company on mutually acceptable terms for the Conveyance Documents; (D) agreement between the Company and the Agency as to payment by the Company of PILOT Payments with respect to the Project Facility, together with the administrative fee of the Agency with respect to the Project; (E) a determination by the members of the Agency to proceed with the granting of the Financial Assistance with respect to the Project following a determination by the members of the Agency that the public hearing and notice requirements and other procedural requirements contained in Section 859-a of the Act

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have been complied with; and (F) the Agency's uniform tax exemption policy or if any portion of the Financial Assistance to be granted by the Agency with respect to the Project is not consistent with the Agency's uniform tax exemption policy, the Agency must follow the procedures for deviation from such policy set forth in Section 874(b) of the Act prior to granting such portion of the Financial Assistance.

Section 4. The form, terms and substance of the Preliminary Agreement (in substantially the form presented to this meeting and attached hereto) are in all respects approved, and the First Chairman or Vice Chairman, Executive Director or Deputy Executive Director of the Agency is hereby authorized, empowered and directed to execute and deliver said Preliminary Agreement in the name and on behalf of the Agency, said Preliminary Agreement to be substantially in the form presented to this meeting, with such changes therein as shall be approved by the officer executing same on behalf of the Agency, the execution thereof by such officer to constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form now before this meeting.

Section 5. From and after the execution and delivery of the Preliminary Agreement, the officers, agents and employees of the Agency are hereby authorized, empowered and directed to proceed with the undertakings provided for therein on the part of the Agency and are further authorized to do all such acts and things and to execute all such documents as may be necessary or convenient to carry out and comply with the terms and provisions of the Preliminary Agreement as executed.

Section 6. Swartz Moses PLLC ("Agency Counsel") is hereby appointed counsel to the Agency with respect to all matters in connection with the Project. Agency Counsel is hereby authorized, at the expense of the Company, to work with the Company, counsel to the Company and others to prepare for submission to the Agency, all documents necessary to effect the transactions contemplated by this Resolution.

Section 7. The Agency hereby authorizes the Executive Director of the Agency, prior to the granting of any Financial Assistance with respect to the Project, after consultation with Agency Counsel, (A) to establish a time, date and place for a public hearing of the Agency to hear all persons interested in the location and nature of the Project Facility and the proposed Financial Assistance being contemplated by the Agency with respect to the Project, said public hearing to be held in the city, town or village where the Project Facility will be located, unless alternate arrangements are permitted or required by Executive Order; (B) to cause notice of such public hearing to be given to the public by publishing a notice of such hearing in a newspaper of general circulation available to residents of the governmental units where the Project Facility is to be located, such notice to comply with the requirements of Section 859-a of the Act and to be published no fewer than ten (10) days prior to the date established for such public hearing; (C) to cause notice of said public hearing to be given to the chief executive officer of the county and each city, town, village and school district in which the Project Facility is or is to be located no fewer than ten (10) days prior to the date established for said public hearing; (D) to conduct such public hearing; and (E) to cause a report of said public hearing fairly

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summarizing the views presented at said public hearing to be promptly prepared and cause copies of said report to be made available to the members of the Agency.

Section 8. The First Chairman, Vice Chairman and Executive Director of the Agency are hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 9. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

David J. Converse	VOTING	_____
John Jennings	VOTING	_____
Robert E. Aliasso, Jr.	VOTING	_____
W. Edward Walldroff	VOTING	_____
Paul Warneck	VOTING	_____
William Johnson	VOTING	_____
Lisa L'Huillier	VOTING	_____

The foregoing Resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of Jefferson County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY, that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on August 6, 2020 with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of the Agency and of such Resolution set forth therein and of the whole of said original so far as the same related to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respect duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public and due notice of the time and place of said meeting was given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present through said meeting.

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I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this ____ day of _____, 2020.

Donald C. Alexander, Chief Executive Officer

PRELIMINARY AGREEMENT

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THIS PRELIMINARY AGREEMENT made as of August 6, 2020 between JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY (the "Agency"), a public benefit corporation organized and existing under the laws of the State of New York, and ADAMS RENEWABLES, LLC (the "Company"), a limited liability company, organized and existing under the laws of the State of Delaware;

WITNESSETH:

WHEREAS, the Agency is authorized and empowered by the provisions of the New York State Industrial Development Agency Act, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of the State of New York, as amended (the "Enabling Act") and Chapter 369 of the 1971 Laws of the State of New York, as amended, constituting Section 892-e of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to undertake the acquisition, construction, reconstruction and installation of one or more "projects" (as said quoted term is defined in the Act) and to lease (with an obligation to purchase) or sell the same upon such terms and conditions as the Agency may deem advisable; and

WHEREAS, the purposes of the Act are to promote industry and develop trade and thereby advance the job opportunities, health, general prosperity and economic welfare of the inhabitants of Jefferson County, New York and the State of New York, to improve their prosperity and standard of living and to prevent unemployment and economic deterioration; and

WHEREAS, by resolution adopted by the members of the Agency on August 6, 2020 (the "Preliminary Inducement Resolution"), the Agency made a preliminary determination, subject to numerous conditions, to accept an application (the "Application") from the Company requesting that the Agency undertake a (the "Project") consisting of the following: (A) (1) the acquisition of a leasehold interest in a certain parcel of land located in the Town of Adams, to wit: tax parcel 107.00-1-53.5, Jefferson County, New York (the "Land"), and (2) construction, installation and equipping on the Land of a solar-powered electric generating facility, including all related equipment and improvements, with a total planned alternating current output capacity of 3.33 megawatts (the "Facility") to be operated by the Company (the Land and the Facility collectively referred to as the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of section 854(14) of the Act) with respect to the foregoing, including exemptions from sales and use taxes, mortgage recording taxes, and real property taxes for the Project Facility (but not including special district taxes) (collectively, the "Financial Assistance"); and (C) the sublease of the Project Facility back to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act"), and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEORA"), by resolution adopted by

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the members of the Agency on August 6, 2020 (the "SEOR Resolution"), the Agency has determined that the Project will not have a significant effect on the environment and, therefore, that an environmental impact statement is not required to be prepared with respect to the Project;

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

Article 1. Representations.

Among the representations which have resulted in the execution of this Preliminary Agreement are the following:

Section 1.01. The Company hereby represents to the Agency that:

(A) The completion of the Project Facility will not result in the removal of a plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State of New York to another area of the State of New York or in the abandonment of a plant or facility of any proposed occupant of the Project Facility (other than the Company) located in the State of New York and, although the completion of the Project Facility may result in the abandonment of one or more plants or facilities of the Company located in the State of New York, such abandonment is reasonably necessary to preserve the competitive position of the Company in its industry.

(B) The Project Facility will not constitute a project where facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities constitute more than one-third of the total cost of the Project Facility.

(C) The Project site is located entirely within the boundaries of Jefferson County, New York.

(D) The granting of the Financial Assistance by the Agency with respect to the Project, through the granting of certain exemptions from taxation with respect to the Project, as further described in Section 2(E) of the Preliminary Inducement Resolution, will encourage and assist the Company in locating the Project Facility in Jefferson County, New York, and thereby serve the public purposes of the Act by promoting job opportunities in Jefferson County, New York.

(E) It is estimated at the present time that the costs of the planning, development, acquisition, construction, and installation of the Project Facility (collectively, the "Project Costs") will be approximately \$5,979,158.

(F) The Company will ensure that the acquisition, construction, installation and operation of the Project Facility will comply with all applicable

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federal, state and local laws, ordinances, rules and regulations (the applicability of same to be determined both as if the Agency were the owner of the Project Facility and as if the Company and not the Agency were the owner of the Project Facility), and the Company will obtain all necessary approvals and permits required thereunder.

Section 1.02. By the Preliminary Inducement Resolution, the Agency has approved the execution of this Preliminary Agreement. The Agency intends this Preliminary Agreement to constitute its official binding commitment, subject to the terms hereof, to accept the Application; *provided, however*, that this Preliminary Agreement shall not commit the Agency to undertake the Project or to grant to the Company any Financial Assistance with respect to the Project unless and until the Agency shall decide to undertake the Project and to grant such Financial Assistance following a determination by the Agency that the procedural requirements of Section 859-a of the Act that relate to the Project have been fulfilled.

Section 1.03. Pursuant to SEQRA, the Agency has made a determination that the Project will not have a "significant effect on the environment" (within the meaning of SEQRA) and, therefore, that an environmental impact statement is not required to be prepared with respect to the Project.

Article 2. Undertakings on the Part of the Agency.

Based upon the statements, representations, and undertakings of the Company and subject to the conditions set forth herein, the Agency agrees as follows:

Section 2.01. If, following full compliance with the requirements of the Act, including the public hearing requirements set forth in Section 859-a of the Act, the Agency adopts a future resolution (the "Future Resolution") determining to proceed with the Project and to grant the Financial Assistance with respect thereto and the Company complies with all conditions set forth in this Preliminary Agreement and the Future Resolution, then the Agency will undertake the Project and will grant the Financial Assistance relating to the Project; *provided, however*, that the foregoing obligation of the Agency to undertake the Project and to grant the Financial Assistance relating to the Project is subject to the conditions hereinafter contained in this Preliminary Agreement including, but not limited to, the following conditions:

(A) A leasehold interest in the Project Facility shall be acquired by the Agency from the Company pursuant to a lease agreement to be negotiated between the Agency and the Company (hereinafter, the "Company Lease") which contains terms mutually acceptable to the Agency and the Company for the conveyance of a leasehold interest in the Project Facility to the Agency. Any machinery, equipment and personal property related to the Project Facility acquired by the Company will be acquired by the Company as agent of the Agency, an interest therein shall be conveyed to the Agency by a bill of sale from the Company to the Agency ("Bill of Sale") or otherwise, and such property shall

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become subject to the terms of the Agency Lease (as hereinafter defined). The lease of the Project Facility by the Agency to the Company shall be effected by a lease agreement (hereinafter, the "Agency Lease") between the Agency and the Company. The Company Lease, the Bill of Sale, the Agency Lease, and any other documents to be executed by the Agency in connection with the Project (collectively, the "Project Documents") shall, in all respects, comply with the requirements of, and limitations contained in, the Act and shall further specifically provide that the obligations of the Agency thereunder are payable solely from the revenues derived by the Agency from the sale, lease or other disposition of the Project Facility; that the obligations of the Agency thereunder shall not be a general obligation of the Agency and shall not constitute an indebtedness or pledge of the general credit of the Agency; that no beneficiary of the obligations of the Agency thereunder shall have the right to compel any exercise of the taxing power of the Agency (if any), or of the State of New York or any political subdivision thereof, including Jefferson County, New York; and that the obligations of the Agency thereunder shall not create a debt or loan of credit of Jefferson County, New York or the State of New York, but such obligations shall be a special obligation of the Agency secured and payable solely as provided in the Company Lease or the Agency Lease, as the case may be, and such facts shall be plainly stated in each of such documents;

(B) The Company shall have executed the Agency Lease between the Agency and the Company, the terms of which shall be acceptable in form and content to the Company and the Agency, and pursuant to which, among other things, the Company shall be obligated to pay all costs incurred by the Agency with respect to the Project and/or the Project Facility, including all costs of operation and maintenance of the Project Facility, all taxes and other governmental charges, any required payments in lieu of taxes, the administrative fee of the Agency, and the reasonable fees and expenses incurred by the Agency with respect to or in connection with the Project and/or the Project Facility;

(C) No event shall have occurred which constitutes (or which after notice or lapse of time or both would constitute) an event of default under the Agency Lease;

(D) The Company shall provide the Agency with all information and statements which may be required by the Agency in order to facilitate compliance by the Agency with SEQRA;

(E) The Agency shall receive, in form and substance satisfactory to the Agency, such rulings, approvals, resolutions, consents, certificates, opinions of counsel and other instruments and proceedings as shall be specified by the Agency in connection with the Project and the various documents to be executed in connection with the Project, such rulings, approvals, resolutions, consents, certificates, opinions of counsel and other instruments and proceedings to be obtained from counsel to the Agency and such other governmental and

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nongovernmental agencies and entities as may have or assert competence or jurisdiction over or interest in matters pertaining thereto;

(F) Agreements shall be made as to (1) payments by the Company to or on behalf of the Agency of amounts in lieu of real property taxes, (2) indemnity by the Company of the Agency and the members and officers of the Agency, and (3) payment by the Company of the expenses incurred by the Agency in connection with the Project (including counsel fees and out-of-pocket expenses) and the administrative fee of the Agency, and such agreements shall be satisfactory in form and substance to the Agency;

(G) The Agency shall have made a determination to proceed with the granting of the Financial Assistance following a determination by the Agency that all the public hearing and notice requirements and other procedural requirements of Section 859-a of the Act that relate to the Project have been complied with;

(H) If any portion of the Financial Assistance to be granted by the Agency with respect to the Project is not consistent with the Agency's uniform tax exemption policy, the Agency must follow the procedures for deviation from such policy set forth in Section 874(b) of the Act prior to granting such portion of the Financial Assistance.

Section 2.02. The obligations of the Agency pursuant to this Preliminary Agreement are subject to the conditions elsewhere contained in this Preliminary Agreement and to the additional condition that the Agency shall not undertake the Project, nor grant any Financial Assistance with respect to the Project, unless and until the Agency shall have complied with the provisions of SEQRA.

Section 2.03. Subject to the conditions stated in this Preliminary Agreement, the Agency, from time to time, will adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for: (A) the authorization, undertaking and completion of the Project; and (B) the lease of the Project Facility to the Company, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company.

Section 2.04. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

Article 3. Undertakings on the Part of the Company.

Based upon the statements, representations, and undertakings of the Agency and subject to the conditions set forth herein, the Company agrees as follows:

Section 3.01. Contemporaneously with the execution and delivery by the Agency of the Company Lease, the Company will enter into the Agency Lease with the Agency

containing the terms and conditions described in Section 2.01 hereof. The Company agrees that the Company will pay all of the Project Costs and shall not be entitled to any reimbursement for any such payment from the Agency. THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, THAT THE PROJECT FACILITY WILL BE SUITABLE FOR THE COMPANY'S PURPOSES OR NEEDS.

