

Jefferson County Industrial Development Agency
800 Starbuck Avenue, Suite 800
Watertown, New York 13601
Telephone: (315) 782-5865 or (800) 553-4111 Facsimile (315) 782-7915
www.jcida.com

Notice of Board Meeting

Date: May 21, 2026

To: Hon. William W. Johnson
David Converse
W. Edward Walldroff
Paul Warneck
Lisa L'Huillier
John Condino

From: Chairman Robert Aliasso

Re: Notice of Board of Directors Meeting

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The Jefferson County Industrial Development Agency will hold its Board Meeting on **Thursday, June 4, 2026 at 8:30 a.m.** in the board room at 800 Starbuck Avenue, Watertown, NY.

The live stream link will be available at www.jcida.com.

Zoom:
<https://us02web.zoom.us/j/84355250468?pwd=R0t4VjRPdGJBZDJrL2JQYVVVjKytDdz09>
Meeting ID: 843 5525 0468
Passcode: 011440
1-929-205-6099 US (New York)

Please confirm your attendance with Peggy Sampson pssampson@jcida.com at your earliest convenience.

pss

c: Marshall Weir, CEO
Jay Matteson
Dorena Kimball
Rob Aiken
Dr. Dawn M. Robinson
Charles Capone
Ryan Piche
Justin S. Miller, Esq.
Stephen Maier, Esq.
Media

BOARD MEETING AGENDA
Thursday, June 4, 2026 - 8:30 a.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Privilege of the Floor**
- IV. Minutes – May 7, 2026**
- V. Treasurer’s Report – May 31, 2026**
- VI. Committee Reports**
 - a. Alternative Energy Ad Hoc Committee**
 - b. Building & Grounds Ad Hoc Committee**
 - i. RFP for Parcel 73.20-1-2.11 (Jefferson County Corporate Park)**
 - c. Loan Review Committee**
- VII. Unfinished Business**
 - 1. Convalt Deposit Allocation**
- VIII. New Business**
- IX. Counsel**
 - 1. Authorizing Resolution No. 06.04.2026.01 – Authorizing Administration of Host Community Agreements for NSF Chaumont Sites**
- X. Adjournment**

**Jefferson County Industrial Development Agency
Board Meeting Minutes
May 7, 2026**

DRAFT

The Jefferson County Industrial Development Agency held its board meeting on Thursday, May 7, 2026 in the board room at 800 Starbuck Avenue, Watertown, NY.

Present: Robert E. Aliasso, Jr., William Johnson, Paul Warneck, W. Edward Walldroff, Lisa L'Huillier, David Converse
Zoom: John Condino

Excused: None

Absent: None

Also Present: Dr. Dawn Robinson, Charles Capone, Craig Fox (Watertown Daily Times), Mark Mason Jr. (7 News)
Zoom: Justin Miller, Esq. (Harris Beach)

Staff Present: Marshall Weir, Jay Matteson, Dorena Kimball, Peggy Sampson

- I. Call to Order:** Chairman Aliasso called the meeting to order at 8:34 a.m.
- II. Privilege of the Floor:** No one spoke.
- III. Minutes:** Minutes of the meeting held on April 2, 2026 were presented. A motion to approve the minutes as presented was made by Mr. Converse, seconded by Mr. Walldroff. All in favor. Carried.
- IV. Treasurer's Report:** Mr. Warneck reviewed the Dashboard prepared by Ms. Kimball for the period ending April 30, 2026. The Dashboard includes Key Performance Indicators, Capital Resources, Operating Statement and Budget. He said we are working to generate business to get PILOT/Leaseback fees. He suggested watching the receivables that are over 180 days (Pink Kettle, Three Mile Bay Ventures, Convalt). A motion was made by Mr. Warneck to accept the financial statement as presented, seconded by Mr. Johnson.

Three Mile Bay Ventures – Chairman Aliasso asked what date they are supposed to get back to us with a proposal to pay off the fee. Mr. Weir said during the month of June.

Ms. Kimball indicated that they did make one loan payment that included principal and interest.

Pink Kettle – Ms. Kimball said the loan documents indicate that an accelerated interest rate should have been imposed, but it has not been yet. She said there is a personal guaranty. She has tried to make contact several times which included a certified return receipt last month, which was returned but there has not been any communication from the owner.

LCO Destiny – Chairman Aliasso said we have it on good advice that the closing will happen soon. He said Mr. Weir remains in contact with the parties involved.

All in favor. Carried.

V. Committee Reports:

a. Alternative Energy Committee – Mr. Warneck said we will be scheduling a meeting in the near future to talk about utility scale solar projects. He said we will need some input from the County as we move forward.

b. Building and Grounds Committee –

i. Jefferson County Corporate Park – (National Grid) Niagara Mohawk Power Corporation – Temporary Access Road Easement – Mr. Condino said Attorney Miller provided legal review and modification suggestions to the language to protect the agency in addition to ensuring that our expenses will be paid. He said the committee is recommending approval of the modified easement. Attorney Miller said we received feedback from National Grid yesterday that they have accepted all of our indemnities and insurance provisions. He said that the last part for the board to consider is the amount for National Grid will pay for the five-year agreement. Mr. Condino said the committee talked about what is fair and makes a good working relationship to accept the proposed offer of \$1,380 as a one-time fee. He said the property is way in the back of the park and won't have any significant impairment to it. Mr. Weir said that he is appreciative of everything that National Grid has done for us in the past and indicated they have been great partner for us. He said we have received hundreds of thousands of dollars in grant funds from them and wanted to express that while the board considers the purchase price for the easement. Mr. Warneck said we have a huge electrical distribution problem that they are working to correct, so we are assisting in creating a better distribution system.

A motion was made by Mr. Warneck to approve the document as presented in addition to a one-time purchase fee of \$1,380 plus all associated fees legal/other, seconded by Mr. Condino. Mr. Converse co-seconded. All in favor. Carried.

c. Loan Review Committee – Mr. Aliasso reviewed the loan review minutes.

VI. Unfinished Business: None.

VII. New Business: None.

VIII. Counsel:

1. Convalt Settlement Agreement – Chairman Aliasso said the board will review a settlement that includes a payment plan (some of the money is already in escrow as confirmed by our attorney), the framework of the agreement that is still being worked out and to receive advice of counsel on the ongoing legal matter.

Executive Session

At 8:58 a.m., a motion was made by Mr. Warneck to enter executive session to discuss a pending lawsuit, seconded by Mr. Johnson. Board Members, LDC Board Members (Robinson and Capone), Staff and Counsel remained.

**Jefferson County Industrial Development Agency
Board Meeting Minutes
May 7, 2026**

DRAFT

At 9:11 a.m., a motion was made by Mr. Warneck to leave executive session, seconded by Mr. Converse.

Chairman Aliasso said we have an agreement in principle and have money in escrow (it is a two-phase payment, the second payment would be due in November), and documents are in process and will need to be signed.

A motion was made by Mr. Warneck to approve the settlement agreement and to authorize the CEO to execute all of the appropriate documents, seconded by Mr. Converse. All in favor, except for Mr. Walldroff who abstained from voting for what might be perceived as a conflict of interest. Carried.

- IX. Adjournment:** With no further business before the board, a motion to adjourn was made by Ms. L'Huillier, seconded by Mr. Converse. All in favor. The meeting was adjourned at 9:14 a.m.