Section 3.02. The Company hereby agrees to indemnify and hold the Agency (and its members, officers, agents and employees) harmless from all losses, expenses, claims and liabilities arising out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the acquisition, construction and installation of the Project Facility, including any expenses incurred by the Agency (and its members, officers, agents and employees) in defending any claims, suits or actions which may arise as a result of any of the foregoing. The Company shall not permit to stand, and will, at its own expense, take steps reasonably necessary to remove, any mechanic's or other liens against the Project Facility for labor or material furnished in connection with the acquisition, construction and installation of the Project Facility.

Section 3.03. The Company hereby agrees to indemnify, defend and hold the Agency (and its members, officers, agents and employees) harmless from any and all (A) claims and liabilities for the loss or damage to property or any injury to or death of any person that may be occasioned subsequent to the date hereof by any cause whatsoever in relation to the Project and/or the Project Facility, including any expenses incurred by the Agency (and its members, officers, agents and employees) in defending any claims, suits or actions which may arise as a result of the foregoing; and (B) claims and liability arising from or expenses incurred in connection with the Project or the Agency's acquisition, construction and installation, owning, and/or leasing of the Project Facility, including all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The Company shall include the Agency (and its members, officers, agents, and employees) as a named insured under all public liability insurance policies obtained by the Company with respect to the Project.

Section 3.04. The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

Article 4. General Provisions.

Section 4.01. All commitments of the Agency under Article 2 hereof and of the Company under Article 3 hereof (excepting the obligations of the Company set forth in Sections 3.02 and 3.03 hereof, which shall survive the termination of this Preliminary Agreement) are subject to the condition that the following events shall have occurred not later than two (2) years from the date hereof (or such other date as shall be mutually satisfactory to the Agency and the Company):

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(A) The Agency and the Company shall have agreed on mutually acceptable terms and conditions of the Company Lease, the Agency Lease and any other agreements referred to in Articles 2 or 3 hereof;

(B) All necessary governmental approvals shall be obtained; and

(C) All other conditions expressed in this Preliminary Agreement shall have been satisfied.

Section 4.02. Subject to the terms and conditions of Section 4.03 hereof, the Company shall have the right to unilaterally cancel this Preliminary Agreement at any time prior to the time that the Company Lease is signed by the Agency upon thirty (30) days' prior written notice of cancellation delivered to the Agency at the address set forth in Section 4.04 hereof.

Section 4.03. If the events set forth in Section 4.01 hereof do not take place within the time set forth in said Section 4.01, or any extension thereof, or if the Company exercises its right of cancellation as set forth in Section 4.02 hereof, the Company agrees that: (A) it will promptly reimburse the Agency (and its officers, members, agents or employees) for all reasonable and necessary direct out-of-pocket expenses (including legal fees and expenses) which the Agency (and its officers, members, agents or employees) may incur with respect to the execution of this Preliminary Agreement and the performance of its obligations hereunder; and (B) the obligations of the Company set forth in Section 3.02 and 3.03 hereof shall survive the termination of this Preliminary Agreement and shall remain in full force and effect until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters described therein may be brought and payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses and charges incurred by the Agency (and its officers, members, agents or employees) relating to the enforcement of the provisions therein stated.

Section 4.04. (A) All notices and other communications hereunder shall be in writing and shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

(1) To the Agency:

Jefferson County Industrial Development Agency
800 Starbuck Avenue
Watertown, New York 13601
Attention: Donald C. Alexander

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With a copy to:

Peter H. Swartz, Esq.
Swartz Moses PLLC
1583 East Genesee Street
Skaneateles, NY 13152

(2) To the Company:

Adams Renewables, LLC
Attn: Joseph Fiori
101 Summer Street
Boston, MA 02110

With a copy to:

Kevin R. McAuliffe, Esq.
Barclay Damon LLP
Barclay Damon Tower
125 East Jefferson Street
Syracuse, NY 13202

(B) The Agency and the Company may, by notice given hereunder, designate any further or different addresses or modes of communication to which subsequent notices, certificates and other communications shall be sent.

Section 4.05. All covenants and agreements herein contained by or on behalf of the Agency and the Company shall bind and inure to the benefit of the respective successors and assigns of the Agency and the Company whether so expressed or not.

Section 4.06. The obligations and agreements of the Agency contained herein shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent or employee of the Agency in his individual capacity, and the members, officers, agents and employees of the Agency shall not be liable personally hereon or be subject to any personal liability or accountability base upon or in respect hereof or of any transaction contemplated hereby. The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or of Jefferson County, New York and neither the State of New York nor Jefferson County, New York shall be liable thereon and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency but, rather, shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility.

Section 4.07. Notwithstanding any provision of this Preliminary Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any

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provision hereof unless (A) the Agency has been requested to do so in writing by the Company; and (B) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any member, officer, agent or employee of the Agency) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity satisfactory to the Agency for protection against all such liability and for the reimbursement of all such fees, expenses and other costs.

IN WITNESS WHEREOF, the parties hereto have entered into this Preliminary Agreement as of the day and date first written above.

**JEFFERSON COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Donald C. Alexander, Chief Executive Officer

ADAMS RENEWABLES, LLC

By: _____
Authorized Officer

Cost-Benefit Analysis for OYA Robinson Road

Prepared by Jefferson County LDC using InformAnalytics

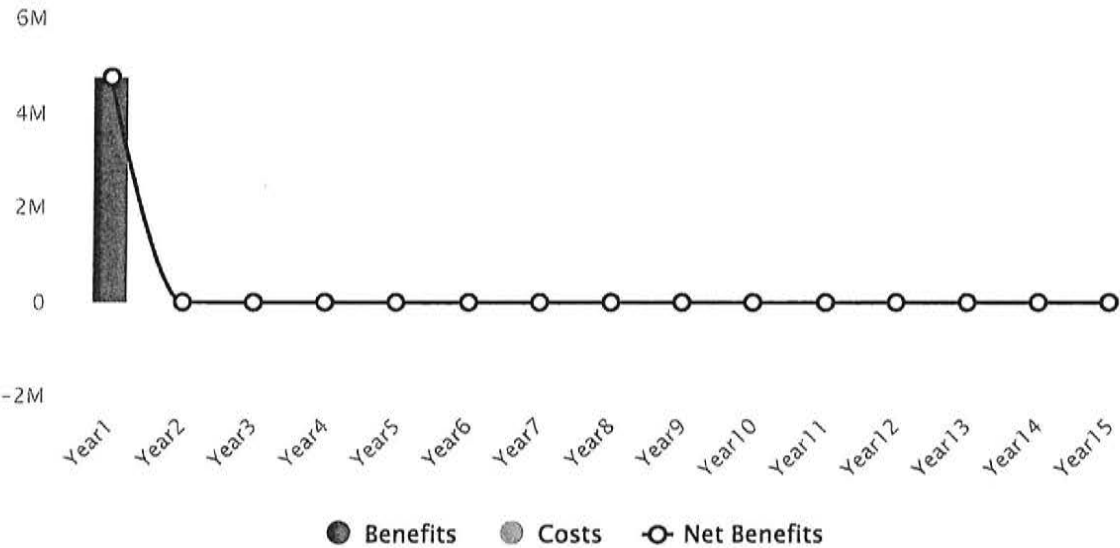
Executive Summary

INVESTOR	TOTAL INVESTED	LOCATION	TIMELINE
OYA Robinson Road LLC	\$10.3 Million	18000 Robinson Road Town of Orleans	15 Years

F1 FIGURE 1

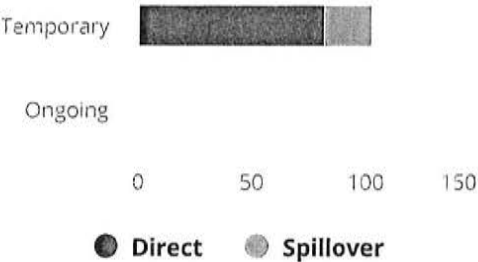
Discounted* Net Benefits for OYA Robinson Road by Year

Total Net Benefits: \$4,486,000



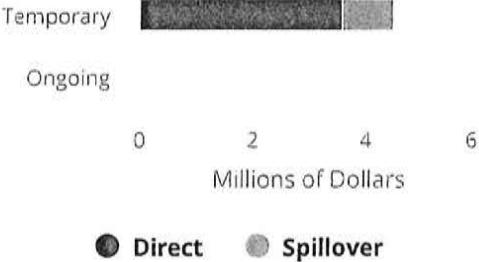
F2 FIGURE 2

Total Jobs



F3 FIGURE 3

Total Payroll



Proposed Investment

OYA Robinson Road LLC proposes to invest \$10.3 million at 18000 Robinson Road Town of Orleans over 15 years. Jefferson County LDC staff summarize the proposed with the following: 5 mw Solar Array

T1 TABLE 1

Proposed Investments

F4 FIGURE 4

Location of Investment

Description	Amount
CONSTRUCTION SPENDING	
Community Distributed Generation	\$10,321,000
Total Investments	\$10,321,000
Discounted Total (2%)	\$10,321,000

May not sum to total due to rounding.

Cost-Benefit Analysis

A cost-benefit analysis of this proposed investment was conducted using InformAnalytics, an economic impact model developed by CGR. The report estimates the impact that a potential project will have on the local economy based on information provided by Jefferson County LDC. The report calculates the costs and benefits for specified local taxing districts over the first 15 years, with future returns discounted at a 2% rate.

T2 TABLE 2

Estimated Costs or Incentives

Jefferson County LDC is considering the following incentive package for OYA Robinson Road LLC.

Description	Nominal Value	Discounted Value*
Property Tax Exemption	\$790,000	\$688,000
Total Costs	\$790,000	\$688,000

May not sum to total due to rounding.

* Discounted at 2%

T3 TABLE 3

State & Regional Impact (Life of Project)

The following table estimates the total benefits from the project over its lifetime.

Description	Direct	Spillover	Total
REGIONAL BENEFITS	\$4,030,000	\$890,000	\$4,920,000
To Private Individuals	\$3,563,000	\$877,000	\$4,441,000
Temporary Payroll	\$3,563,000	\$877,000	\$4,441,000
To the Public	\$466,000	\$13,000	\$479,000
Property Tax Revenue	\$413,000	N/A	\$413,000
Temporary Sales Tax Revenue	\$53,000	\$13,000	\$66,000
STATE BENEFITS	\$203,000	\$50,000	\$253,000
To the Public	\$203,000	\$50,000	\$253,000
Temporary Income Tax Revenue	\$158,000	\$39,000	\$197,000
Temporary Sales Tax Revenue	\$46,000	\$11,000	\$57,000
Total Benefits to State & Region	\$4,233,000	\$940,000	\$5,173,000
Discounted Total Benefits (2%)	\$4,233,000	\$940,000	\$5,173,000

May not sum to total due to rounding.

T4 TABLE 4

Benefit to Cost Ratio

The following benefit to cost ratios were calculated using the discounted totals.

Description	Benefit*	Cost*	Ratio
Region	\$4,920,000	\$688,000	7:1
State	\$253,000	\$0	N/A
Grand Total	\$5,173,000	\$688,000	8:1

May not sum to total due to rounding.

* Discounted at 2%

CGR has exercised reasonable professional care and diligence in the the production and design of the InformAnalytics™ tool. However, the data used is provided by users. InformAnalytics does not independently verify, validate or audit the data supplied by users. CGR makes no representations or warranties with respect to the accuracy of the data supplied by users.

SUPPLEMENT TO CGR COST/BENEFIT ANALYSIS

Jefferson County Industrial Development Agency	
Project Summary	Date 7/2/2020
Project OYA Robinson Road , LLC	Project #
Location 18600 Robinson Road Orleans, NY	School Thousand Islands
Tax Parcel 13.00-2-47.1 & 13.00-2-32.1	Project Type 5MW Solar
Total Tax: \$5,054	Village
Community Distributed Generation	Town Orleans

The attached Report prepared using the CGR Cost/Benefit Analysis Program shows a Benefit to Cost Ratio of 7to 1.

Regional and State discounted (2%) benefits total \$5,173,000; these benefits are all associated with the construction of the project, and all fall within the first year.

It appears the Costs associated with this project are all related to Property Tax Exemption. It also appears these costs are calculated by using what full taxes would be on the full assessment of the property compared to PILOT payments.

I used the assessment of \$4,470,000. developed by Emminger, Newton Pigeon and Magyar, Inc., prepared for the OY OYA 5 MW , Robinson Road Facility.

Using this Assessment and applying the 2020 Tax Rates, the full taxation would be \$81,482.53 per yea. Keeping this calculation steady for 15 years indicates full taxation to be \$1,222,237. compared to total PILOT payments for this same time period of \$440,373.; a difference of \$781864

The CGR Program uses different inflation factors and discount factors for calculations of taxes over a period of time.

I believe there is no, or very little cost associated with this project. Actually a better comparison would be a comparison of the total PILOT payments over the 15 year period. Total PILOT payments based on ths schedule developed for the OYA Robinson Road project, would develop \$449,373.

The Parcel is currently paying \$5,054 per year in taxes; over the 15 year period total taxes will be approximately \$75,810. The PILOT gives the taxing jurisdictions a net gain of approximately \$373,563

This project also allows the public to buy electricity at a discounted rate; the CGR Program does not quantify this benefit.

Another benefit not quantified by the program is the contribution these projects make to the Governor's clean energy goals.

AUTHORIZING RESOLUTION

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A meeting of Jefferson County Industrial Development Agency (the "Agency") was convened in public session at the offices of the Agency at 800 Starbuck Avenue, in the City of Watertown, Jefferson County, New York on August 6, 2020 at 9:00 a.m., local time.

The meeting was called to order by the Chairperson and, upon being called, the following members of the Agency were:

PRESENT:

ABSENT:

FOLLOWING PERSONS WERE ALSO PRESENT:

The following resolution was offered by _____, seconded by _____,
to wit;

Resolution No.: 08.06.2020.08

RESOLUTION OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD THE LEASE-LEASEBACK TRANSACTION WITH OYA ROBINSON ROAD LLC, (THE "COMPANY") FOR THE PURPOSE OF THE CONSTRUCTION AND INSTALLATION OF A FIVE MEGAWATT SOLAR PHOTO-VOLTAIC COMMUNITY ENERGY GENERATION AND DISTRIBUTION FACILITY ON TWO TAX PARCELS LOCATED IN THE TOWN OF ORLEANS.

WHEREAS, Jefferson County Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of Laws of 1969 of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 369 of the 1971 Laws of New York, as amended, constituting Section 892-e of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, renovating, improving, maintaining, equipping and furnishing of commercial facilities, among others, for the purpose of promoting,

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attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, pursuant to an application, including a cost benefits analysis (the "**Application**"), submitted to the Agency by the Company wherein the Agency has been requested to consider undertaking a project (the "**Project**"), consisting of the following:

(A) (1) The acquisition of an interest in those certain parcels of land located in the Town of Orleans and identified on the latest completed assessment roll for the Town of Orleans as tax parcels 13.00-2-47.1 and 13.00-2-32.1, County of Jefferson, New York (the "**Land**"), as more particularly described in the PILOT Agreement, and

(2) The construction and installation on the Land of a five megawatt solar photo-voltaic community energy generation and distribution facility (the "**Project**") (the Land and the Project being collectively referred to as the "**Project Facilities**"); and

(B) The granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including exemption from certain real property taxes (the "**Financial Assistance**"); and

(C) The lease or sale of the Project Facilities to the Companies or such other person as may be designated by the Companies and agreed upon by the Agency; and

WHEREAS, pursuant to a Preliminary Inducement Resolution adopted by the members of the Agency on June 4, 2020, the Executive Director of the Agency (A) caused notice of a public hearing of the Agency to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project (the "**Public Hearing**") to be mailed on July 6, 2020, to the chief executive officers of the County, Town and School District in which the Project is to be located, (B) caused notice of the Public Hearing to be published on July 7, 2020, in the Watertown Daily Times, a newspaper of general circulation available to residents of the County of Jefferson, (C) conducted the Public Hearing virtually via Zoom in conformity with the Executive Orders issued by the Governor on July 17, 2020, at 9:30 o'clock a.m., local time from the Agency offices located at 800 Starbuck Ave, Watertown, New York 13601, (D) prepared a report of the Public Hearing which fairly summarized the views presented at said Public Hearing and distributed same to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act"), and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental

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Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), the members of the Agency adopted a resolution on June 4, 2020, (the "SEQR Resolution") by which the Agency determined (A) that the Project constitutes a "Type 1 Action", (B) that the coordinated review procedures outlined in the Regulations was conducted by the Town of Orleans Planning Board which issued its negative declaration determination of non-significance, and that although the Agency was not included as an involved agency in the coordinated review, the members of the Agency reviewed the record of the proceedings before the Town of Orleans Planning Board and the full environmental assessment form and concurred with the Planning Board's determination (C) that the Project will not have a "significant effect on the environment" pursuant to SEQRA and, therefore that no environmental impact statement need be prepared with respect to the Project, and (D) that a negative declaration would be prepared with respect to the Project; and

WHEREAS, in order to consummate the Project and the granting of the Financial Assistance described in the notice of the Public Hearing, the Agency proposes to enter into the following documents with the Company (hereinafter collectively referred to as the "**Agency Documents**");

- (A) A lease to the Agency (and a memorandum thereof) for the Project (the "**Underlying Lease**") by and between the Company, as landlord, and the Agency, as tenant pursuant to which the Company will lease to the Agency the Project Facilities;
- (B) A lease agreement (and a memorandum thereof) for the Project (the "**Lease Agreement**") by and between the Agency and the Company, pursuant to which, among other things, the Company agree to undertake the Project as agent of the Agency and the Company further agree to lease the Project Facilities from the Agency and to pay all legal fees and expenses incurred by the Agency with respect to the Project;
- (C) A payment in lieu of tax agreement (the "**Payment in Lieu of Tax Agreement**" or the "**PILOT**") for the Project by and between the Agency and the Company, pursuant to which the Company will agree to make certain payments in lieu of taxes with respect to the Project Facilities; and
- (D) Various certificates relating to the Project (the "**Closing Documents**"); and

WHEREAS, the Agency has given due consideration to the Application and to the representations by the Company that the granting by the Agency of the Financial Assistance with respect to the Project will be in an inducement to the Company to undertake the Project in Jefferson County, New York; and

WHEREAS, the Company and the Agency have agreed on a certain Payment in Lieu of Taxes Agreement and Distribution Schedules to the Taxing Jurisdictions of such payments in lieu of taxes in substantially the form and affect and appears at **Exhibit "A"** to this Resolution.

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NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1 The Agency hereby finds and determines that:

- (A) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and
- (B) The Project constitutes a "project", as such term is defined in the Act; and
- (C) The acquisition of the Project Facilities and the lease of the Project Facilities to the Company will promote and maintain the job opportunities, general prosperity and economic welfare of the citizens of Jefferson County, New York and the State of New York and improve their standard of living; and
- (D) It is desirable and in the public interest for the Agency to grant to the Company the relief provided by the Payment In Lieu of Taxes Agreement, and to enter into the Agency Documents upon the satisfaction of all conditions thereto.

Section 2 In consequence of the foregoing, the Agency hereby determines that the granting of the financial assistance by the Agency with respect to the Project, through the granting of various tax exemptions described herein, and set forth on the exhibit attached hereto, will promote the job opportunities, health, general prosperity and economic welfare of the inhabitants of Jefferson County, New York and the State of New York, and improve their standard of living, and thereby serve the public purposes of the Act.

Section 3 In consequence of the foregoing, and subject to the satisfactions of any conditions as imposed herein or as may be required by the Act, the Agency hereby determines to:

- (A) Proceed with the Project;
- (B) Acquire the Project Facilities;
- (C) Accept an Underlying Leases of the Project on terms to be determined by the Agency;
- (D) Lease the Project Facilities to the Company pursuant to a Lease Agreement on terms to be determined by the Agency;
- (E) Enter into the Payment in Lieu of Tax Agreement in the form and substance as attached hereto; and
- (F) Execute and deliver the other Agency Documents upon terms and conditions satisfactory to the Chief Executive Officer; and

(G) Execute and deliver the Closing Documents upon terms and conditions satisfactory to the Chief Executive Officer; and

(H) Grant the Financial Assistance with respect to the Project.

Section 4 The Agency is hereby authorized to acquire a leasehold interest in the Project Facilities pursuant to an Underlying Lease and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 5 The Agency is hereby authorized to lease the Project Facilities back to the Company pursuant to the Lease Agreement and to do all things necessary or appropriate to renovate, construct and equip the Project pursuant to the terms of the Lease Agreement.

Section 6 (A) The Chief Executive Officer of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Agency Documents and, where appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency thereto and to attest the same, all in substantially the forms thereof presented to this meeting, with such changes, variations, omissions and insertions thereto as the Chief Executive Officer shall approve, the execution thereof by the Chief Executive Officer to constitute conclusive evidence of such approval.

(B) The Chief Executive Officer of the Agency is hereby further authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement).

Section 7 The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing Resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 8 The Agency hereby determines and finds that the Project is a qualifying industrial project, and falls within the provisions of the Agency's Uniform Tax Exempt Policy, and therefore the consent of the Affected Taxing Jurisdictions is not required.

Section 9 This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

David J. Converse

VOTING _____

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John Jennings

VOTING _____

Robert E. Aliasso, Jr.

VOTING _____

W. Edward Walldroff

VOTING _____

Paul Warneck

VOTING _____

William Johnson

VOTING _____

Lisa L'Huillier

VOTING _____

The foregoing Resolution was thereupon declared and duly adopted.

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EXHIBIT "A" TO AUTHORIZING RESOLUTION

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

OYA ROBINSON ROAD LLC

PAYMENT IN LIEU OF TAX AGREEMENT

DATED AS OF

, 2020

**RELATING TO THE PREMISES LOCATED AT
18600 ROBINSON ROAD, TOWN OF ORLEANS,
COUNTY OF JEFFERSON AND STATE OF NEW YORK**

PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT dated as of _____, 2020 (the "*Payment in Lieu of Tax Agreement*") by and between **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a corporate governmental agency constituting a public benefit corporation organized and existing under the laws of the State of New York, having and office at 800 Starbuck Avenue, Watertown, New York 13601 (the "*Agency*"), and **OYA ROBINSON ROAD LLC** a limited liability company organized under the laws of the State of Delaware, having its office at 144 Front Street, Suite 310, Toronto, Ontario, Canada M5J2L7 (the "*Company*").

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "*Enabling Act*") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "*State*") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 369 of the Laws of 1971 of the State as amended and constituting section 892-e of the General Municipal Law (collectively, with the Enabling Act, the "*Act*") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, the members of the Agency, adopted a resolution on June 4, 2020 (the "*Preliminary Inducement Resolution*"), pursuant to which the Agency agreed to accept an application (the "*Application*") from the Company and further agreed to consider undertaking a project (the "*Project*") consisting of the following: (A)(i) the acquisition of an interest in vacant land located at 18600 Robinson Road, Town of Orleans, New York (the "*Land*"); (ii) the construction of solar modules, racking to mount the solar modules, inverters and transformers and assorted electrical components and wiring, all located on

the Land (collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of potential exemptions real property taxes and (except as limited by Section 874 of the General Municipal Law) (the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, installation, equipping and completion of the Project Facility; and (D) the lease of the Land, Facility and Equipment by the Agency pursuant to a lease agreement from the Company to the Agency; and the lease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "**SEQR Act**") and the regulations (the "**Regulations**") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "**SEQRA**"), the Agency adopted an Environmental Resolution on June 4, 2020, and determined that the Project would not have a significant adverse effect on the environment, and issued a negative declaration for the Project, a copy of which was provided to and is binding upon the Agency (the "**SEQRA Determination**"); and

WHEREAS, by further resolution adopted by the members of the Agency on August 6, 2020 (the "**Resolution**"), the Agency determined to grant the Financial Assistance and to enter into a lease agreement (the "**Agency Lease**") between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Agency Lease, the "**Basic Documents**"); and

WHEREAS, pursuant to the terms of the Agency Lease, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company for a lease term ending on the earlier to occur of (1) termination of this PILOT Agreement or (2) the date on which the Agency Lease is terminated pursuant to the optional termination provisions thereof; and

WHEREAS, the Agency Lease grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Agency Lease (the "**Closing**"), (A) the Company will execute and deliver to the Agency a certain lease to agency dated as of _____, 2020 (the "**Company Lease**") by and between the Company, as landlord and the Agency, as tenant pursuant to which the Company will lease to the Agency the Land and all improvements and Equipment now or hereafter located on the land (collectively, the "**Premises**") for a lease term ending on _____, 2035, (B) the Company and the Agency will execute and deliver the Payment in Lieu of Tax Agreement, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, (C) the Agency will file with the assessor and mail

to the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "**Real Property Tax Exemption Form**") relating to the Project Facility and the Payment in Lieu of Tax Agreement, and (D) the Agency will file with the New York State Department of Taxation and Finance the form entitled "**IDA Appointment of Project Operator or Agent for Sales Tax Purposes**" (the form required to be filed pursuant to Section 874(9) of the Act) (the "**Thirty-Day Sales Tax Report**"); and

WHEREAS, under the present provisions of the Act and Section 412-a of the Real Property Tax Law of the State of New York (the "**Real Property Tax Law**"), the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, pursuant to the provisions of Section 6.6 of the Agency Lease, the Company has agreed to make payments in lieu of taxes with respect to the Project Facility in an amount equivalent to normal taxes, provided that, so long as this Payment in Lieu of Tax Agreement shall be in effect, the Company shall during the term of this Payment in Lieu of Tax Agreement make payments in lieu of taxes in the amounts and in the manner provided in this Payment in Lieu of Tax Agreement, and during such period the provisions of Section 6.6 of the Agency Lease shall not control the amounts due as payment in lieu of taxes with respect to that portion of the Project Facility which is covered by this Payment in Lieu of Tax Agreement; and

WHEREAS, all things necessary to constitute this Payment in Lieu of Tax Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Payment in Lieu of Tax Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, in consideration of the matters above recited, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I

REPRESENTATIONS AND WARRANTIES

SECTION 1.00. RECITALS AND DEFINITIONS.

The foregoing recitals are incorporated herein as if fully set forth. Terms not otherwise defined herein shall have the meanings ascribed thereto in the Agency Lease, dated as of _____, 2020 by and between the Company and the Agency (the "**Agency Lease**").

SECTION 1.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY.

The Agency does hereby represent, warrant and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State of New York to enter into the transactions contemplated by this Payment in Lieu of Tax Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement hereunder.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

SECTION 1.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY.

The Company does hereby represent, warrant and covenant as follows:

(A) Power. The Company is a limited liability company duly authorized to do business in the State of New York and has the power under the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement, and by proper action of its members has been duly authorized to execute, deliver and perform this Payment in Lieu of Tax Agreement.

(B) Authorization. The Company is authorized and has the power under its articles of organization, operating agreement and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper action of its members, the

Company has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by (and the execution, delivery and performance of this Payment in Lieu of Tax Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Payment in Lieu of Tax Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its Articles of Organization or Operating Agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Payment in Lieu of Tax Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this Payment in Lieu of Tax Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Payment in Lieu of Tax Agreement by the Company or as a condition to the validity of this Payment in Lieu of Tax Agreement.

ARTICLE II COVENANTS AND AGREEMENTS

SECTION 2.01. TAX-EXEMPT STATUS OF THE PROJECT FACILITY.