Respectfully submitted,

Peggy Sampson

**Jefferson County Industrial Development Agency Management Dashboard
For the Five Months Ended May 31, 2026**

KEY PERFORMANCE INDICATORS						Benchmark Target-2026	Amount of Change	Percent Change	OPERATING STATEMENT						BUDGET 2026	May YTD vs. 2026 Budget	Percent Change		
2022	2023	2024	2025	2026	2022				2023	2024	2025	May YTD 2026	Amount of Change	Percent Change					
Industrial Development Agency																			
Pilot Applications - Solar	5	0	0	1	0		(1)	-100%	Revenue:	2022	2023	2024	2025	2026	Change	Change	\$0	\$0	#DIV/0!
Pilots Awarded - Solar	3	0	0	0	0		0	#DIV/0!	Application & Process Fees	\$ 28,250	\$ 56,752	\$ 57,254	\$ 4,998	\$ -	\$ (4,998)	-100.00%	\$655,900	(\$634,400)	-96.72%
Pilot Applications - Non-Solar	1	1	1	0	0		0	#DIV/0!	PILOT/Sale Leaseback Fees	\$ 1,006,867	\$ 281,685	\$ 63,028	\$ -	\$ 21,500	\$ 21,500	#DIV/0!	\$15,000	(\$14,550)	-97.00%
Pilots Awarded - Non-Solar	0	2	1	0	0		0	#DIV/0!	Fee Income - RLF Program	\$ 54,278	\$ 43,422	\$ 66,223	\$ 42,133	\$ 450	\$ (41,683)	-98.93%	\$8,000	(\$8,000)	-100.00%
Sales Tax Exempt Application	1	0	1	0	0		0	#DIV/0!	Fee Income - Micro Program	\$ 31,459	\$ 24,187	\$ 8,160	\$ 9,805	\$ -	\$ (9,805)	-100.00%	\$0	\$0	#DIV/0!
Sales Tax Exempt Awarded	1	0	1	0	0		0	#DIV/0!	Airport Grants	\$ -	\$ 392,651	\$ -	\$ 451,944	\$ -	\$ (451,944)	-100.00%	\$0	\$0	#DIV/0!
RLF Loan Applications	2	5	2	0	1		1	#DIV/0!	Grant Income - Federal ARPA	\$ 3,351,000	\$ -	\$ 792,000	\$ 916,000	\$ -	\$ (916,000)	-100.00%	\$29,000	(\$21,741)	-74.97%
RLF Loans Awarded	1	3	1	0	1		1	#DIV/0!	Interest Income - RLF Program	\$ 28,463	\$ 34,656	\$ 59,099	\$ 69,375	\$ 7,259	\$ (62,117)	-89.54%	\$14,551	(\$9,606)	-66.02%
Micro Loan Applications	1	2	1	0	0		0	#DIV/0!	Interest Income - City Program	\$ 1,945	\$ -	\$ 1,250	\$ 14,937	\$ 4,945	\$ (9,992)	-66.90%	\$3,600	(\$2,457)	-68.24%
Micro Loans Awarded	1	1	1	0	0		0	#DIV/0!	Interest Income - Micro Program	\$ 10,265	\$ 7,197	\$ 6,023	\$ 5,324	\$ 1,143	\$ (4,181)	-78.53%	\$0	\$370	#DIV/0!
City Loan Applications	0	0	1	0	0		0	#DIV/0!	Late Pymt Penalty - Micro	\$ 331	\$ 234	\$ 178	\$ -	\$ -	\$ 370	#DIV/0!	\$1,200	\$4,824	401.99%
City Loans Awarded	0	0	1	0	0		0	#DIV/0!	Miscellaneous Income	\$ 6,243,755	\$ 3,451,213	\$ 31,684	\$ (380)	\$ 6,024	\$ 6,404	-1685.52%	\$727,251	(\$685,560)	-94.27%
Capital Resources									Total Revenue	\$10,756,614	\$4,291,997	\$ 1,084,900	\$ 1,514,135	\$ 41,691	\$(1,472,444)	-97.25%			
Cash/Savings	12/31/21	12/31/22	12/31/23	12/31/24	12/31/25	Bal @ 5/31/26	Amount of Change	Percent Change	Expenses:										
Unrestricted Checking	\$ 349,648	\$ 1,608,663	\$ 1,388,449	\$ 698,404	\$ 633,212	\$ 54,162	\$ (579,050)	-91.45%	Admin Service Expenses	\$ 792,256	\$ 412,577	\$ 654,225	\$ (59,475)	\$ -	\$ 59,475	-100.00%	\$565,451	(\$565,451)	-100.00%
Unrestricted Savings	\$ 1,414,033	\$ 258,472	\$ 258,734	\$ 258,997	\$ 59,098	\$ 1,284,189	\$ 1,225,092	2073.00%	Grant Expense - Federal ARPA	\$ 2,351,000	\$ 3,341,567	\$ 292,000	\$ 916,000	\$ -	\$ (916,000)	-100.00%	\$0	\$0	#DIV/0!
Pilot Checking	\$ -	\$ -	\$ -	\$ 16,377	\$ 1,606	\$ 42,349	\$ 40,743	2536.43%	Professional Fees	\$ 11,400	\$ 21,900	\$ 19,800	\$ 23,250	\$ 20,585	\$ (2,665)	-11.46%	\$25,000	(\$4,415)	-17.66%
RLF Checking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	Legal Fees	\$ 70,247	\$ 34,295	\$ 47,316	\$ 78,610	\$ 15,347	\$ (63,263)	-80.48%	\$58,000	(\$42,653)	-73.54%
RLF Savings	\$ 1,918,955	\$ 2,455,403	\$ 2,159,504	\$ 2,071,678	\$ 2,181,788	\$ 2,120,952	\$ (60,835)	-2.79%	Insurance	\$ 51,781	\$ 22,565	\$ 25,983	\$ 30,016	\$ 16,625	\$ (13,391)	-44.61%	\$26,000	(\$9,375)	-36.06%
Microenterprise Checking	\$ 94,338	\$ 106,311	\$ 93,587	\$ 104,436	\$ 139,152	\$ 150,697	\$ 11,545	8.30%	Taxes	\$ 2,800	\$ 3,238	\$ 3,462	\$ 4,093	\$ 4,334	\$ 241	5.88%	\$15,000	(\$10,666)	-71.11%
City Checking	\$ 207,871	\$ 287,877	\$ 287,877	\$ 42,516	\$ 62,506	\$ 71,250	\$ 8,745	13.99%	RLF Program Expense	\$ 54,300	\$ 43,455	\$ 66,223	\$ 44,133	\$ -	\$ (44,133)	-100.00%	\$15,000	(\$15,000)	-100.00%
Total	\$ 3,984,844	\$ 4,716,726	\$ 4,188,151	\$ 3,192,408	\$ 3,077,361	\$ 3,723,600	\$ 846,239	21.00%	Micro Program Expense	\$ 31,459	\$ 24,120	\$ 10,036	\$ 7,929	\$ -	\$ (7,929)	-100.00%	\$6,000	(\$6,000)	-100.00%
RLF Receivables	Original Loan	12/31/25	1/31/26	2/28/26	3/31/26	4/30/26	5/31/26	Pay-off	Other Expenses	\$ 5,996,087	\$ 199,720	\$ 390,782	\$ 368,319	\$ 1,477	\$ (366,841)	-99.60%	(\$3,300)	\$4,777	-144.77%
Convall Energy, LLC	\$ 1,050,000	\$ 850,000	\$ 850,000	\$ 850,000	\$ 850,000	\$ 850,000	\$ 850,000	\$1,114,299	Total Expenses	\$ 9,361,330	\$4,103,437	\$ 1,509,828	\$ 1,412,874	\$ 58,368	\$(1,354,505)	-95.87%	\$707,151	(\$648,783)	-91.75%
JCIDA	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ -	Net Profit/Loss	\$ 1,395,284	\$ 188,561	\$ (424,928)	\$ 101,261	\$ (16,677)	\$(117,939)	-116.47%	20,100	(\$36,777)	-182.97%
LCO Destiny, LLC	\$ 325,182	\$ 207,046	\$ 207,046	\$ 207,046	\$ 207,046	\$ 207,046	\$ 207,046	\$ 257,893	Depreciation Expense	\$ 79,647	\$ 135,287	\$ 79,647	\$ 16,296	\$ 6,790	\$ (9,506)	-58.33%	16,500	(\$9,710)	-58.85%
Marzano Excavating, LLC	\$ 120,000	\$ 109,506	\$ 109,506	\$ 109,041	\$ 108,574	\$ 108,104	\$ 107,632	\$ -	Profit/(Loss)	\$ 1,315,638	\$ 53,273	\$ (504,575)	\$ 84,966	\$ (23,467)	\$(108,433)	-127.62%	\$3,600	(\$27,067)	-751.87%
The Treehouse Hourly Child Care, LLC	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	Grand Total Expenses	\$ 9,361,330	\$4,103,437	\$ 1,509,828	\$ 1,412,874	\$ 58,368	\$(1,354,505)	-95.87%	707,151	(\$648,783)	-91.75%
Three Mile Bay Ventures, LLC	\$ 250,000	\$ 242,174	\$ 242,174	\$ 242,174	\$ 242,174	\$ 241,594	\$ 240,424	\$ 277,362	Net Profit/Loss Before Depreciation	\$ 1,395,284	\$ 188,561	\$ (424,928)	\$ 101,261	\$ (16,677)	\$(117,939)	-116.47%	20,100	(\$36,777)	-182.97%
Totals	\$ 2,475,182	\$ 2,108,725	\$ 2,108,725	\$ 2,108,260	\$ 2,107,793	\$ 2,136,743	\$ 2,135,102	\$1,679,554	Depreciation Expense	\$ 79,647	\$ 135,287	\$ 79,647	\$ 16,296	\$ 6,790	\$(9,506)	-58.33%	16,500	(\$9,710)	-58.85%
Micro Receivables									Profit/(Loss)	\$ 1,315,638	\$ 53,273	\$ (504,575)	\$ 84,966	\$ (23,467)	\$(108,433)	-127.62%	\$3,600	(\$27,067)	-751.87%
Colleen's Cherry Tree Inn	\$ 23,627	\$ 18,734	\$ 18,734	\$ 18,734	\$ 18,734	\$ 18,734	\$ 18,734	\$ 18,921	Grand Total Expenses	\$ 9,361,330	\$4,103,437	\$ 1,509,828	\$ 1,412,874	\$ 58,368	\$(1,354,505)	-95.87%	707,151	(\$648,783)	-91.75%
Clayton Island Tours, LLC	\$ 40,000	\$ 20,158	\$ 19,486	\$ 18,810	\$ 18,130	\$ 17,448	\$ 16,762	\$ -	Net Profit/Loss Before Depreciation	\$ 1,395,284	\$ 188,561	\$ (424,928)	\$ 101,261	\$ (16,677)	\$(117,939)	-116.47%	20,100	(\$36,777)	-182.97%
Droin Distribution LTD	\$ 20,000	\$ 16,464	\$ 16,180	\$ 15,854	\$ 15,546	\$ 15,237	\$ 14,927	\$ -	Depreciation Expense	\$ 79,647	\$ 135,287	\$ 79,647	\$ 16,296	\$ 6,790	\$(9,506)	-58.33%	16,500	(\$9,710)	-58.85%
Painfull Acres	\$ 53,192	\$ 5,458	\$ 5,458	\$ 5,458	\$ 5,458	\$ 5,186	\$ 5,186	\$ -	Profit/(Loss)	\$ 1,315,638	\$ 53,273	\$ (504,575)	\$ 84,966	\$ (23,467)	\$(108,433)	-127.62%	\$3,600	(\$27,067)	-751.87%
Pink Kettle, LLC	\$ 24,800	\$ 8,963	\$ 8,963	\$ 8,963	\$ 8,963	\$ 8,963	\$ 8,963	\$ 9,215	Grand Total Expenses	\$ 9,361,330	\$4,103,437	\$ 1,509,828	\$ 1,412,874	\$ 58,368	\$(1,354,505)	-95.87%	707,151	(\$648,783)	-91.75%
Taste of Design	\$ 20,025	\$ 5,736	\$ 5,736	\$ 5,736	\$ -	\$ -	\$ -	\$ -	Net Profit/Loss Before Depreciation	\$ 1,395,284	\$ 188,561	\$ (424,928)	\$ 101,261	\$ (16,677)	\$(117,939)	-116.47%	20,100	(\$36,777)	-182.97%
Willowbrook Enterprise, INC.	\$ 40,000	\$ 9,442	\$ 8,009	\$ 8,009	\$ 7,288	\$ 6,564	\$ 5,836	\$ -	Depreciation Expense	\$ 79,647	\$ 135,287	\$ 79,647	\$ 16,296	\$ 6,790	\$(9,506)	-58.33%	16,500	(\$9,710)	-58.85%
Totals	\$ 221,643	\$ 84,955	\$ 82,545	\$ 81,563	\$ 74,120	\$ 72,132	\$ 70,409	\$ 28,136	Profit/(Loss)	\$ 1,315,638	\$ 53,273	\$ (504,575)	\$ 84,966	\$ (23,467)	\$(108,433)	-127.62%	\$3,600	(\$27,067)	-751.87%
Miscellaneous Receivables									Grand Total Expenses	\$ 9,361,330	\$4,103,437	\$ 1,509,828	\$ 1,412,874	\$ 58,368	\$(1,354,505)	-95.87%	707,151	(\$648,783)	-91.75%
4XL, LLC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,000	\$ 3,000	Net Profit/Loss Before Depreciation	\$ 1,395,284	\$ 188,561	\$ (424,928)	\$ 101,261	\$ (16,677)	\$(117,939)	-116.47%	20,100	(\$36,777)	-182.97%
302 Globe, LLC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ -	Depreciation Expense	\$ 79,647	\$ 135,287	\$ 79,647	\$ 16,296	\$ 6,790	\$(9,506)	-58.33%	16,500	(\$9,710)	-58.85%
Colleen's Cherry Tree Inn	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	Profit/(Loss)	\$ 1,315,638	\$ 53,273	\$ (504,575)	\$ 84,966	\$ (23,467)	\$(108,433)	-127.62%	\$3,600	(\$27,067)	-751.87%
Convall Energy, LLC	\$ 49,947	\$ 49,947	\$ 49,947	\$ 38,717	\$ 38,717	\$ 38,717	\$ 38,717	\$ 38,717	Grand Total Expenses	\$ 9,361,330	\$4,103,437	\$ 1,509,828	\$ 1,412,874	\$ 58,368	\$(1,354,505)	-95.87%	707,151	(\$648,783)	-91.75%
Three Mile Bay Ventures, LLC	\$ 36,400	\$ 36,400	\$ 36,400	\$ 36,400	\$ 36,400	\$ 36,400	\$ 36,400	\$ 36,400	Net Profit/Loss Before Depreciation	\$ 1,395,284	\$ 188,561	\$ (424,928)	\$ 101,261	\$ (16,677)	\$(117,939)	-116.47%	20,100	(\$36,777)	-182.97%
Totals	\$ 86,377	\$ 86,377	\$ 86,377	\$ 75,147	\$ 75,147	\$ 80,147	\$ 78,147	\$ 78,147	Depreciation Expense	\$ 79,647	\$ 135,287	\$ 79,647	\$ 16,296	\$ 6,790	\$(9,506)	-58.33%	16,500	(\$9,710)	-58.85%
Watertown Economic Growth Fund				</															