(A) Assessment of the Project Facility. Pursuant to Section 874 of the Act and Section 412-a of the Real Property Tax Law, the parties hereto understand that, upon acquisition of a leasehold interest in the Project Facility by the Agency and the filing by the Agency of a New York State Board of Real Property Services Form RP-412-a (a "***Real Property Tax Exemption Form***") with respect to the Project Facility, and for so long thereafter as the Agency shall own such leasehold interest in the Project Facility, the Project Facility shall be assessed by the various taxing entities having jurisdiction over the

Project Facility, including, without limitation, any county, city, school district, town, village or other political unit or units wherein the Project Facility is located (such taxing entities being sometimes collectively hereinafter referred to as the "***Taxing Entities***", and each of such Taxing Entities being sometimes individually hereinafter referred to as a "***Taxing Entity***") as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to the acquisition by the Agency of the leasehold interest to the Project Facility created by the Agency Lease and the filing of the Real Property Tax Exemption Forms. The Company shall, promptly following acquisition by the Agency of the leasehold interest to the Project Facility created by the Company Lease, take such action as may be necessary to ensure that the Project Facility shall be assessed as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to such acquisition by the Agency, including ensuring that a Real Property Tax Exemption Form shall be filed with the appropriate officer or officers of each respective Taxing Entity responsible for assessing properties on behalf of each such Taxing Entity (each such officer being hereinafter referred to as an "***Assessor***"). For so long thereafter as the Agency shall own such leasehold interest in the Project Facility, the Company shall take such further action as may be necessary to maintain such exempt assessment with respect to each Taxing Entity. The parties hereto understand that the Project Facility shall not be entitled to such tax-exempt status on the tax rolls of any Taxing Entity until the first tax year of such Taxing Entity following the tax status date of such Taxing Entity occurring subsequent to the date upon which the Agency becomes the owner of record of such leasehold interest in the Project Facility and the Real Property Tax Exemption Forms are filed with the Assessors. Pursuant to the provisions of the Agency Lease, the Company will be required to pay all taxes and assessments lawfully levied and/or assessed against the Project Facility, including taxes and assessments levied for the current tax year and all subsequent tax years until the Project Facility shall be entitled to exempt status on the tax rolls of the respective Taxing Entities. The Agency will cooperate with the Company to obtain and preserve the tax-exempt status of the Project Facility.

(B) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the Act and Section 412-a of the Real Property Tax Law does not entitle the Agency to exemption from special assessments and special ad valorem levies. Pursuant to the Agency Lease, and notwithstanding anything hereto to the contrary, the Company will be required to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Project Facility.

SECTION 2.02. PAYMENTS IN LIEU OF TAXES.

(A) Agreement to Make Payments. The Company agrees that it shall make annual payments in lieu of property taxes in the amounts hereinafter provided to the respective Taxing Entities entitled to receive same pursuant to the provisions hereof. The Company also agrees to give the Assessors a copy of this Payment in Lieu of Tax Agreement. The payments due hereunder shall be paid by the Company to Agency for distribution to the Taxing Entities pursuant to the Agency's Uniform Tax Exemption Policy (the Agency being hereinafter referred to as the "***Receivers of Taxes***").

(B) Valuation of the Project Facility.

(1) The value of the Project Facility for purposes of determining payments in lieu of taxes due hereunder (hereinafter referred to as the "**Assessed Value**") shall be determined by the appropriate Assessors. The Company agrees to give the Assessors a copy of this Payment in Lieu of Tax Agreement. The parties hereto agree that the Assessors shall (a) appraise the Land in the same manner as other similar properties in the general area of the Land, but without giving effect to the Improvements (as defined herein); (b) place an Assessed Value upon the Land, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes, (c) appraise the Facility and any portion of the Equipment assessable as real property pursuant to the New York Real Property Tax Law (collectively with the Facility, the "**Improvements**") in the same manner as other similar properties in the general area of the Improvements, and (d) place an Assessed Value upon the Improvements, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial determination of the Assessed Value of the Improvements and of any change in the Assessed Value of the Land or the Improvements.

(2) If the Company is dissatisfied with the amount of the Assessed Value of the Improvements as initially established or with the amount of the Assessed Value of the Land or the Improvements as changed, and if the Company shall have given written notice of such dissatisfaction to the appropriate Assessor and the Agency within thirty (30) days of receipt by the Company of written notice of the initial establishment of such Assessed Value of the Improvements, or of a change in such Assessed Value of the Land or the Improvements, then the Company shall be entitled to protest before, and to be heard by, the appropriate Assessor and the Agency. If the Agency, the Company and any Assessor shall fail to reach agreement as to the proper Assessed Value of the Project Facility for purposes of determining payments in lieu of taxes due under this Payment in Lieu of Tax Agreement, then the Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Project Facility, with respect to any proposed assessment or change in assessment with respect to the Project Facility by any of the affected Taxing Entities and likewise shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment. Any payments in lieu of taxes due upon the Project Facility may not be withheld by the Company pending determination of the Assessed Value by the appropriate tribunal.

(C) Amount of Payments in Lieu of Taxes. The payments in lieu of taxes to be paid by the Company to the Receivers of Taxes annually on behalf of each Taxing Entity

pursuant to the terms of this Payment in Lieu of Tax Agreement shall be computed separately for each Taxing Entity as follows:

(1) First, determine the amount of general taxes and general assessments (hereinafter referred to as the "**Normal Tax**") which would be payable to each Taxing Entity if the Land was owned by the Company and not the Agency by multiplying (a) the Assessed Value of the Land determined pursuant to Subsection (B)(1)(a) of this Section 2.02, by (b) the tax rate or rates of such Taxing Entity that would be applicable to the Land if the Land was owned by the Company and not the Agency.

(2) In each tax year during the term of this Payment in Lieu of Tax Agreement, commencing on the first tax year following the date on which the Land shall be assessed as exempt on the assessment roll of any Taxing Entity, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Land shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Taxing Entity with respect to the Land for such tax year, as determined pursuant to subsection C(1) of this Section 2.02.

(3) Next, determine the Normal Tax which would be payable to each Taxing Entity if the Facility and any portion of the Equipment assessable as real property pursuant to the New York Real Property Tax Law (collectively with the Facility, the "**Improvements**") were owned by the Company and not the Agency by multiplying (a) the Assessed Value of the Improvements determined pursuant to Subsection (B) of this Section 2.02, by (b) the tax rate or rates of such Taxing Entity that would be applicable to the Improvements if the Improvements were owned by the Company and not the Agency. For the avoidance of doubt, determination of the Normal Tax that would be payable with respect to the Improvements under this subsection shall be solely for reference, and the amounts payable by Company as a payment in lieu of tax with respect to Improvements under this Payment in Lieu of Tax Agreement will be determined in accordance with subsection (4) below.

(4) Notwithstanding the foregoing, specific reference is made to the Table at Schedule "1" to this Agreement, which forms the basis for the calculation of the annual PILOT Payments by the Agency. In each tax year during the term of this Payment in Lieu of Tax Agreement, commencing on the first tax year following the date on which the Improvements shall be assessed as exempt on the assessment roll of any Taxing Entity, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Improvements shall be in the amounts reflected on the following table with respect to the Improvements:

Tax Year Commencing During Fiscal Year	Total PILOT Payment
1	\$35,000.00
2	\$33,404.58
3	\$32,818.97
4	\$32,233.35
5	\$31,647.74
6	\$31,062.12
7	\$30,476.51
8	\$29,890.90
9	\$29,305.28
10	\$28,719.67
11	\$28,134.05
12	\$27,548.44
13	\$26,962.83
14	\$26,377.21
15	\$25,791.60
16 and thereafter	100% of Normal Taxes

(5) In each tax year during the term of this Payment in Lieu of Tax Agreement, commencing on the first tax year following the date on which any portion of the Project Facility shall be assessed as exempt on the assessment roll of any Taxing Entity, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Project Facility shall be the sum of (a) the amount due each Taxing Entity with respect to the Land for such tax year, as determined pursuant to Subsection (C)(2) of this Section 2.02, **plus** (b) the amount due each Taxing Entity with respect to the Improvements for such tax year, as determined pursuant to Subsection (C)(4) of this Section 2.02.

(6) The parties recognize that the purpose of the Project is to create or retain permanent private sector jobs in Jefferson County. Accordingly, the parties have agreed that the amount of payments in lieu of taxes payable with respect to the Addition Premises shall bear a direct relationship to the success or lack of success of the Project in achieving this goal. Therefore, as specific inducement for Agency entering into this Payment in Lieu of Tax Agreement, the Company shall retain and create the average number of full time equivalent employees (1820 hours equaling one full time equivalent employee) employed at the Project Facility or equivalent jobs set forth within the Company's Application, during the term of this Payment in Lieu of Tax Agreement. The Company pledges commercially reasonable efforts to hire persons from the Jefferson County, New York work force. The Company shall promptly provide employment figures to the Agency as requested.

(D) Additional Amounts in Lieu of Taxes. Commencing on the first tax year following the date on which Battery Storage is added to the Project Facility ("**Additional Facilities**") the Company agrees to make additional annual payments in lieu of property taxes with respect to such Additional Facilities (such additional payments being hereinafter collectively referred to as "**Additional Payments**") to the Receivers of Taxes with respect to such Additional Facilities, as follows:

Year	Additional Payments
1	\$1,809.10
2	\$1,772.92
3	\$1,737.46
4	\$1,702.71
5	\$1,668.66
6	\$1,635.28
7	\$1,602.58
8	\$1,570.53
9	\$1,539.12
10	\$1,508.33
11	\$1,478.17
12	\$1,448.60
13	\$1,419.63
14	\$1,391.24
15	\$1,363.41

(E) Statements. Pursuant to Section 858(15) of the Act, the Agency agrees to give each Taxing Entity a copy of this Payment in Lieu of Tax Agreement within fifteen (15) days of the execution and delivery hereof, together with a request that a copy hereof be given to the appropriate officer or officers of the respective Taxing Entities responsible for preparing the tax rolls for said Tax Entities (each, a "**Tax Billing Officer**") and a request that said Tax Billing Officers submit to the Company and to the appropriate Receiver of Taxes periodic statements specifying the amount and due date or dates of the payments due each Taxing Entity hereunder, such periodic statements to be submitted to the Company at approximately the times that tax bills are mailed by such Taxing Entities.

(F) Time of Payments. The Company agrees to pay the amounts due hereunder to the Receivers of Taxes for the benefit of each particular Taxing Entity in any fiscal tax year to the appropriate Receiver of Taxes within the period that such Taxing Entity allows payment of taxes levied in such fiscal tax year without penalty. The Company shall be entitled to receive receipts for such payments. Unless otherwise indicated by the Tax Billing Office for said Tax Entities, the Company agrees to pay annually to the Receiver of Taxes as a payment in lieu of taxes, on or before September 1 of each year beginning February 1, 2021, and thereafter February 1 of each year during the term hereof for School, County and Town Taxes, respectively, an amount equal to the annual PILOT Payments.

(G) Method of Payment. All payments by the Company hereunder shall be paid to the Receivers of Taxes in lawful money of the United States of America. The Receivers of Taxes shall in turn distribute the amounts so paid to the various Taxing Entities entitled to same.

SECTION 2.03 CREDIT FOR TAXES PAID.

(A) Amount of Credit. The parties hereto acknowledge and agree that the obligation of the Company to make the payments provided in Section 2.02 of this Payment in Lieu of Tax Agreement shall be in addition to any and all other taxes and governmental charges of any kind whatsoever which the Company may be required to pay under the Agency Lease. It is understood and agreed, however, that, should the Company pay in any fiscal tax year to any Taxing Entity any amounts in the nature of general property taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Project Facility or the interest therein of the Company or the occupancy thereof by the Company (but not including, by way of example, (1) sales and use taxes, and (2) special assessments, special ad valorem levies or governmental charges in the nature of utility charges, including but not limited to water, solid waste, sewage treatment or sewer or other rents, rates or charges), then the Company's obligation to make payments in lieu of property taxes attributed to such fiscal tax year to such Taxing Entity hereunder shall be reduced by the amounts which the Company shall have so paid to such Taxing Entity in such fiscal tax year, but there shall be no cumulative or retroactive credit as to any payment in lieu of property taxes due to any other Taxing Entity or as to any payment in lieu of property taxes due to such Taxing Entity in any other fiscal tax year.

(B) Method of Claiming Credits. If the Company desires to claim a credit against any particular payment in lieu of tax due hereunder, the Company shall give the governing body of the affected Taxing Entity and the Agency prior written notice of its intention to claim any credit pursuant to the provision of this Section 2.03, said notice to be given by the Company at least thirty (30) days prior to the date on which such payment in lieu of tax is due pursuant to the provisions of Section 2.02(G) hereof. In the event that the governing body of the appropriate Taxing Entity desires to contest the Company's right to claim such credit, then said governing body, the Agency and the Company shall each select an arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall meet the qualifications set forth in Section 2.02(B) hereof, which arbitrators shall, at the sole cost and expense of the Company, determine whether the Company is entitled to claim any credit pursuant to the provisions of this Section 2.03 and, if so, the amount of the credit to which the Company is entitled. It is understood that the arbitrators are empowered to confirm the amount of the credit claimed by the Company or to determine a lower or higher credit. When the Company shall have given notice, as provided herein, that it claims a credit, the amount of any payment in lieu of property taxes due hereunder against which the credit may be claimed may be withheld (to the extent of the credit claimed by the Company, but only to the extent that such credit may be claimed against said payment in lieu of taxes pursuant to the provisions of this Section 2.03) until the decision of the arbitrators is rendered. After the decision of the arbitrators is rendered,

the payment in lieu of taxes due with respect to any reduction or disallowance by the arbitrators in the amount of the credit claimed by the Company shall, to the extent withheld as aforesaid, be immediately due and payable and shall be paid by the Company within thirty (30) days of said decision.

SECTION 2.04. LATE PAYMENTS.

(A) First Month. Pursuant to Section 874(5) of the Act, if the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due, the Company shall pay the same, together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due and such delinquency shall continue beyond the first month, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the affected Taxing Entity until such payment in default shall have been made in full, and the Company shall pay the same to the affected Taxing Entity together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

ARTICLE III LIMITED OBLIGATION

SECTION 3.01. NO RECOURSE; LIMITED OBLIGATION OF THE AGENCY.