Jefferson County IDA
Cash Disbursements Journal
For the Period From May 1, 2026 to May 31, 2026

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

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
5/5/26	8277	200001 100001	Invoice: 172749 BROWNELL ABSTRACT CORP.35 PARK PLACE	150.00	150.00
5/5/26	8278	200001 100001	Invoice: X7932 HARRIS BEACH MURTHA CULLINA	1,500.00	1,500.00
5/12/26	8279	200001 100001	Invoice: 26-317 BERNIER, CARR & ASSOCIATES, P.C.	242.40	242.40
5/18/26	8280	200001 200001 100001	Invoice: 12587926 Invoice: X1983 HARRIS BEACH MURTHA CULLINA	5,175.00 1,500.00	6,675.00
5/18/26	8281	200001 100001	Invoice: 6/1-6/30/26 LEATHERSTOCKING CO-OP INS CO	2,419.50	2,419.50
	Total			10,986.90	10,986.90

**Jefferson County Industrial Development Agency
Alternative Energy Ad hoc Committee Meeting Minutes
May 27, 2026**

Present: Paul Warneck, Chair; William Johnson, John Condino

Absent: Dr. Dawn Robinson

Also Present: Marshall Weir, Jay Matteson, Peggy Sampson, Dorena Kimball, Rob Aiken, David Converse

Zoom: Rob Aliasso, Justin Miller, Esq. (Harris Beach)

I. Call to Order: Chair Warneck called the meeting to order at 9:38 a.m.

II. Discuss:

- a. Utility Scale Solar Projects** – Chairman Warneck provided an update. He said there was a meeting with AES, who ultimately decided to pay full taxes rather than come to the agency for a PILOT for the Black River Solar (Sapphire) project. He said they may do the same with the utility scale projects if there is no sales tax abatement. He said that it is going to be a big issue and we will need a definitive answer from the County Board of Legislators on whether or not they want the IDA to accept sales tax abatement. He commented that if the county goes with full taxation, there will be no agency fees, and we would be out of the loop altogether.

Mr. Weir indicated that it may be likely, without a sales tax incentive, that solar companies will not apply for a PILOT. This could have a negative impact on the agency revenue stream.

Mr. Johnson said he will take this back to the County Administrator and the chairs for further consideration.

Mr. Aiken left the meeting at 10:02 a.m.

Mr. Weir will share the sales tax analysis and estimates with Attorney Miller so he can model out how it would work for a payment in lieu of sales tax. Attorney Miller said this structure would allow the sales tax revenue that is forgone in years 1-3 to come back over time (much like a PILOT) – deferring an exemption now for revenue later.