(A) No Recourse. All obligations, covenants, and agreements of the Agency contained in this Payment in Lieu of Tax Agreement shall be deemed to be the obligations, covenants, and agreements of the Agency and not of any member, officer, agent, servant or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this Payment in Lieu of Tax Agreement, or otherwise based upon or in respect of this Payment in Lieu of Tax Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent (other than the Company), servant or employee, as such, of the Agency or any successor public benefit corporation or political subdivision or any person executing this Payment in Lieu of Tax Agreement on behalf of the Agency, either directly or through the Agency or any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement, it being expressly understood that this Payment in Lieu of Tax Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, officer, agent (other than the Company), servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement under or by reason of the obligations,

covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent (other than the Company), servant or employee under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Payment in Lieu of Tax Agreement by the Agency.

(B) Limited Obligation. The obligations, covenants and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or Jefferson County, New York, and neither the State of New York nor Jefferson County, New York shall be liable thereon, and further such obligations, covenants and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility (except for revenues derived by the Agency with respect to the Unassigned Rights, as defined in the Agency Lease).

(C) Further Limitation. Notwithstanding any provision of this Payment in Lieu of Tax Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (1) the Agency shall have been requested to do so in writing by the Company, and (2) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity and an agreement from the Company to defend and hold harmless the Agency satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

ARTICLE IV EVENTS OF DEFAULT

SECTION 4.01. EVENTS OF DEFAULT.

Any one or more of the following events shall constitute an event of default under this Payment in Lieu of Tax Agreement, and the terms "**Event of Default**" or "**default**" shall mean, whenever they are used in this Payment in Lieu of Tax Agreement, any one or more of the following events:

(A) Failure of the Company to pay when due any amount due and payable by the Company pursuant to this Payment in Lieu of Tax Agreement and continuance of said failure for a period of fifteen (15) days after written notice to the Company stating that such payment is due and payable;

(B) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder (other than as referred to in paragraph (A) above) and continuance of such failure for a period of thirty (30) days after written notice to the Company specifying the nature of such failure and requesting that it be remedied; provided that if such default cannot reasonably be cured within such thirty (30) day period and if the Company shall have commenced action to cure the breach of covenant, condition or agreement within said thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as the Company shall require in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of ninety (90) days in the aggregate from the date of default;

(C) Any warranty, representation or other statement by or on behalf of the Company contained in this Payment in Lieu of Tax Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Payment in Lieu of Tax Agreement and (1) shall be materially adverse to the Agency at the time when the notice referred to below shall have been given to the Company and (2) if curable, shall not have been cured within thirty (30) days after written notice of such incorrectness shall have been given to a responsible officer of the Company, provided that if such incorrectness cannot reasonably be cured within said thirty-day period and the Company shall have commenced action to cure the incorrectness within said thirty-day period and, thereafter, diligently and expeditiously proceeds to cure the same, such thirty-day period shall be extended for so long as the Company shall require, in the exercise of due diligence, to cure such default; or

(D) A default under the Company Lease, the Agency Lease or the Project Agreement.

SECTION 4.02. REMEDIES ON DEFAULT.

(A) General. Whenever any Event of Default shall have occurred with respect to this Payment in Lieu of Tax Agreement, the Agency (or if such Event of Default concerns a payment required to be made hereunder to any Taxing Entity, then with respect to such Event of Default such Taxing Entity) may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Payment in Lieu of Tax Agreement.

(B) Cross-Default. In addition, an Event of Default hereunder shall constitute an event of default under Article X of the Agency Lease. Upon the occurrence of an Event of Default hereunder resulting from a failure of the Company to make any payment required hereunder, the Agency shall have, as a remedy therefor under the Agency Lease, among other remedies, the right to terminate the Agency Lease and convey the Project Facility to the Company, thus subjecting the Project Facility to immediate full taxation pursuant to Section 520 of the Real Property Tax Law of the State.

(C) Separate Suits. Each such Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises. Each such Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

(D) Venue. The Company irrevocably agrees that any suit, action or other legal proceeding arising out of this Payment in Lieu of Tax Agreement may be brought in the courts of record of the State, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

SECTION 4.03. PAYMENT OF ATTORNEY'S FEES AND EXPENSES.

Pursuant to Section 874(6) of the Act, if the Company should default in performing any of its obligations, covenants or agreements under this Payment in Lieu of Tax Agreement and the Agency or any Taxing Entity should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency or such Taxing Entity, as the case may be, not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.04. REMEDIES; WAIVER AND NOTICE.

(A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency or any Taxing Entity is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Payment in Lieu of Tax Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Agency or any Taxing Entity to exercise any remedy reserved to it in this Payment in Lieu of Tax Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Payment in Lieu of Tax Agreement.

(D) No Waiver. In the event any provision contained in this Payment in Lieu of Tax Agreement should be breached by any party and thereafter duly waived by the other

party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Payment in Lieu of Tax Agreement shall be established by conduct, custom or course of dealing.

ARTICLE V MISCELLANEOUS

SECTION 5.01. TERM.

(A) General. This Payment in Lieu of Tax Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the approval of this Payment in Lieu of Tax Agreement by resolution of the Agency and the execution and delivery of this Payment in Lieu of Tax Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Payment in Lieu of Tax Agreement shall continue to remain in effect until the earlier to occur of (1) the termination of this PILOT Agreement or (2) the date on which the Project Facility is reconveyed by the Agency to the Company pursuant to Article VII of the Agency Lease.

(B) Extended Term. In the event that (1) the Project Facility shall be reconveyed to the Company, (2) on the date on which the Company obtains the Agency's interest in the Project Facility, the Project Facility shall be assessed as exempt upon the assessment roll of any one or more of the Taxing Entities, and (3) the fact of obtaining title to the Agency's interest in the Project Facility shall not immediately obligate the Company to make pro-rata tax payments pursuant to legislation similar to Chapter 635 of the 1978 Laws of the State (codified as subsection 3 of Section 302 of the Real Property Tax Law and Section 520 of the Real Property Tax Law), this Payment in Lieu of Tax Agreement shall remain in full force and effect and the Company shall be obligated to make payments to the Receiver of Taxes in amounts equal to those amounts which would be due from the Company to the respective Taxing Entities if the Project Facility were owned by the Company and not the Agency until the first tax year in which the Company shall appear on the tax rolls of the various Taxing Entities having jurisdiction over the Project Facility as the legal owner of record of the Project Facility.

SECTION 5.02. FORM OF PAYMENTS.

The amounts payable under this Payment in Lieu of Tax Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS.

Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS.

This Payment in Lieu of Tax Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES.

(A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, property addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Notices Given by Taxing Entities. Notwithstanding the foregoing, notices of assessment or reassessment of the Project Facility and other notices given by a Taxing Entity under Article II hereof shall be sufficiently given and shall be deemed given when given by the Taxing Entity in the same manner in which similar notices are given to owners of taxable properties by such Taxing Entity.

(C) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

OYA Robinson Road LLC
144 Front Street, Suite 310
Toronto, Ontario, Canada M5J2L7
Attn:

WITH A COPY TO:

IT TO AGENCY:

Jefferson County Industrial Development Agency
800 Starbuck Avenue
Watertown, New York 13601

Attn: Chief Executive Officer
WITH A COPY TO:

Barclay Damon LLP
120 Washington Street, Suite 500
Watertown, New York 13601
Attn: Joseph W. Russell, Esq.

(D) Copies. A copy of any notice given hereunder by the Company which affects in any way a Taxing Entity shall also be given to the chief executive officer of such Taxing Entity.

IF TO THE AGENCY:

Jefferson County Industrial Development Agency
800 Starbuck Avenue
Watertown, New York 13601
Attention: Chief Executive Officer

WITH A COPY TO:

Barclay Damon LLP
120 Washington Street, Suite 500
Watertown, New York 13601
Attn: Joseph W. Russell, Esq.

(D) Copies. A copy of any notice given hereunder by the Company which affects in any way a Taxing Entity shall also be given to the chief executive officer of such Taxing Entity.

(E) Change of Address. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.06. BINDING EFFECT.

This Payment in Lieu of Tax Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Payment in Lieu of Tax Agreement are intended to be for the benefit of the Agency and the respective Taxing Entities.

SECTION 5.07. SEVERABILITY.

If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Payment in Lieu of Tax Agreement shall for any reason be held or adjudged

to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Payment in Lieu of Tax Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

SECTION 5.08. COUNTERPARTS.

This Payment in Lieu of Tax Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.09. APPLICABLE LAW.

This Payment in Lieu of Tax Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

**JEFFERSON COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

BY: _____
Donald C. Alexander, CEO

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

On the ____ day of February, 2020, before me, the undersigned, a notary public in and for said state, personally appeared **Donald C. Alexander** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Signature Page to PILOT Agreement
Page 1 of 2

OYA ROBINSON ROAD LLC

By: _____

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of February, 2020, before me, the undersigned, a notary public in and for said state, 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Signature Page to PILOT Agreement
Page 2 of 2

EXHIBIT A

ALL THAT PARCEL OF LAND located in the Town of Orleans, County of Jefferson and State of New York, bounded and described as follows:

Cost-Benefit Analysis for OYA WAYSIDE DRIVE SOLAR

Prepared by Jefferson County LDC using InformAnalytics

Executive Summary

INVESTOR
OYA WAYSIDE DRIVE,
LLC

TOTAL INVESTED
\$10.3 Million

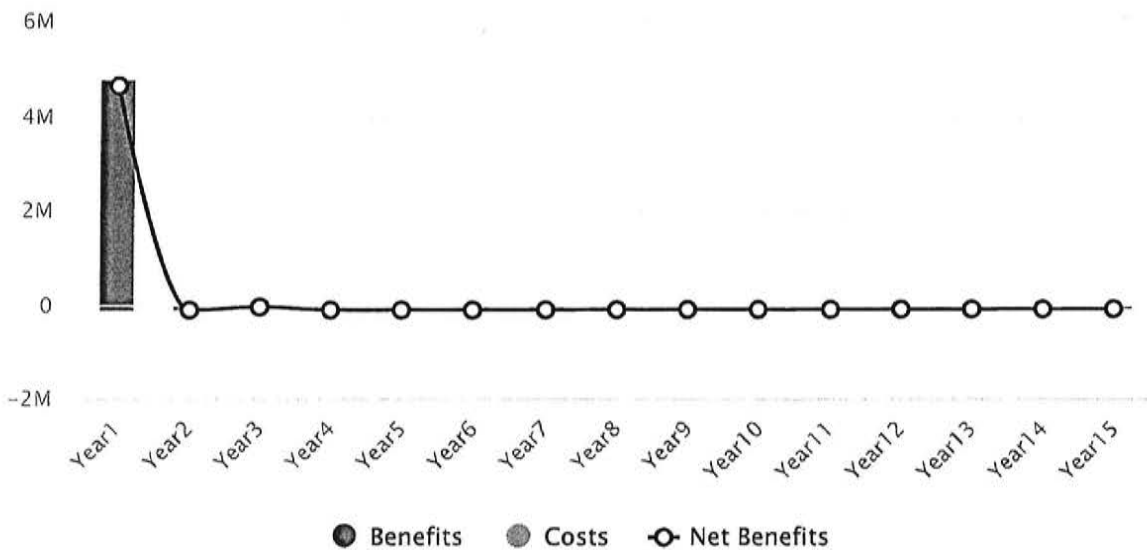
LOCATION
22471 Wayside Drive
, Town of Pamela,
Watertown, NY
13601

TIMELINE
15 Years

F1 FIGURE 1

Discounted* Net Benefits for OYA WAYSIDE DRIVE SOLAR by Year

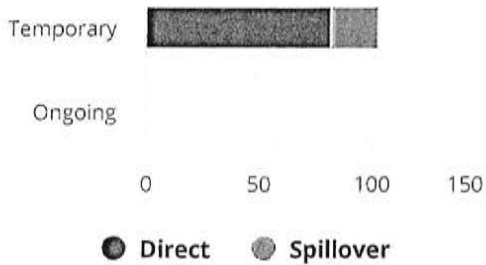
Total Net Benefits: \$3,030,000



Discounted at 2%

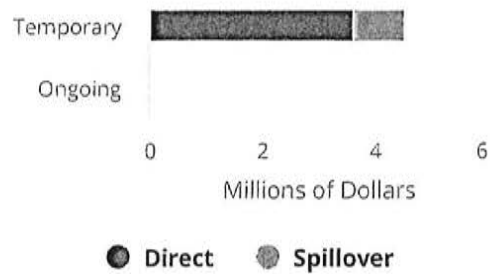
F2 FIGURE 2

Total Jobs



F3 FIGURE 3

Total Payroll



Proposed Investment

OYA WAYSIDE DRIVE, LLC proposes to invest \$10.3 million at 22471 Wayside Drive , Town of Pamela, Watertown, NY 13601 over 15 years. Jefferson County LDC staff summarize the proposed with the following:
5mw solar with storage

T1 TABLE 1

Proposed Investments

Description	Amount
CONSTRUCTION SPENDING	
Community Distributed Generation	\$10,321,000
5 MW Solar Power Array	\$0
Total Investments	\$10,321,000
Discounted Total (2%)	\$10,321,000

May not sum to total due to rounding.

F4 FIGURE 4

Location of Investment

Cost-Benefit Analysis

A cost-benefit analysis of this proposed investment was conducted using InformAnalytics, an economic impact model developed by CGR. The report estimates the impact that a potential project will have on the local economy based on information provided by Jefferson County LDC. The report calculates the costs and benefits for specified local taxing districts over the first 15 years, with future returns discounted at a 2% rate.

T2 TABLE 2

Estimated Costs or Incentives

Jefferson County LDC is considering the following incentive package for OYA WAYSIDE DRIVE, LLC.

Description	Nominal Value	Discounted Value*
Property Tax Exemption	\$1,988,000	\$1,734,000
Total Costs	\$1,988,000	\$1,734,000

May not sum to total due to rounding.

* Discounted at 2%

T3 TABLE 3

State & Regional Impact (Life of Project)

The following table estimates the total benefits from the project over its lifetime.