Proposed Sugar Maple Solar Project – Chair Warneck asked if we know what Lewis County is doing. Mr. Weir said that he is part of it and has the framework of the deal that he will share with committee members.

**Jefferson County Industrial Development Agency
Alternative Energy Ad hoc Committee Meeting Minutes
May 27, 2026**

III. Other/Unfinished Business:

- 1. Convergent Host Community Agreements** – Mr. Warneck said we have been working with Assemblyman Scott Gray to put a deal together (between NSF Chaumont Site 1, LLC – Site 5, the Town of Lyme, the Village of Chaumont, Jefferson County and the IDA).

Mr. Warneck said somehow a \$300 fee was added for the agency to process the one-time payment each year; however, the agreement was that we would process it for no charge; the board can consider waiving the fee at the next meeting. He said the one-time payment is a decent payment of money for the village and town that they normally wouldn't have received because they failed to comply with 487, and the county now has payments coming in that they haven't had yet, so he believes it is a good deal all around.

- IV. Adjournment:** With no further business before the committee, Mr. Condino made a motion to adjourn the meeting, seconded by Mr. Johnson. The meeting was adjourned at 10:11 a.m.

Respectfully submitted,
Peggy Sampson

**Jefferson County Industrial Development Agency
Building and Grounds Ad hoc Committee Meeting Minutes
May 27, 2026**

Present: John Condino, Chair; David Converse, Rob Aiken, Paul Warneck
Zoom: Rob Aliasso

Absent: Lisa L’Huillier, Dr. Gregory Gardner

Also Present: Marshall Weir, Jay Matteson, Dorena Kimball, Peggy Sampson, William Johnson
Zoom: Justin Miller, Esq.

I. Call to Order: Chair Condino called the meeting to order at 9:09 a.m.

II. Strategic Planning Follow up –

1. Available Properties RFP

- i. Parcel 73.20-1-2.11 (Jefferson County Corporate Park) –** Mr. Weir said that as a result of the strategic planning session, we have developed the framework for an Request for Proposal (RFP) starting with this parcel and use this framework for future sales as well. He said the goal is to market the property and get feedback and get this off our books. Mr. Warneck said that we can talk with a commercial real estate broker if we do not get any response from the RFP; committee members agreed. Mr. Weir said that we have talked to brokers in the past about the property; they went out and took some photographs and when they didn’t get any bites, they dropped the ball. Mr. Weir feels like the RFP is more proactive; we will send it out to developers and put it on our public spaces.

Attorney Miller said the PAAA rules require an active appraisal and in the context of disposing of real estate property, we could do a traditional RFP or RFQ or sale for the highest dollar (without regard to economic development), but we have ability to negotiate the sale of real estate for below fair market value with some qualifiers and quantitative/qualitative aspects (jobs, economic development, capital investment, etc.). A 90-day notice is sent to the state. We are not prohibited from selling under full market value, but there is a qualitative analysis we would do when we undertake that process.

Mr. Weir will revise the RFP based on committee member suggestions and send it back to committee members to review it.

**Jefferson County Industrial Development Agency
Building and Grounds Ad hoc Committee Meeting Minutes
May 27, 2026**

III. Other/Unfinished Business

1. Airport Corporate Park

i. Eisenhower and Geng Properties –

Executive Session

At 9:17 a.m., Mr. Aiken made a motion to enter into executive session because the discussion could affect the value of a real property transaction, seconded by Mr. Warneck. All in favor. Committee Members, Board Members, Counsel and Staff remained.

At 9:30 a.m., a motion was made by Mr. Warneck to leave executive session, seconded by Mr. Aiken. All in favor.

- ii. Site –** Mr. Johnson asked about the fill being dumped on the site. Mr. Weir said that he has had discussions with the County Highway Department leadership. The fill that has been dumped is from the Airport project; we want the dumping to stop so we are installing three gates and re-notified the contractors that they can not dump the fill on our site.

It was noted that Luck Brothers is still using our site for staging. Chair Condino said the sewer project is being held up because of the excavator that went into the river. It is his understanding that Luck Brothers immediately started to mobilize a sizable crane to remove the excavator; however, DEC said they can't pull it out until the river flow is below 2,000 cfm which likely won't happen until June or July.

- IV. Adjournment:** With no further business before the committee, Mr. Converse made a motion to adjourn the meeting, seconded by Mr. Warneck. The meeting was adjourned at 9:38 a.m.

Respectfully submitted,

Peggy Sampson



Jefferson County Industrial Development Agency
800 Starbuck Avenue, Suite 800, Watertown, New York 13601
Phone: 315.782.5805 / Fax: 315.782.7915
www.JCIDA.com

REQUEST FOR PROPOSALS (RFP)

SALE AND DEVELOPMENT OF REAL PROPERTY

Parcel No. 73.20-1-2.11

The Jefferson County Industrial Development Agency is soliciting proposals from qualified developers, investors, businesses, and interested parties for the purchase and redevelopment of Parcel No. 73.20-1-2.11 (the "Property") located on County Route 200 in the Town of Watertown. This property is inside the Jefferson County Corporate Park and subject to all zoning and covenants assigned to all properties within the boundaries of the Corporate Park.

An independent appraisal completed in 2023 established the fair market value of the Property at **\$140,000**.

Property Information

- Parcel Number: 73.20-1-2.11
- Location: County Route 200, Town of Watertown
- Current Zoning: Light Industrial
- Approximate Acreage: 7.35
- Condition: Property offered "as-is, where-is"

Development Objectives

The issuing agency seeks proposals that promote productive use of the Property and provide economic and community benefit. Potential uses may include:

- Commercial Development
- Industrial or Manufacturing Uses
- Warehousing/Distribution

Preference may be given to projects that create jobs, increase the tax base, leverage private investment, and align with local development goals.

Proposals should include:

- Developer/Company Information
- Description of Proposed Development
- Proposed Purchase Price
- Estimated Project Investment and Financing Plan
- Project Timeline
- Economic Impact (jobs, investment, tax revenue, etc.)
- Relevant Experience and References

Proposals will be evaluated based on:

- Purchase Price
- Financial Capability
- Development Feasibility
- Economic Impact
- Project Timeline
- Compatibility with Community Goals

Proposals must be received no later than:

9/1/2026

Submit proposals electronically or by mail to:

Marshall Weir

CEO

Jefferson County Industrial Development Corporation

800 Starbuck Avenue

mweir@jcida.com

315 782 5865

Please label submissions:

“RFP – Parcel No. 73.20-1-2.11”

Reservation of Rights

The Jefferson County Industrial Development Corporation reserves the right to reject any or all proposals, waive informalities, request additional information, negotiate with respondents, or terminate the RFP process at any time. Issuance of this RFP does not obligate the agency to sell the Property.

For additional information or to request supporting materials, please contact the individual listed above.

Jefferson County, NY

Property



Property Address: Co Rte 200
Municipality: Town of Watertown
Tax ID: 73.20-1-2.11

Summary

SWIS 225800
 Status Active
 Roll Section Wholly Exmpt
 Property Class 340 - Vacant Indus
 Ownership Code
 In Ag District No
 Zoning LI
 Neighborhood 58045 Com A
 School District General Brown
 Property Description Lots 3 & 4
 Total Acreage/Size 7.35
 Deed Book 1405
 Deed Page 301
 Grid East 986012
 Grid North 1455827

[View Map](#)

Owners

[Jeff Co Ind Dev Agency](#)
 800 Starbuck Ave
 Watertown, NY 13601

Valuation

Assessed Year	2025
Equalization Rate	45.50%
Land Assessment	\$64,300
Total Assessment	\$64,300
Full Market Value	\$141,319

Special Districts

Year	Description	Type	Units	Percent	Value
2025	SD583 - Watertown Sewer 3	T	0	0%	\$0
2025	FD582 - Watertown Zone2 Fire		0	0%	\$0
2025	LT581 - Ind Park Light		0	0%	\$0
2025	FD581 - Watertown Zone1 Fire		0	0%	\$0
2025	WD581 - Watertown Water 1	T	0	0%	\$0

Land

Site	Land Type	Size
Com 1	Undeveloped	1 acres
Com 1	Residual	5 acres
Com 1	Residual	1.35 acres

Historic Deed

Book/Page	Prior Printkey
918 / 00946	73.20-1-2.1
	73.20-1-2

Inventory

Site Com 1 Overall Grade
 Overall EFF Year Built Overall Desirability Superior
 Overall Condition Normal

Utilities

Site Sewer Type	Com 1 Comm/public	Water Supply Utilities	Comm/public Gas & elec
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Historical Tax Summary

Tax Year	Tax Type	Original Bill	Total Assessed Value	Full Market Value	Uniform %	Roll Section
2026	County	\$825.59	\$64,300.00	\$141,319.00	45.50%	8
2025	County	\$762.89	\$64,300.00	\$133,958.00	48.00%	8
2024	County	\$599.59	\$64,300.00	\$126,078.00	51.00%	8
2023	County	\$550.32	\$64,300.00	\$105,410.00	61.00%	8
2022	County	\$444.74	\$64,300.00	\$111,826.00	57.50%	8
2021	County	\$447.72	\$64,300.00	\$103,710.00	62.00%	8
2020	County	\$421.96	\$64,300.00	\$102,063.00	63.00%	8
2019	County	\$431.54	\$64,300.00	\$100,469.00	64.00%	8
2018	County	\$403.21	\$64,300.00	\$98,923.00	65.00%	8
2017	County	\$364.11	\$64,300.00	\$101,260.00	63.50%	8
2016	County	\$356.57	\$64,300.00	\$98,923.00	65.00%	8
2015	County	\$385.24	\$64,300.00	\$98,923.00	65.00%	8

Taxes reflect exemptions, but may not include recent changes in assessment.