Description	Direct	Spillover	Total
REGIONAL BENEFITS	\$3,620,000	\$890,000	\$4,510,000
To Private Individuals	\$3,563,000	\$877,000	\$4,441,000
Temporary Payroll	\$3,563,000	\$877,000	\$4,441,000
To the Public	\$56,000	\$13,000	\$69,000
Property Tax Revenue	\$3,000	N/A	\$3,000
Temporary Sales Tax Revenue	\$53,000	\$13,000	\$66,000
STATE BENEFITS	\$203,000	\$50,000	\$253,000
To the Public	\$203,000	\$50,000	\$253,000
Temporary Income Tax Revenue	\$158,000	\$39,000	\$197,000
Temporary Sales Tax Revenue	\$46,000	\$11,000	\$57,000
Total Benefits to State & Region	\$3,823,000	\$940,000	\$4,763,000
Discounted Total Benefits (2%)	\$3,823,000	\$940,000	\$4,763,000

May not sum to total due to rounding.

T4 TABLE 4

Benefit to Cost Ratio

The following benefit to cost ratios were calculated using the discounted totals.

Description	Benefit*	Cost*	Ratio
Region	\$4,510,000	\$1,734,000	3:1
State	\$253,000	\$0	N/A
Grand Total	\$4,763,000	\$1,734,000	3:1

May not sum to total due to rounding.

* Discounted at 2%

CGR has exercised reasonable professional care and diligence in the the production and design of the InformAnalytics™ tool. However, the data used is provided by users. InformAnalytics does not independently verify, validate or audit the data supplied by users. CGR makes no representations or warranties with respect to the accuracy of the data supplied by users.

SUPPLEMENT TO CGR COST/BENEFIT ANALYSIS

Jefferson County Industrial Development Agency			
Project Summary		Date	7/2/2020
Project	OYA Wayside Drive	Project #	
Location	22421 Wayside Drive, Watertown, NY 13601	School	General Brown
Tax Parcel	74.00-1-6	Project Type	5MW Solar with Storage
Total Taxes	\$2,466	Village	
Community Distributed Generation		Town	Pamela

The attached Report prepared using the CGR Cost/Benefit Analysis Program shows a Benefit to Cost Ratio of 3 to 1.

Regional and State discounted (2%) benefits total \$4,763,000; these benefits are all associated with the construction of the project, and all fall within the first year.

It appears the Costs associated with this project are all related to Property Tax Exemption. It also appears these costs are calculated by using what full taxes would be on the full assessment of the property compared to PILOT payments.

I used the assessment of \$4,470,000. developed by Emminger, Newton Pigeon and Magyar, Inc., prepared for the C OYA 5 MW , Robinson Road Facility.

Using this Assessment and applying the 2020 Tax Rates, the full taxation would be \$135,788.37. Keeping this calculation steady for 15 years indicates full taxation to be \$2,036,825. compared to total PILOT payments for this same time period of \$473,021.; a difference of \$1,562,805.

The CGR Program uses different inflation factors and discount factors for calculations of taxes over a period of time.

I believe there is no, or very little cost associated with this project. Actually a better comparison would be a comparison of the total PILOT payments over the 15 year period. Total PILOT payments based on ths schedule developed for the OYA Robinson Road project, and adding the additional payment for a storage project would develop \$473,021. The parcel is currently paying \$2,466 per year in taxes; over the 15 year period total taxes will be approximately \$36,990. The PILOT gives the taxing jurisdictions a net gain of approximately \$436,031.

This project also allows the public to buy electricity at a discounted rate; the CGR Program does not quantify this benefit.

Another benefit not quantified by the program is the contribution these projects make to the Governor's clean energy goals.

AUTHORIZING RESOLUTION

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A meeting of Jefferson County Industrial Development Agency (the "**Agency**") was convened in public session at the offices of the Agency at 800 Starbuck Avenue, in the City of Watertown, Jefferson County, New York on August 6, 2020 at 9:00 a.m., local time.

The meeting was called to order by the Chairperson and, upon being called, the following members of the Agency were:

PRESENT:

ABSENT:

FOLLOWING PERSONS WERE ALSO PRESENT:

The following resolution was offered by _____, seconded by _____
to wit;

Resolution No.: 08.06.2020.09

RESOLUTION OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD THE LEASE-LEASEBACK TRANSACTION WITH OYA WAYSIDE DRIVE LLC, (THE "COMPANY") FOR THE PURPOSE OF THE CONSTRUCTION AND INSTALLATION OF A FIVE MEGAWATT SOLAR PHOTO-VOLTAIC COMMUNITY ENERGY GENERATION AND DISTRIBUTION FACILITY ON A PARCEL LOCATED IN THE TOWN OF PAMELIA.

WHEREAS, Jefferson County Industrial Development Agency (the "**Agency**") is authorized and empowered by the provisions of Chapter 1030 of Laws of 1969 of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "**Enabling Act**") and Chapter 369 of the 1971 Laws of New York, as amended, constituting Section 892-e of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "**Act**") to promote, develop, encourage and assist in the acquiring, constructing, renovating, improving, maintaining, equipping and furnishing of commercial facilities, among others, for the purpose of promoting,

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attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, pursuant to an application, including a cost benefits analysis (the "**Application**"), submitted to the Agency by the Company wherein the Agency has been requested to consider undertaking a project (the "**Project**"), consisting of the following:

(A) (1) The acquisition of an interest in a certain parcel of land located in the Town of Pamela and identified on the latest completed assessment roll for the Town of Pamela as tax parcel 74.09-1-6, County of Jefferson, New York (the "**Land**"), as more particularly described in the PILOT Agreement, and

(2) The construction and installation on the Land of a five megawatt solar photo-voltaic community energy generation and distribution facility (the "**Project**") (the Land and the Project being collectively referred to as the "**Project Facilities**"); and

(B) The granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including exemption from certain real property taxes (the "**Financial Assistance**"); and

(C) The lease or sale of the Project Facilities to the Companies or such other person as may be designated by the Companies and agreed upon by the Agency; and

WHEREAS, pursuant to a preliminary Inducement Resolution adopted by the members of the Agency on June 4, 2020, the Executive Director of the Agency (A) caused notice of a public hearing of the Agency to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project (the "**Public Hearing**") to be mailed on July 6, 2020, to the chief executive officers of the County, Town and School District in which the Project is to be located, (B) caused notice of the Public Hearing to be published on July 7, 2020, in the Watertown Daily Times, a newspaper of general circulation available to residents of the County of Jefferson, (C) conducted the Public Hearing virtually via Zoom in conformity with the Executive Orders issued by the Governor on July 17, 2020, at 9:30 o'clock a.m., local time from the Agency offices located at 800 Starbuck Ave, Watertown, New York 13601, (D) prepared a report of the Public Hearing which fairly summarized the views presented at said Public Hearing and distributed same to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act"), and the regulations (the "Regulations") adopted pursuant thereto by the Department of

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Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), the members of the Agency adopted a resolution on June 4, 2020 (the "SEQR Resolution") by which the Agency determined (A) that the Project constitutes a "Type 1 Action", (B) that the review procedures outlined in the Regulations was conducted by the Town of Pamela Planning Board which issued its negative declaration determination of non-significance, and that although the Agency was not included as an involved agency in the review, the members of the Agency reviewed the record of the proceedings before the Town of Pamela Planning Board and the full environmental assessment form and concurred with the Planning Board's determination (C) that the Project will not have a "significant effect on the environment" pursuant to SEQRA and, therefore that no environmental impact statement need be prepared with respect to the Project, and (D) that a negative declaration would be prepared with respect to the Project; and

WHEREAS, in order to consummate the Project and the granting of the Financial Assistance described in the notice of the Public Hearing, the Agency proposes to enter into the following documents with the Company (hereinafter collectively referred to as the "**Agency Documents**");

- (A) A lease to the Agency (and a memorandum thereof) for the Project (the "**Underlying Lease**") by and between the Company, as landlord, and the Agency, as tenant pursuant to which the Company will lease to the Agency the Project Facilities;
- (B) A lease agreement (and a memorandum thereof) for the Project (the "**Lease Agreement**") by and between the Agency and the Company, pursuant to which, among other things, the Company agree to undertake the Project as agent of the Agency and the Company further agree to lease the Project Facilities from the Agency and to pay all legal fees and expenses incurred by the Agency with respect to the Project;
- (C) A payment in lieu of tax agreement (the "**Payment in Lieu of Tax Agreement**" or the "**PILOT**") for the Project by and between the Agency and the Company, pursuant to which the Company will agree to make certain payments in lieu of taxes with respect to the Project Facilities; and
- (D) Various certificates relating to the Project (the "**Closing Documents**"); and

WHEREAS, the Agency has given due consideration to the Application and to the representations by the Company that the granting by the Agency of the Financial Assistance with respect to the Project will be in an inducement to the Company to undertake the Project in Jefferson County, New York; and

WHEREAS, the Company and the Agency have agreed on a certain Payment in Lieu of Taxes Agreement and Distribution Schedules to the Taxing Jurisdictions of such payments in lieu of taxes in substantially the form and affect and appears at **Exhibit "A"** to this Resolution.

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NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1 The Agency hereby finds and determines that:

- (A) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and
- (B) The Project constitutes a "project", as such term is defined in the Act; and
- (C) The acquisition of the Project Facilities and the lease of the Project Facilities to the Company will promote and maintain the job opportunities, general prosperity and economic welfare of the citizens of Jefferson County, New York and the State of New York and improve their standard of living; and
- (D) It is desirable and in the public interest for the Agency to grant to the Company the relief provided by the Payment In Lieu of Taxes Agreement, and to enter into the Agency Documents upon the satisfaction of all conditions thereto.

Section 2 In consequence of the foregoing, the Agency hereby determines that the granting of the financial assistance by the Agency with respect to the Project, through the granting of various tax exemptions described herein, and set forth on the exhibits attached hereto, will promote the job opportunities, health, general prosperity and economic welfare of the inhabitants of Jefferson County, New York and the State of New York, and improve their standard of living, and thereby serve the public purposes of the Act.

Section 3 In consequence of the foregoing, and subject to the satisfactions of any conditions as imposed herein or as may be required by the Act, the Agency hereby determines to:

- (A) Proceed with the Project;
- (B) Acquire the Project Facilities;
- (C) Accept an Underlying Leases of the Project on terms to be determined by the Agency;
- (D) Lease the Project Facilities to the Company pursuant to a Lease Agreement on terms to be determined by the Agency;
- (E) Enter into the Payment in Lieu of Tax Agreement in the form and substance as attached hereto; and
- (F) Execute and deliver the other Agency Documents upon terms and conditions satisfactory to the Chief Executive Officer; and

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(G) Execute and deliver the Closing Documents upon terms and conditions satisfactory to the Chief Executive Officer; and

(H) Grant the Financial Assistance with respect to the Project.

Section 4 The Agency is hereby authorized to acquire a leasehold interest in the Project Facilities pursuant to an Underlying Lease and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 5 The Agency is hereby authorized to lease the Project Facilities back to the Company pursuant to the Lease Agreement and to do all things necessary or appropriate to renovate, construct and equip the Project pursuant to the terms of the Lease Agreement.

Section 6 (A) The Chief Executive Officer of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Agency Documents and, where appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency thereto and to attest the same, all in substantially the forms thereof presented to this meeting, with such changes, variations, omissions and insertions thereto as the Chief Executive Officer shall approve, the execution thereof by the Chief Executive Officer to constitute conclusive evidence of such approval.

(B) The Chief Executive Officer of the Agency is hereby further authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement).

Section 7 The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing Resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 8 The Agency hereby determines and finds that the Project is a qualifying industrial project, and falls within the provisions of the Agency's Uniform Tax Exempt Policy, and therefore the consent of the Affected Taxing Jurisdictions is not required.

Section 9 This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

David J. Converse

VOTING **DRAFT**

John Jennings

VOTING _____

Robert E. Aliasso, Jr.

VOTING _____

W. Edward Walldroff

VOTING _____

Paul Warneck

VOTING _____

William Johnson

VOTING _____

Lisa L'Huillier

VOTING _____

The foregoing Resolution was thereupon declared and duly adopted.

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EXHIBIT "A" TO AUTHORIZING RESOLUTION

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

OYA WAYSIDE DRIVE LLC

PAYMENT IN LIEU OF TAX AGREEMENT

DATED AS OF

, 2020

**RELATING TO THE PREMISES LOCATED AT
22421 WAYSIDE DRIVE, TOWN OF PAMELIA,
COUNTY OF JEFFERSON AND STATE OF NEW YORK**

PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT dated as of _____, 2020 (the "*Payment in Lieu of Tax Agreement*") by and between JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a public benefit corporation organized and existing under the laws of the State of New York, having and office at 800 Starbuck Avenue, Watertown, New York 13601 (the "*Agency*"), and OYA WAYSIDE DRIVE LLC a limited liability company organized under the laws of the State of Delaware, having its office at 144 Front Street, Suite 310, Toronto, Ontario, Canada M5J2L7 (the "*Company*").

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "*Enabling Act*") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "*State*") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 369 of the Laws of 1971 of the State as amended and constituting section 892-e of the General Municipal Law (collectively, with the Enabling Act, the "*Act*") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, the members of the Agency, adopted a resolution on June 4, 2020 (the "*Preliminary Inducement Resolution*"), pursuant to which the Agency agreed to accept an application (the "*Application*") from the Company and further agreed to consider undertaking a project (the "*Project*") consisting of the following: (A)(i) the acquisition of an interest in vacant land located at 22421 Wayside Drive, Town of Pamelia, New York (the "*Land*"); (ii) the construction of solar modules, racking to mount the solar modules, inverters and transformers and assorted electrical components and wiring, all located on

the Land (collectively, the "**Facility**"); (iii) the acquisition and installation in and at the Land and Facility of fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance in the form of potential exemptions real property taxes and (except as limited by Section 874 of the General Municipal Law) (the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, installation, equipping and completion of the Project Facility; and (D) the lease of the Land, Facility and Equipment by the Agency pursuant to a lease agreement from the Company to the Agency; and the lease of the Project Facility back to the Company pursuant to a sublease agreement; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "**SEQR Act**") and the regulations (the "**Regulations**") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "**SEQRA**"), the Agency adopted an Environmental Resolution on June 4, 2020, and determined that the Project would not have a significant adverse effect on the environment, and issued a negative declaration for the Project, a copy of which was provided to and is binding upon the Agency (the "**SEQRA Determination**"); and

WHEREAS, by further resolution adopted by the members of the Agency on August 6, 2020 (the "**Resolution**"), the Agency determined to grant the Financial Assistance and to enter into a lease agreement (the "**Agency Lease**") between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Agency Lease, the "**Basic Documents**"); and

WHEREAS, pursuant to the terms of the Agency Lease, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company for a lease term ending on the earlier to occur of (1) termination of this PILOT Agreement or (2) the date on which the Agency Lease is terminated pursuant to the optional termination provisions thereof; and

WHEREAS, the Agency Lease grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Agency Lease (the "**Closing**"), (A) the Company will execute and deliver to the Agency a certain lease to agency dated as of _____, 2020 (the "**Company Lease**") by and between the Company, as landlord and the Agency, as tenant pursuant to which the Company will lease to the Agency the Land and all improvements and Equipment now or hereafter located on the land (collectively, the "**Premises**") for a lease term ending on _____, 2035, (B) the Company and the Agency will execute and deliver the Payment in Lieu of Tax Agreement, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, (C) the Agency will file with the assessor and mail

to the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "**Real Property Tax Exemption Form**") relating to the Project Facility and the Payment in Lieu of Tax Agreement, and (D) the Agency will file with the New York State Department of Taxation and Finance the form entitled "**IDA Appointment of Project Operator or Agent for Sales Tax Purposes**" (the form required to be filed pursuant to Section 874(9) of the Act) (the "**Thirty-Day Sales Tax Report**"); and

WHEREAS, under the present provisions of the Act and Section 412-a of the Real Property Tax Law of the State of New York (the "**Real Property Tax Law**"), the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, pursuant to the provisions of Section 6.6 of the Agency Lease, the Company has agreed to make payments in lieu of taxes with respect to the Project Facility in an amount equivalent to normal taxes, provided that, so long as this Payment in Lieu of Tax Agreement shall be in effect, the Company shall during the term of this Payment in Lieu of Tax Agreement make payments in lieu of taxes in the amounts and in the manner provided in this Payment in Lieu of Tax Agreement, and during such period the provisions of Section 6.6 of the Agency Lease shall not control the amounts due as payment in lieu of taxes with respect to that portion of the Project Facility which is covered by this Payment in Lieu of Tax Agreement; and

WHEREAS, all things necessary to constitute this Payment in Lieu of Tax Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Payment in Lieu of Tax Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, in consideration of the matters above recited, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I

REPRESENTATIONS AND WARRANTIES

SECTION 1.00. RECITALS AND DEFINITIONS.

The foregoing recitals are incorporated herein as if fully set forth. Terms not otherwise defined herein shall have the meanings ascribed thereto in the Agency Lease, dated as of _____, 2020 by and between the Company and the Agency (the "**Agency Lease**").

SECTION 1.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY.

The Agency does hereby represent, warrant and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State of New York to enter into the transactions contemplated by this Payment in Lieu of Tax Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement hereunder.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

SECTION 1.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY.

The Company does hereby represent, warrant and covenant as follows:

(A) Power. The Company is a limited liability company duly authorized to do business in the State of New York and has the power under the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement, and by proper action of its members has been duly authorized to execute, deliver and perform this Payment in Lieu of Tax Agreement.

(B) Authorization. The Company is authorized and has the power under its articles of organization, operating agreement and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper action of its members, the

Company has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by (and the execution, delivery and performance of this Payment in Lieu of Tax Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Payment in Lieu of Tax Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its Articles of Organization or Operating Agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Payment in Lieu of Tax Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this Payment in Lieu of Tax Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Payment in Lieu of Tax Agreement by the Company or as a condition to the validity of this Payment in Lieu of Tax Agreement.

ARTICLE II COVENANTS AND AGREEMENTS

SECTION 2.01. TAX-EXEMPT STATUS OF THE PROJECT FACILITY.

(A) Assessment of the Project Facility. Pursuant to Section 874 of the Act and Section 412-a of the Real Property Tax Law, the parties hereto understand that, upon acquisition of a leasehold interest in the Project Facility by the Agency and the filing by the Agency of a New York State Board of Real Property Services Form RP-412-a (a "*Real Property Tax Exemption Form*") with respect to the Project Facility, and for so long thereafter as the Agency shall own such leasehold interest in the Project Facility, the Project Facility shall be assessed by the various taxing entities having jurisdiction over the

Project Facility, including, without limitation, any county, city, school district, town, village or other political unit or units wherein the Project Facility is located (such taxing entities being sometimes collectively hereinafter referred to as the "***Taxing Entities***", and each of such Taxing Entities being sometimes individually hereinafter referred to as a "***Taxing Entity***") as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to the acquisition by the Agency of the leasehold interest to the Project Facility created by the Agency Lease and the filing of the Real Property Tax Exemption Forms. The Company shall, promptly following acquisition by the Agency of the leasehold interest to the Project Facility created by the Company Lease, take such action as may be necessary to ensure that the Project Facility shall be assessed as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to such acquisition by the Agency, including ensuring that a Real Property Tax Exemption Form shall be filed with the appropriate officer or officers of each respective Taxing Entity responsible for assessing properties on behalf of each such Taxing Entity (each such officer being hereinafter referred to as an "***Assessor***"). For so long thereafter as the Agency shall own such leasehold interest in the Project Facility, the Company shall take such further action as may be necessary to maintain such exempt assessment with respect to each Taxing Entity. The parties hereto understand that the Project Facility shall not be entitled to such tax-exempt status on the tax rolls of any Taxing Entity until the first tax year of such Taxing Entity following the tax status date of such Taxing Entity occurring subsequent to the date upon which the Agency becomes the owner of record of such leasehold interest in the Project Facility and the Real Property Tax Exemption Forms are filed with the Assessors. Pursuant to the provisions of the Agency Lease, the Company will be required to pay all taxes and assessments lawfully levied and/or assessed against the Project Facility, including taxes and assessments levied for the current tax year and all subsequent tax years until the Project Facility shall be entitled to exempt status on the tax rolls of the respective Taxing Entities. The Agency will cooperate with the Company to obtain and preserve the tax-exempt status of the Project Facility.

(B) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the Act and Section 412-a of the Real Property Tax Law does not entitle the Agency to exemption from special assessments and special ad valorem levies. Pursuant to the Agency Lease, and notwithstanding anything hereto to the contrary, the Company will be required to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Project Facility.

SECTION 2.02. PAYMENTS IN LIEU OF TAXES.

(A) Agreement to Make Payments. The Company agrees that it shall make annual payments in lieu of property taxes in the amounts hereinafter provided to the respective Taxing Entities entitled to receive same pursuant to the provisions hereof. The Company also agrees to give the Assessors a copy of this Payment in Lieu of Tax Agreement. The payments due hereunder shall be paid by the Company to Agency for distribution to the Taxing Entities pursuant to the Agency's Uniform Tax Exemption Policy (the Agency being hereinafter referred to as the "***Receivers of Taxes***").

(B) Valuation of the Project Facility.

(1) The value of the Project Facility for purposes of determining payments in lieu of taxes due hereunder (hereinafter referred to as the "**Assessed Value**") shall be determined by the appropriate Assessors. The Company agrees to give the Assessors a copy of this Payment in Lieu of Tax Agreement. The parties hereto agree that the Assessors shall (a) appraise the Land in the same manner as other similar properties in the general area of the Land, but without giving effect to the Improvements (as defined herein); (b) place an Assessed Value upon the Land, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes, (c) appraise the Facility and any portion of the Equipment assessable as real property pursuant to the New York Real Property Tax Law (collectively with the Facility, the "**Improvements**") in the same manner as other similar properties in the general area of the Improvements, and (d) place an Assessed Value upon the Improvements, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial determination of the Assessed Value of the Improvements and of any change in the Assessed Value of the Land or the Improvements.

(2) If the Company is dissatisfied with the amount of the Assessed Value of the Improvements as initially established or with the amount of the Assessed Value of the Land or the Improvements as changed, and if the Company shall have given written notice of such dissatisfaction to the appropriate Assessor and the Agency within thirty (30) days of receipt by the Company of written notice of the initial establishment of such Assessed Value of the Improvements, or of a change in such Assessed Value of the Land or the Improvements, then the Company shall be entitled to protest before, and to be heard by, the appropriate Assessor and the Agency. If the Agency, the Company and any Assessor shall fail to reach agreement as to the proper Assessed Value of the Project Facility for purposes of determining payments in lieu of taxes due under this Payment in Lieu of Tax Agreement, then the Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Project Facility, with respect to any proposed assessment or change in assessment with respect to the Project Facility by any of the affected Taxing Entities and likewise shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment. Any payments in lieu of taxes due upon the Project Facility may not be withheld by the Company pending determination of the Assessed Value by the appropriate tribunal.

(C) Amount of Payments in Lieu of Taxes. The payments in lieu of taxes to be paid by the Company to the Receivers of Taxes annually on behalf of each Taxing Entity

pursuant to the terms of this Payment in Lieu of Tax Agreement shall be computed separately for each Taxing Entity as follows:

(1) First, determine the amount of general taxes and general assessments (hereinafter referred to as the "**Normal Tax**") which would be payable to each Taxing Entity if the Land was owned by the Company and not the Agency by multiplying (a) the Assessed Value of the Land determined pursuant to Subsection (B)(1)(a) of this Section 2.02, by (b) the tax rate or rates of such Taxing Entity that would be applicable to the Land if the Land was owned by the Company and not the Agency.

(2) In each tax year during the term of this Payment in Lieu of Tax Agreement, commencing on the first tax year following the date on which the Land shall be assessed as exempt on the assessment roll of any Taxing Entity, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Land shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Taxing Entity with respect to the Land for such tax year, as determined pursuant to subsection C(1) of this Section 2.02.

(3) Next, determine the Normal Tax which would be payable to each Taxing Entity if the Facility and any portion of the Equipment assessable as real property pursuant to the New York Real Property Tax Law (collectively with the Facility, the "**Improvements**") were owned by the Company and not the Agency by multiplying (a) the Assessed Value of the Improvements determined pursuant to Subsection (B) of this Section 2.02, by (b) the tax rate or rates of such Taxing Entity that would be applicable to the Improvements if the Improvements were owned by the Company and not the Agency. For the avoidance of doubt, determination of the Normal Tax that would be payable with respect to the Improvements under this subsection shall be solely for reference, and the amounts payable by Company as a payment in lieu of tax with respect to Improvements under this Payment in Lieu of Tax Agreement will be determined in accordance with subsection (4) below.

(4) Notwithstanding the foregoing, specific reference is made to the Table at Schedule "1" to this Agreement, which forms the basis for the calculation of the annual PILOT Payments by the Agency. In each tax year during the term of this Payment in Lieu of Tax Agreement, commencing on the first tax year following the date on which the Improvements shall be assessed as exempt on the assessment roll of any Taxing Entity, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Improvements shall be in the amounts reflected on the following table with respect to the Improvements:

Tax Year Commencing During Fiscal Year	Total PILOT Payment
1	\$35,000.00
2	\$33,404.58
3	\$32,818.97
4	\$32,233.35
5	\$31,647.74
6	\$31,062.12
7	\$30,476.51
8	\$29,890.90
9	\$29,305.28
10	\$28,719.67
11	\$28,134.05
12	\$27,548.44
13	\$26,962.83
14	\$26,377.21
15	\$25,791.60
16 and thereafter	100% of Normal Taxes

(5) In each tax year during the term of this Payment in Lieu of Tax Agreement, commencing on the first tax year following the date on which any portion of the Project Facility shall be assessed as exempt on the assessment roll of any Taxing Entity, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Project Facility shall be the sum of (a) the amount due each Taxing Entity with respect to the Land for such tax year, as determined pursuant to Subsection (C)(2) of this Section 2.02, **plus** (b) the amount due each Taxing Entity with respect to the Improvements for such tax year, as determined pursuant to Subsection (C)(4) of this Section 2.02.

(6) The parties recognize that the purpose of the Project is to create or retain permanent private sector jobs in Jefferson County. Accordingly, the parties have agreed that the amount of payments in lieu of taxes payable with respect to the Addition Premises shall bear a direct relationship to the success or lack of success of the Project in achieving this goal. Therefore, as specific inducement for Agency entering into this Payment in Lieu of Tax Agreement, the Company shall retain and create the average number of full time equivalent employees (1820 hours equaling one full time equivalent employee) employed at the Project Facility or equivalent jobs set forth within the Company's Application, during the term of this Payment in Lieu of Tax Agreement. The Company pledges commercially reasonable efforts to hire persons from the Jefferson County, New York work force. The Company shall promptly provide employment figures to the Agency as requested.

(D) Additional Amounts in Lieu of Taxes. Commencing on the first tax year following the date on which Battery Storage is added to the Project Facility ("**Additional Facilities**") the Company agrees to make additional annual payments in lieu of property taxes with respect to such Additional Facilities (such additional payments being hereinafter collectively referred to as "**Additional Payments**") to the Receivers of Taxes with respect to such Additional Facilities, as follows:

Year	Additional Payments
1	\$1,809.10
2	\$1,772.92
3	\$1,737.46
4	\$1,702.71
5	\$1,668.66
6	\$1,635.28
7	\$1,602.58
8	\$1,570.53
9	\$1,539.12
10	\$1,508.33
11	\$1,478.17
12	\$1,448.60
13	\$1,419.63
14	\$1,391.24
15	\$1,363.41

(E) Statements. Pursuant to Section 858(15) of the Act, the Agency agrees to give each Taxing Entity a copy of this Payment in Lieu of Tax Agreement within fifteen (15) days of the execution and delivery hereof, together with a request that a copy hereof be given to the appropriate officer or officers of the respective Taxing Entities responsible for preparing the tax rolls for said Tax Entities (each, a "**Tax Billing Officer**") and a request that said Tax Billing Officers submit to the Company and to the appropriate Receiver of Taxes periodic statements specifying the amount and due date or dates of the payments due each Taxing Entity hereunder, such periodic statements to be submitted to the Company at approximately the times that tax bills are mailed by such Taxing Entities.