Taxable Values

Tax Year	2025
County Taxable	\$0
County Taxable Exemptions	\$64,300
Municipality Taxable	\$0
Municipality Taxable Exemptions	\$64,300
Village Taxable	
Village Taxable Exemptions	
School Taxable	\$0
School Taxable Exemptions	\$64,300

Exemptions

Tax Year	Code Description	Amount	Exempt %	Start Year	End Year	Vflag	Hcode	Own %
2025	18020 - IND DEV AG	\$64,300	0	1995	0	No		0

Payment Status

Tax Year (click for detail)	Assessment	Calculation Base	Bill Date	Payment Due Date	Payment Status
2026 TOWN/COUNTY TAX	\$64,300.00	\$825.59	12/09/2025	02/02/2026	Paid
2025 TOWN/COUNTY TAX	\$64,300.00	\$762.89	12/10/2024	01/31/2025	Paid
2024 TOWN/COUNTY TAX	\$64,300.00	\$599.59	01/03/2024	02/02/2024	Paid
2023 TOWN/COUNTY TAX	\$64,300.00	\$550.32	12/13/2022	02/01/2023	Paid
2022 TOWN/COUNTY TAX	\$64,300.00	\$444.74	12/14/2021	02/01/2022	Paid
2021 TOWN/COUNTY TAX	\$64,300.00	\$447.72	12/08/2020	02/01/2021	Paid
2020 TOWN/COUNTY TAX	\$64,300.00	\$421.96	12/10/2019	01/31/2020	Paid

Tax Bills - Town/County

2026 County/Town Tax Bill (PDF)

2025 County/Town Tax Bill (PDF)

2024 County/Town Tax Bill (PDF)

2023 County/Town Tax Bill (PDF)

2022 County/Town Tax Bill (PDF)

2021 County/Town Tax Bill (PDF)

2020 County/Town Tax Bill (PDF)

2019 County/Town Tax Bill (PDF)

2018 County/Town Tax Bill (PDF)

No data available for the following modules: Comparable Search (Res), Assessment Sales Analysis Program, Sales, Additional Parcels Involved In Sale, Residential Buildings, Commercial Buildings, Site Uses, Improvements, Documents, Tax Bills - Village, Tax Bills - School, Photos.

GENERAL OUTLINE OF COVENANTS AND RESTRICTIONS
GOVERNING OCCUPANCY AND CONSTRUCTION WITHIN
THE JEFFERSON COUNTY INDUSTRIAL PARK.

GENERAL

The objective is to develop a light industrial park that will be extremely attractive to light industry from a functional, geographical and aesthetic standpoint. The park will attract industries who desire a prestigious locale and whose presence will enhance the total community. The park development will provide a very desirable environment for the employees of the occupying industries.

REGULATIONS AND COVENANTS

1. An occupant of land or buildings must be engaged in a light industrial enterprise limited to the following:
 - a) manufacturing, assembling, processing and packaging of goods.
 - b) engineering, or research and development.
 - c) administrative or other professional services.
2. Qualifying industries will be free from objectionable odours, fumes, dirt, dust, vibration, noise, and other conditions which would be injurious or detrimental to the park or its occupants.
3. Residences will be excluded except for the residence of a Custodian of the Industrial Park.
4. Site Requirements
 - a) Minimum lot area will be 44,000 square feet.
 - b) Minimum lot frontage will be 150 feet.
 - c) Maximum lot coverage by buildings - 35%.
 - d) The minimum front yard depth from the assessed frontage street line - .75 feet.
 - e) The minimum rear yard depth from the property boundary line - 20 feet.
 - f) Minimum side yard depth from property line - 20 feet.
 - g) Where the rear or side wall of a building abuts on a dedicated drainage allowance or other dedicated open space, the minimum distance between the wall and lot line may be reduced by one-half of the standard requirement.
5. Maximum height of buildings - 40 feet for the site requirements specified above. However, any building or structure may be erected or altered to a height not exceeding 75 feet provided that for each foot by which the 40 foot height is exceeded, the front, side and rear yards shall be increased an additional foot beyond the minimums.

REGULATIONS AND COVENANTS

6. Landscaping and general beautification of the occupant's premises will be mandatory. Unlandscaped land within an occupant's holdings must be maintained in good condition with regard to mowing and trimming and other proper control of natural growth.
7. Any materials, waste or otherwise that are subject to dispersal by wind or other means and that through contact or smell could cause injury or damage to other properties, industries or their employees, or to any other persons in the park, must be adequately housed.
8. Off street parking is mandatory and employee and visitor car parking areas must be provided at the rear or side of the buildings. No parking areas permitted ahead of the projected front line of the building.
9. Outdoor storage will only be permitted when completely enclosed by plantings, walls or fences of pleasing appearance.
10. Service facilities such as electrical sub-stations, tanks, etc. must be enclosed or shielded by decorative walls, fencing or shrubbery of pleasing appearance.
11. Buildings or enclosures for accessory uses, incidental or subordinate to the principal buildings, must be of similar appearance and construction to the principal building.
12. All electrical and telephone services will be underground throughout the park.
13. Outdoor signs are subject to a permanent easement restricting signs and displays intended or used to advertise along Route 81. Signs will be limited to the identification of the occupants premises and will be of pleasing design and construction.

BUILDING CONSTRUCTION STANDARDS

Before any structure may be constructed or built on any part of the premises, plans and specifications for the building of said structure must first be submitted to Jefferson County Industries, Inc. In the event that they disapprove of the structure by written notice to the person, firm or corporation submitting said plans or specifications, then the said structure may not be erected on any part of these premises. In the event that Jefferson County Industries fails to act on any plans and specifications submitted to them within 90 days from the date that they are submitted, then it shall be deemed that they have given their approval to the same and the said structure may be erected on the said premises.

Plans and specifications showing size, style, content, location, etc. must be submitted to and approved by the Jefferson County Industrial Development Agency.

November 4, 1981 Revision to ICDA Guidelines for
COMMERCIAL ISSUE - (October 1, 1980 the Agency established a policy
incorporating the following requirements of eligibility
for an applicant with a commercial project:

(Note - see page 2 for key to Proposed November 4th Revision)

1. Legally eligible: That it meet all legal requirements under the Act and our By-Laws (applies to all applicants);
2. Present policies: That it conforms to present Agency policy re: tax abatement features, bonds, etc. (applies to all applicants);
3. Be commercially reasonable - Applicant must show:
 - a. Need - Application must include a market study and analysis showing the project will provide a service, and/or products, to a market which is not presently adequately receiving those services and/or products from other available sources - and can do so profitably.

1) Methods - In order to satisfy this requirement (which is designed to prevent unfair competition with existing similar businesses) an applicant, whether expanding an existing business or starting a new one, must:

a) Market analysis - provide with the application an independent market study or survey providing evidence that the existing similar businesses are not adequately meeting the demand (e.g. a specialty retail outlet, expansion of a service operation to perform warranty work now being done at factory); or

b) Local support - provide with the application independent documentation from knowledgeable services within the community involved supporting the need for the application - such as endorsement by the political leaders or a local trade association or letters of support from other similar businesses (for example in the tourism industry - an application could be supported by letters from other local trade groups verifying they are losing tourism business due to a lack of lodging facilities and that they support the applicant's proposal for a motel expansion); or

c) Hearing - In those cases where it would be appropriate in order to resolve compliance with this need standard, at the discretion of the Solicitation Committee, a public hearing may be conducted to provide an opportunity for public comment prior to disposition of the application by the Solicitation Committee.