(F) Time of Payments. The Company agrees to pay the amounts due hereunder to the Receivers of Taxes for the benefit of each particular Taxing Entity in any fiscal tax year to the appropriate Receiver of Taxes within the period that such Taxing Entity allows payment of taxes levied in such fiscal tax year without penalty. The Company shall be entitled to receive receipts for such payments. Unless otherwise indicated by the Tax Billing Office for said Tax Entities, the Company agrees to pay annually to the Receiver of Taxes as a payment in lieu of taxes, on or before September 1 of each year beginning February 1, 2021, and thereafter February 1 of each year during the term hereof for School, County and Town Taxes, respectively, an amount equal to the annual PILOT Payments.

(G) Method of Payment. All payments by the Company hereunder shall be paid to the Receivers of Taxes in lawful money of the United States of America. The Receivers of Taxes shall in turn distribute the amounts so paid to the various Taxing Entities entitled to same.

SECTION 2.03 CREDIT FOR TAXES PAID.

(A) Amount of Credit. The parties hereto acknowledge and agree that the obligation of the Company to make the payments provided in Section 2.02 of this Payment in Lieu of Tax Agreement shall be in addition to any and all other taxes and governmental charges of any kind whatsoever which the Company may be required to pay under the Agency Lease. It is understood and agreed, however, that, should the Company pay in any fiscal tax year to any Taxing Entity any amounts in the nature of general property taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Project Facility or the interest therein of the Company or the occupancy thereof by the Company (but not including, by way of example, (1) sales and use taxes, and (2) special assessments, special ad valorem levies or governmental charges in the nature of utility charges, including but not limited to water, solid waste, sewage treatment or sewer or other rents, rates or charges), then the Company's obligation to make payments in lieu of property taxes attributed to such fiscal tax year to such Taxing Entity hereunder shall be reduced by the amounts which the Company shall have so paid to such Taxing Entity in such fiscal tax year, but there shall be no cumulative or retroactive credit as to any payment in lieu of property taxes due to any other Taxing Entity or as to any payment in lieu of property taxes due to such Taxing Entity in any other fiscal tax year.

(B) Method of Claiming Credits. If the Company desires to claim a credit against any particular payment in lieu of tax due hereunder, the Company shall give the governing body of the affected Taxing Entity and the Agency prior written notice of its intention to claim any credit pursuant to the provision of this Section 2.03, said notice to be given by the Company at least thirty (30) days prior to the date on which such payment in lieu of tax is due pursuant to the provisions of Section 2.02(G) hereof. In the event that the governing body of the appropriate Taxing Entity desires to contest the Company's right to claim such credit, then said governing body, the Agency and the Company shall each select an arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall meet the qualifications set forth in Section 2.02(B) hereof, which arbitrators shall, at the sole cost and expense of the Company, determine whether the Company is entitled to claim any credit pursuant to the provisions of this Section 2.03 and, if so, the amount of the credit to which the Company is entitled. It is understood that the arbitrators are empowered to confirm the amount of the credit claimed by the Company or to determine a lower or higher credit. When the Company shall have given notice, as provided herein, that it claims a credit, the amount of any payment in lieu of property taxes due hereunder against which the credit may be claimed may be withheld (to the extent of the credit claimed by the Company, but only to the extent that such credit may be claimed against said payment in lieu of taxes pursuant to the provisions of this Section 2.03) until the decision of the arbitrators is rendered. After the decision of the arbitrators is rendered,

the payment in lieu of taxes due with respect to any reduction or disallowance by the arbitrators in the amount of the credit claimed by the Company shall, to the extent withheld as aforesaid, be immediately due and payable and shall be paid by the Company within thirty (30) days of said decision.

SECTION 2.04. LATE PAYMENTS.

(A) First Month. Pursuant to Section 874(5) of the Act, if the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due, the Company shall pay the same, together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due and such delinquency shall continue beyond the first month, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the affected Taxing Entity until such payment in default shall have been made in full, and the Company shall pay the same to the affected Taxing Entity together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

ARTICLE III LIMITED OBLIGATION

SECTION 3.01. NO RECOURSE; LIMITED OBLIGATION OF THE AGENCY.

(A) No Recourse. All obligations, covenants, and agreements of the Agency contained in this Payment in Lieu of Tax Agreement shall be deemed to be the obligations, covenants, and agreements of the Agency and not of any member, officer, agent, servant or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this Payment in Lieu of Tax Agreement, or otherwise based upon or in respect of this Payment in Lieu of Tax Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent (other than the Company), servant or employee, as such, of the Agency or any successor public benefit corporation or political subdivision or any person executing this Payment in Lieu of Tax Agreement on behalf of the Agency, either directly or through the Agency or any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement, it being expressly understood that this Payment in Lieu of Tax Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, officer, agent (other than the Company), servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement under or by reason of the obligations,

covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent (other than the Company), servant or employee under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Payment in Lieu of Tax Agreement by the Agency.

(B) Limited Obligation. The obligations, covenants and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or Jefferson County, New York, and neither the State of New York nor Jefferson County, New York shall be liable thereon, and further such obligations, covenants and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility (except for revenues derived by the Agency with respect to the Unassigned Rights, as defined in the Agency Lease).

(C) Further Limitation. Notwithstanding any provision of this Payment in Lieu of Tax Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (1) the Agency shall have been requested to do so in writing by the Company, and (2) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity and an agreement from the Company to defend and hold harmless the Agency satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

ARTICLE IV EVENTS OF DEFAULT

SECTION 4.01. EVENTS OF DEFAULT.

Any one or more of the following events shall constitute an event of default under this Payment in Lieu of Tax Agreement, and the terms "*Event of Default*" or "*default*" shall mean, whenever they are used in this Payment in Lieu of Tax Agreement, any one or more of the following events:

(A) Failure of the Company to pay when due any amount due and payable by the Company pursuant to this Payment in Lieu of Tax Agreement and continuance of said failure for a period of fifteen (15) days after written notice to the Company stating that such payment is due and payable;

(B) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder (other than as referred to in paragraph (A) above) and continuance of such failure for a period of thirty (30) days after written notice to the Company specifying the nature of such failure and requesting that it be remedied; provided that if such default cannot reasonably be cured within such thirty (30) day period and if the Company shall have commenced action to cure the breach of covenant, condition or agreement within said thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as the Company shall require in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of ninety (90) days in the aggregate from the date of default;

(C) Any warranty, representation or other statement by or on behalf of the Company contained in this Payment in Lieu of Tax Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Payment in Lieu of Tax Agreement and (1) shall be materially adverse to the Agency at the time when the notice referred to below shall have been given to the Company and (2) if curable, shall not have been cured within thirty (30) days after written notice of such incorrectness shall have been given to a responsible officer of the Company, provided that if such incorrectness cannot reasonably be cured within said thirty-day period and the Company shall have commenced action to cure the incorrectness within said thirty-day period and, thereafter, diligently and expeditiously proceeds to cure the same, such thirty-day period shall be extended for so long as the Company shall require, in the exercise of due diligence, to cure such default; or

(D) A default under the Company Lease, the Agency Lease or the Project Agreement.

SECTION 4.02. REMEDIES ON DEFAULT.

(A) General. Whenever any Event of Default shall have occurred with respect to this Payment in Lieu of Tax Agreement, the Agency (or if such Event of Default concerns a payment required to be made hereunder to any Taxing Entity, then with respect to such Event of Default such Taxing Entity) may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Payment in Lieu of Tax Agreement.

(B) Cross-Default. In addition, an Event of Default hereunder shall constitute an event of default under Article X of the Agency Lease. Upon the occurrence of an Event of Default hereunder resulting from a failure of the Company to make any payment required hereunder, the Agency shall have, as a remedy therefor under the Agency Lease, among other remedies, the right to terminate the Agency Lease and convey the Project Facility to the Company, thus subjecting the Project Facility to immediate full taxation pursuant to Section 520 of the Real Property Tax Law of the State.

(C) Separate Suits. Each such Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises. Each such Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

(D) Venue. The Company irrevocably agrees that any suit, action or other legal proceeding arising out of this Payment in Lieu of Tax Agreement may be brought in the courts of record of the State, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

SECTION 4.03. PAYMENT OF ATTORNEY'S FEES AND EXPENSES.

Pursuant to Section 874(6) of the Act, if the Company should default in performing any of its obligations, covenants or agreements under this Payment in Lieu of Tax Agreement and the Agency or any Taxing Entity should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency or such Taxing Entity, as the case may be, not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.04. REMEDIES; WAIVER AND NOTICE.

(A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency or any Taxing Entity is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Payment in Lieu of Tax Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Agency or any Taxing Entity to exercise any remedy reserved to it in this Payment in Lieu of Tax Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Payment in Lieu of Tax Agreement.

(D) No Waiver. In the event any provision contained in this Payment in Lieu of Tax Agreement should be breached by any party and thereafter duly waived by the other

party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Payment in Lieu of Tax Agreement shall be established by conduct, custom or course of dealing.

ARTICLE V MISCELLANEOUS

SECTION 5.01. TERM.

(A) General. This Payment in Lieu of Tax Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the approval of this Payment in Lieu of Tax Agreement by resolution of the Agency and the execution and delivery of this Payment in Lieu of Tax Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Payment in Lieu of Tax Agreement shall continue to remain in effect until the earlier to occur of (1) the termination of this PILOT Agreement or (2) the date on which the Project Facility is reconveyed by the Agency to the Company pursuant to Article VII of the Agency Lease.

(B) Extended Term. In the event that (1) the Project Facility shall be reconveyed to the Company, (2) on the date on which the Company obtains the Agency's interest in the Project Facility, the Project Facility shall be assessed as exempt upon the assessment roll of any one or more of the Taxing Entities, and (3) the fact of obtaining title to the Agency's interest in the Project Facility shall not immediately obligate the Company to make pro-rata tax payments pursuant to legislation similar to Chapter 635 of the 1978 Laws of the State (codified as subsection 3 of Section 302 of the Real Property Tax Law and Section 520 of the Real Property Tax Law), this Payment in Lieu of Tax Agreement shall remain in full force and effect and the Company shall be obligated to make payments to the Receiver of Taxes in amounts equal to those amounts which would be due from the Company to the respective Taxing Entities if the Project Facility were owned by the Company and not the Agency until the first tax year in which the Company shall appear on the tax rolls of the various Taxing Entities having jurisdiction over the Project Facility as the legal owner of record of the Project Facility.

SECTION 5.02. FORM OF PAYMENTS.

The amounts payable under this Payment in Lieu of Tax Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS.

Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS.

This Payment in Lieu of Tax Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES.

(A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, property addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Notices Given by Taxing Entities. Notwithstanding the foregoing, notices of assessment or reassessment of the Project Facility and other notices given by a Taxing Entity under Article II hereof shall be sufficiently given and shall be deemed given when given by the Taxing Entity in the same manner in which similar notices are given to owners of taxable properties by such Taxing Entity.

(C) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

OYA WAYSIDE DRIVE LLC
144 Front Street, Suite 310
Toronto, Ontario, Canada M5J2L7
Attn:

WITH A COPY TO:

IT TO AGENCY:

Jefferson County Industrial Development Agency
800 Starbuck Avenue
Watertown, New York 13601

Attn: Chief Executive Officer
WITH A COPY TO:

Barclay Damon LLP
120 Washington Street, Suite 500
Watertown, New York 13601
Attn: Joseph W. Russell, Esq.

(D) Copies. A copy of any notice given hereunder by the Company which affects in any way a Taxing Entity shall also be given to the chief executive officer of such Taxing Entity.

IF TO THE AGENCY:

Jefferson County Industrial Development Agency
800 Starbuck Avenue
Watertown, New York 13601
Attention: Chief Executive Officer

WITH A COPY TO:

Barclay Damon LLP
120 Washington Street, Suite 500
Watertown, New York 13601
Attn: Joseph W. Russell, Esq.

(D) Copies. A copy of any notice given hereunder by the Company which affects in any way a Taxing Entity shall also be given to the chief executive officer of such Taxing Entity.

(E) Change of Address. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.06. BINDING EFFECT.

This Payment in Lieu of Tax Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Payment in Lieu of Tax Agreement are intended to be for the benefit of the Agency and the respective Taxing Entities.

SECTION 5.07. SEVERABILITY.

If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Payment in Lieu of Tax Agreement shall for any reason be held or adjudged

to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Payment in Lieu of Tax Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

SECTION 5.08. COUNTERPARTS.

This Payment in Lieu of Tax Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.09. APPLICABLE LAW.

This Payment in Lieu of Tax Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

**JEFFERSON COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

BY: _____
Donald C. Alexander, CEO

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

On the ____ day of February, 2020, before me, the undersigned, a notary public in and for said state, personally appeared **Donald C. Alexander** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Signature Page to PILOT Agreement
Page 1 of 2

OYA WAYSIDE DRIVE LLC

By: _____

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of February, 2020, before me, the undersigned, a notary public in and for said state, 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Signature Page to PILOT Agreement
Page 2 of 2

EXHIBIT A

ALL THAT PARCEL OF LAND located in the Town of Orleans, County of Jefferson and State of New York, bounded and described as follows:

Jefferson County Industrial Development Agency
 800 Starbuck Avenue, Suite 800
 Watertown, NY 13601
 (315) 782-5865

2019-2020 Board Attendance

Name	Oct	Nov	Dec	Jan	Feb	Mar	Apr*	May**	Jun**	Jul**	Aug	Sep
Aliasso, Robert	P	P	P	P	P	P	P	P	P	P		
Converse, David	P	P	P	P	P	P	P	P	P	P		
Jennings, John	P	P	P	P	P	E	P	P	E	E		
Johnson, William	E	P	P	P	E	P	P	P	P	P		
L'Huillier, Lisa	P	P	E	P	P	P	P	P	P	P		
Waldroff, W. Edward	P	P	P	P	P	P	P	P	P	P		
Warneck, Paul	P	P	P	P	P	P	P	P	P	P		
Totals:	6	7	6	7	6	6	7	7	6	6		
P - Present												
- Excused												
- Absent												
* Conference Call due to COVID-19 Pandemic												
**ZOOM Video Call due to COVID-19 Pandemic												