2) Tax abatement - It is also the Agency's policy, in order to prevent unfair competition with similar businesses to not support tax abatements for projects similar in nature to existing businesses (e.g. stores, restaurants, hotels, motels).

b. Employment - The application must show the project will require a reasonable level of non-owner employment (generally ^{one or more} full time, non-owner employees at some point within one year of project start-up, and the

10/19/81

- 1 -

equivalent of ^{**}5 full time non-owner employees in following year; e.g. 10** such employees every other six months in the case of a seasonal business.

c. Use of Funds - The project scope and finances must be limited to the business operations, which excludes any project involving residential or other similar personal benefits to the owners not associated with the actual business operations.

d. Economic Development - The project must show meaningful, long-term benefit to encourage development in our area in uniformity with the Agency's missions, including such things as employment, the tax base, etc.

* This section is new and expands need criteria section of October 1, 1980.

**This is the proposed change reducing requirement from 10 to 5 and 20 to 10 respectively regarding employment.

J.D. Park

SCHEDULE B

GENERAL

The objective is to develop a light industrial park that will be extremely attractive to light industry from a functional, geographical and aesthetic standpoint. The park will attract industries who desire a prestigious locale and whose presence will enhance the total community. The park development will provide a very desirable environment for the employees of the occupying industries.

REGULATIONS AND COVENANTS

1. An occupant of land or buildings must be engaged in a light industrial enterprise limited to the following:
 - a) manufacturing, assembling, or packaging of goods.
 - b) engineering, or research and development.
 - c) administrative or other professional services.
 - d) food processing, packaging and cold storage facilities.
2. Qualifying industries will be free from objectionable odours, fumes, dirt, dust, vibration, noise, and other conditions which would be injurious or detrimental to the park or its occupants.
3. Residences will be excluded except for the residence of a Custodian of the Industrial Park.
4. Site Requirements
 - a) Minimum lot area will be 65,000 square feet.
 - b) Minimum lot frontage will be 200 feet.
 - c) Maximum lot coverage by buildings - 35%.
 - d) The minimum front yard depth from the assessed frontage street line - ~~75 feet.~~ **80 FT**
 - e) The minimum rear yard depth from the property boundary line - 20 feet.
 - f) Minimum side yard depth from property line - 20 feet.
 - g) Where the rear or side wall of a building abuts on a dedicated drainage allowance or other dedicated open space, the minimum distance between the wall and lot line, may be reduced by one-half of the standard requirement.
5. Maximum height of buildings - 40 feet for the site requirements specified above. However, any building or structure may be erected or altered to a height not exceeding 75 feet provided that for each foot by which the 40 foot height is exceeded, the front, side and rear yards shall be increased an additional foot beyond the minimums.
6. Landscaping and general beautification of the occupant's premises will be mandatory. Unlandscaped land within an occupant's holdings must be maintained in good condition

with regard to mowing and trimming and other proper control of natural growth.

7. Any materials, waste or otherwise that are subject to dispersal by wind or other means and that through contact or smell could cause injury or damage to other properties, industries or their employees or to any other persons in the park, must be adequately housed.
8. Off street parking is mandatory and employee and visitor car parking areas must be provided at the rear or side of the buildings. No parking areas permitted ahead of the projected front line of the building.
9. Outdoor storage will only be permitted when completely enclosed by plantings, walls or fences of pleasing appearance.
10. Service facilities such as electrical sub-stations, tanks, etc. must be enclosed or shielded by decorative walls, fencing or shrubbery of pleasing appearance.
11. Buildings or enclosures for accessory uses, incidental or subordinate to the principal buildings, must be of similar appearance and construction to the principal building.
12. All electrical and telephone services will be underground throughout the park.
13. Outdoor signs are subject to a permanent easement restricting signs and displays intended or used to advertise along Route 81. Signs will be limited to the identification of the occupants premises and will be of pleasing design and construction. (Restrictions governing size, type, style, location, etc. to be developed and incorporated into these regulations.)

BUILDING CONSTRUCTION STANDARDS

Before any structure may be constructed or built on any part of the premises, plans and specifications for the building of said structure must first be submitted to Jefferson County Industries, ~~Inc.~~ ^{Industrial Development Corp.} In the event that they disapprove of the structure by written notice to the person, firm or corporation submitting said plans or specifications, then the said structure may not be erected on any part of these premises. In the event that Jefferson County Industries fails to act on any plans and specifications submitted to them within 90 days from the date that they are submitted, then it shall be deemed that they have given their approval to the same and the said structure may be erected on the said premises.

See Next Page

Robert S. Brown

Before any structure may be constructed or built on any part of the premises, plans and specifications for the building of said structure must first be submitted to Jefferson County Industrial Development Agency, its successors and assigns. In the event that it disapproves of the structure by written notice to the person, firm or corporation submitting said plans or specifications, then the said structure may not be erected on any part of these premises. In the event that such Agency fails to act on any plans and specifications submitted to it within 90 days from the date that they are submitted, then it shall be deemed that it has given its approval to the same and the said structure may be erected on the said premises.

Any of the above restrictions or covenants may be altered, changed, modified or deleted by an agreement executed by Jefferson County Industrial Development Agency and, so long as Fisher Gage, Inc. owns or occupies its present location adjacent to these premises, also by Fisher Gage, Inc. Such agreement shall become effective upon its recordation in the Jefferson County Clerk's Office.

The Grantor herein is successor by merger to Fisher Gage Realty Corporation, the certificate of merger of the two corporations having been duly filed in the Secretary of State's Office on September 5, 1972.

Pursuant to Section 909 of the Business Corporation Law, the property described herein does not constitute all or substantially all of the assets of the party of the first part.

DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW JEFFERSON COUNTY INDUSTRIAL PARK

This Declaration of Covenants, Conditions and Restrictions of the Jefferson County Industrial Park is made effective as of April 6, 2001 by Jefferson County Industrial Development Agency, the owner of the premises described in Schedule "A" attached and shown on a site plan map dated March 5, 2001 and filed on April 4, 2001.

The objective is to develop a light industrial park that will be extremely attractive to light industry from a functional, geographical and aesthetic standpoint. The park will attract industries who desire a prestigious locale and whose presence will enhance the total community. The park development will provide a very desirable environment for the employees of the occupying industries.

REGULATIONS AND COVENANTS

1. An occupant of land or buildings must be engaged in a light industrial enterprise limited to the following:

- a) manufacturing, assembling, or packaging of goods.
- b) engineering or research and development.
- c) administrative or other professional services.

2. Qualifying industries will be free from objectionable odors, fumes, dirt, dust, vibration, noise, and other conditions which would be injurious or detrimental to the park or its occupants.

3. Residences will be excluded except for the residence of a Custodian of the Industrial Park.

4. Site Requirements

- a) Minimum lot area will be 44,000 square feet.
- b) Minimum lot frontage will be 150 feet.
- c) Maximum lot coverage by buildings - 35%.
- d) Minimum front yard depth from the assessed frontage street line - 75 feet.
- e) Minimum rear yard depth from the property boundary line - 20 feet.
- f) Minimum side yard depth from property line - 20 feet.
- g) Where the rear or side wall of a building abuts on a dedicated drainage allowance or other dedicated open space, the minimum

distance between the wall and lot line may be reduced by one-half of the standard requirement.

5. Maximum height of buildings - 40 feet for the site requirements specified above. However, any building or structure may be erected or altered to a height not exceeding 75 feet provided that for each foot by which the 40 foot height is exceeded, the front, side and rear yards shall be increased an additional foot beyond the minimums.

6. Landscaping and general beautification of the occupant's premises will be mandatory. Unlandscaped land within an occupant's holdings must be maintained in good condition with regard to mowing and trimming and other proper control of natural growth.

7. Any materials, waste or otherwise that are subject to dispersal by wind or other means and that through contact or smell could cause injury or damage to other properties, industries or their employees, or to any other persons in the park, must be adequately housed.

8. Off street parking is mandatory and employee and visitor car parking areas must be provided at the rear or side of the buildings. No parking areas permitted ahead of the projected front line of the building.

9. Outdoor storage will only be permitted when completely enclosed by plantings, walls or fences of pleasing appearance.

10. Service facilities such as electrical sub-stations, tanks, etc. must be enclosed or shielded by decorative walls, fencing or shrubbery of pleasing appearance.

11. Buildings or enclosures for accessory uses, incidental or subordinate to the principal buildings, must be of similar appearance and construction to the principal building.

12. All electrical and telephone services will be underground throughout the park.

13. Signs will be limited to the identification of the occupants premises and will be of pleasing design and construction. Plans and specifications showing size, style, content, locations, etc. must be submitted to and approved by Jefferson County Industrial Development Agency.

BUILDING CONSTRUCTION STANDARDS

Before any structure may be constructed or built on any part of the premises, plans and specifications for the building of said structure must first be submitted to Jefferson County Industrial Development Agency, its successors and assigns. In the event that it disapproves of the structure by written notice to th person, firm or corporation submitting

said plans or specifications, then the said structure may not be erected on any part of these premises. In the event that such Agency fails to act on any plans and specifications submitted to it within ninety (90) days from the date that they are submitted, then it shall be deemed that it has given its approval to the same and the said structure may be erected on the said premises.

GENERAL PROVISIONS

1. Enforcement

The Grantor, its successors and assigns will have the right to enforce, by any proceedings of the law or in equity, all restrictions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Grantor, its successors or assigns to enforce any covenant or restriction herein contained will in no event be deemed a waiver of the right to do so.

2. Severability

Invalidation of any one of these covenants and restrictions by judgment or court order will in no way affect any other provision which will remain in force and effect.

3. Subordination


No breach of any conditions contained in this Declaration or re-entry by reason of such breach will defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any parcel therein, provided however that such conditions will be binding on any owner whose title is acquired by foreclosure, trustee sale or otherwise.

4. Duration

The covenants and restrictions of the Declaration will run with and bind the land, and will inure to the benefits of and be enforceable by any Grantor, its successors, or assigns for the period of thirty (30) years from the date hereof, and thereafter will continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed in writing by the then individual parcel owners of at least seventy-five (75%) percent of the parcels.

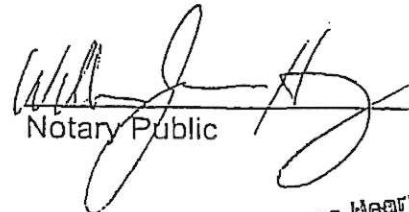
IN WITNESS WHEREOF, the Grantor has executed this instrument on the date above written.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY


By: James B. Edmonson

STATE OF NEW YORK)
)SS:
COUNTY OF JEFFERSON)

On the 6 day of April in the year 2001 before me, the undersigned, a notary public in and for said state, personally appeared JAMES B. EDMONSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

William James Heary
Notary Public, State of New York
Appointed in Jefferson County
My Commission Expires: 5/31/2002

SCHEDULE "A"

THAT TRACT OR PARCEL OF LAND situate in the Town of Watertown, County of Jefferson and State of New York being further described as follows:

BEGINNING at an iron pipe set in the northerly highway limits of New York State Route 12F (Coffeen Street Road), said iron pipe is situate N. 23 degrees 08' 43" E., 33.85 feet from a point in the centerline of New York State Route 12F, said last mentioned point is situate N. 67 degrees 24' 10" W. along the centerline of New York State Route 12 F, 277.07 feet from the centerline intersection of New York State Route 12F and Fisher Road;

THENCE N. 67 degrees 18' 04" W. along the northerly highway limits of New York State Route 12F, a distance of 197.93 feet to an iron pipe set;

THENCE N. 23 degrees 00' 56" E., a distance of 175.00 feet to an iron pipe set;

THENCE N. 67 degrees 18' 04" W., a distance of 100.00 feet to an iron pipe set;

THENCE N. 23 degrees 00' 56" E., a distance of 461.37 feet to an iron pipe set;

THENCE N. 23 degrees 03' 52" E., a distance of 519.92 feet to an iron pipe found;

THENCE N. 81 degrees 19' 43" W., passing through an iron pipe found at 200.00 feet and continuing a total distance of 518.52 feet to an iron pipe found;

THENCE S. 04 degrees 37' 56" W., a distance of 1084.03 feet to an iron pipe set in the northerly highway limits of New York State Route 12F;

THENCE N. 67 degrees 18' 04" W., along the northerly highway limits of New York State Route 12F, a distance of 52.07 feet to an iron pipe set;

THENCE N. 04 degrees 37' 56" E., a distance of 850.00 feet to an iron pipe set;

THENCE N. 68 degrees 17' 22" W., a distance of 250.00 feet to an iron pipe found,

THENCE S. 04 degrees 41' 49" W., a distance of 544.68 feet to an iron pipe set;

THENCE N. 66 degrees 39' 35" W., a distance of 267.47 feet to an iron pipe set;

THENCE N. 23 degrees 33' 31" E., a distance of 117.05 feet to an iron pipe set;

THENCE N. 66 degrees 43' 48" W. passing through an iron pipe set at 196.56 feet and continuing a total distance of 842.15 feet to an iron pipe set;

THENCE S. 10 degrees 36' 54" W., a distance of 404.58 feet to an iron pipe set in the northerly highway limits of New York State Route 12F;

THENCE N. 67 degrees 08' 59" W. along the northerly highway limits of New York State Route 12F, a distance of 346.74 feet to an iron pipe set;

THENCE N. 21 degrees 14' 35" E., a distance of 379.27 feet to an iron pipe set;

THENCE N. 68 degrees 02' 25" W., a distance of 550.00 feet to an iron pipe set;

THENCE S. 21 degrees 14' 35" W., a distance of 385.35 feet to an iron pipe set in the northerly highway limits of New York State Route 12F;

THENCE N. 67 degrees 40' 54" E., a distance of 313.62 feet to an iron pipe set;

THENCE S. 89 degrees 57' 06" E., a distance of 228.09 feet to an iron pipe set;

THENCE S. 22 degrees 42' 54" W. passing through an iron pipe found at 39.40 feet and continuing a total distance of 2344.24 feet to an iron pipe set;

THENCE S. 80 degrees 37' 44" E., a distance of 59.39 feet to an iron pipe found and reset;

THENCE S. 23 degrees 08' 43" W., a distance of 592.22 feet to the point of beginning.

CONTAINING 95.948 acres of land more or less.

AMENDMENT NUMBER ONE TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE NEW JEFFERSON COUNTY CORPORATE PARK

The undersigned being all of the owners of the Premises described in Schedule A attached wish to amend the Declaration of Covenants and Restrictions for the new Jefferson County Corporate Park a copy of which is attached as Schedule B which Covenants and Restrictions affect the Premises described in Schedule A.

NOW, THEREFORE, the Parties hereto agree as follows:

Paragraph One of the Declaration of Covenants is hereby amended to add the following:

- 1d. A distribution center
- 1e. Warehousing

This Amendment shall run with the land described in Schedule A and is binding upon the Parties hereto, their successors and assigns.

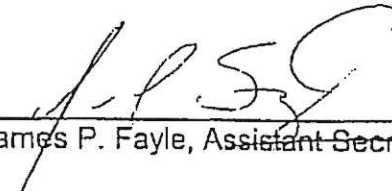
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date written opposite each of their names.

Date:

Jefferson County Industrial Development Agency


By:


James P. Fayle, Assistant Secretary CEO

Date:

LUNCO, Inc.

By:


Michael Lundy, President

Date: 10/14/05

CAR-FRESHNER CORPORATION

By: 

Date: 8-21-06

STRUCTURAL ASSOCIATES, INC.

By: 
Dennis Weller, President

State of New York)
County of Jefferson)

On the 7th day of September, 2006 before me the undersigned a Notary Public, in and for said State, personally appeared JAMES P. FAYLE, 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 same.

PEGGY SAMPSON
Notary Public, State of New York
Qualified in Jefferson County
No. 01SA6105506
Commission Expires 02-09-08


Notary Public

State of New York)
County of Jefferson)

On the 7th day of September, 2006 before me the undersigned a Notary Public, in and for said State, personally appeared MICHAEL LUNDY 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 same.

PEGGY SAMPSON
Notary Public, State of New York
Qualified in Jefferson County
No. 01SA6105506
Commission Expires 02-09-08


Notary Public

Date: 10/14/05

CAR-FRESHNER CORPORATION

By: 

Date: 8-21-06

STRUCTURAL ASSOCIATES, INC.

By: 
Dennis Weller, President

State of New York)
County of Jefferson)

On the _____ day of _____, 200____ before me the undersigned a Notary Public, in and for said State, personally appeared JAMES P. FAYLE, 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 same.

Notary Public

State of New York)
County of Jefferson)


On the _____ day of _____, 200____ before me the undersigned a Notary Public, in and for said State, personally appeared MICHAEL LUNDY 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 same.

Notary Public

State of New York)
County of Jefferson)

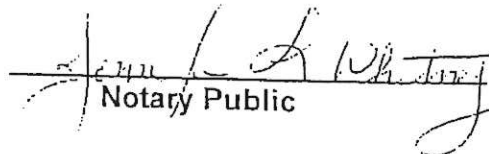
On the 11th day of August, 2005 before me the undersigned a Notary Public, in and for said State, personally appeared DENNIS WELLER personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me 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 same.

CASSIA LEE ELLIS
NOTARY PUBLIC, State of New York
No. 01EL6006128
Qualified in Onondaga County
Commission Expires April 27, 2010


Notary Public

State of New York)
County of Jefferson)

On the 14th day of October, 2005 before me the undersigned a Notary Public, in and for said State, personally appeared JODY R.A. LALONE personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted executed the same.


Notary Public

JENNIFER L. WHITNEY
Notary Public, State of New York
No. 01WH5018823
Qualified in Jefferson County
My Commission Expires October 12, 2011

**Jefferson County Industrial Development Agency
Loan Review Committee Meeting Minutes
May 27, 2026**

Present: David Converse (Chair), John Condino
Zoom: Rob Aliasso

Absent: Charles Capone

Also Present: Marshall Weir, Jay Matteson, Dorena Kimball, Peggy Sampson, William Johnson, Paul Warneck, Rob Aiken, Matt Siver and Michelle Capone (NCA), KC Bennett (Three Mile Bay Ventures), Eric Ridley, Abby McNally and Mark Manning (Pioneer Companies)
Zoom: Justin Miller, Esq. (Harris Beach)

- I. Call to Order:** Mr. Converse called the meeting to order at 8:15 a.m.
- II. Pledge of Allegiance**
- III. Other/Unfinished Business –**
 - 1. Three Mile Bay Ventures update –** KC Bennett provided an update. He said he has been working with Pioneer Companies on a final funding scenario for an expansion project which will include paying off the outstanding sales tax abatement fee. They are working with investors and with debt/equity partners to finalize a final funding package. He said they are also working with a new architecture firm that is developing the site plan, the cottages, and a new lodge.

Mr. Bennett noted that wedding bookings are down this year (32 last year; 23 so far this year) based on consumer sentiment right now because of economic uncertainty. He said they are looking at different pricing plans and options to get people in the door. He said they previously outsourced catering but need to do it in house to capture revenue. They have landed two programs related to Fort Drum (Building Strong Resilient Teams) next month and hoping for more.

Eric Ridley shared renderings of conceptual drawings to show progress on the design work on the expansion project. He said they engaged another third-party operator (Hotel Equities) to underwrite this project, and the assumptions were very similar. He said that under professional management, with access to the Hilton system, as mentioned in the past, Hilton believes in the project like they do, and they will be contributing upon completion of this project \$500,000 in key money to the capital stack. He said they have not yet drafted subscription agreements that will establish the waterfall and percent ownership but are 95% there. There will be some combination of outside equity from the brokers then our own friends/family partners and themselves.

**Jefferson County Industrial Development Agency
Loan Review Committee Meeting Minutes
May 27, 2026**

Three Mile Bay Ventures update – continued

Mr. Condino asked about the project timeline. Mr. Ridley said it depends on liquidity of the friends/family investors and banks. He estimated that it could take 6 months to one year or more then construction would start (could be a 10-to-12-month construction period).

KC, Eric, Ally, Mark, Matt, and Michelle left the meeting at 8:35 a.m.

Ms. Kimball noted that the loan has been paid through December 2025; January through May is delinquent. Approximately \$36,000 is outstanding for the sales tax abatement project.

Mr. Converse said it sounds like a good project, but he is concerned about the on-site septic for the expansion project.

- 2. OYA Robinson Road, LLC/OYA Wayside Drive, LLC** – Attorney Miller provided background. He said these were two projects closed in April of 2021 with OYA out of Toronto Canada. The projects came to the IDA in 2024 requesting an assignment, which was approved at the time, but it was not executed on; the buyer didn't complete the transaction. We received a bankruptcy notice in 2025 that a bundle of projects under the OYA structure (our 2 in Jefferson County, 1 in Franklin County and 1 in Oswego County). The four of them were processed through a bankruptcy action and sold to an entity called Goodfinch.

In the process of trying to figure it out over the last year and a half, the prior owner, OYA, did not pay special district taxes for the projects in Jefferson County for a number of years and for some reason the parcels are listed in the IDA's name. Attorney Miller said the new entity popped up during the last few months reaching out to Dave and Lyle and we let them know that Marshall and Dorena are the primary staff members managing projects. He said they want to pay their overdue PILOT payments and the outstanding special district taxes. He said that we asked them to explain what happened (who they are and how we got here). He said that we understood through the bankruptcy action that they acquired the membership interests in these project companies; got their membership interest agreement details and contracts which specifically included IDA consents to any assignments. They never executed on that or submitted a request for an assignment to process that. We have asked four or five times over the last several months if they will ask for the IDA's consent for an assignment; we haven't received any response to it. Right now, we are uncertain if we are insured and they did not submit their 2025 annual reporting information.

**Jefferson County Industrial Development Agency
Loan Review Committee Meeting Minutes
May 27, 2026**

OYA Robinson Road, LLC/OYA Wayside Drive, LLC – continued

Attorney Miller said that the agency received checks for the past due PILOTs and special district taxes; they have not been deposited. He said there is a concern that accepting the funds might be an indication of consent to an assignment which we have not received a written request for. He said the board can think about what our position might be on proceeding if they do request an assignment – is it something we would consider and if so, what conditions we would impose if we were to allow them to consider the PILOTs to be portable.

Ms. Kimball indicated that the first PILOT default was January 2026. Attorney Miller said all the phone numbers and email addresses were dead during reach out in 2025. He said in the absence of an assignment request we have nothing to consider and in accordance with our contracts, as far as we are concerned, OYA still owns these projects, and the contracts aren't portable without our consent. The board can consider if we take their money and say thanks for curing the former owner's defaults and proceed to just wind up the contracts (terminate and put them back on the tax rolls).

Attorney Miller said there was a disconnect along the way because the County Real Property Tax office and the assessor established a new tax parcel in the IDA's name (listed as a beneficial owner). He said the County expected the IDA to pay overdue special district taxes for lack of having an address in Toronto. Mr. Weir pointed out that we met with John Sabik, County Attorney, and had discussions about the responsibilities to clear up the issue. Mr. Warneck thinks we should find a way out of the PILOTs so they can go back to normal taxation; accept their checks and tell them they can reapply for a PILOT assignment.

Attorney Miller said the options are:

1. Be patient – beg for and process an assignment request.
2. Accept the past due PILOT payments and terminate the PILOTs.
3. Consider our recapture policy; terminate the PILOTs and recapture any of the exemptions that they have enjoyed during the PILOT period.

Attorney Miller said that he can help Mr. Weir find the right contact person in the email threads while he works with counsel and bring it back to the June/July committee/board cycles.

Active Solar PILOTs –

Attorney Miller said Ms. Kimball has done a great job summarizing all of our active solar PILOTs. He said there's a handful of them that under the new assessment model are seemingly paying more PILOT than taxes and a discussion has to occur with each of those owners and operators to determine whether they would best proceed simply by paying full taxes and eliminating the PILOT structure.

**Jefferson County Industrial Development Agency
Loan Review Committee Meeting Minutes
May 27, 2026**

LCO Destiny, LLC – Mr. Warneck asked if the sale of building has closed. Mr. Weir said Alex Morgia has not closed with the bank, so he has not closed with Lisa Weber. He said we are in the same position we were in a couple of weeks ago.

- IV. Adjournment:** With no further business before the committee, Mr. Condino made a motion to adjourn the meeting, seconded by Mr. Aliasso. The meeting was adjourned at 9:09 a.m.

Respectfully submitted,
Peggy Sampson

CONVALT RLF LOAN

\$	125,000.00	CONVALT DEPOSIT
\$	65,456.72	LEGAL FEES TO DATE
\$	59,543.28	REMAINING
\$	48,230.06	81% JCIDA
\$	11,313.22	19% SHLDC
\$	59,543.28	REMAINING

AUTHORIZING RESOLUTION
(Authorizing Administration of Host Community Agreements for NSF Chaumont Sites)

A regular meeting of the Jefferson County Industrial Development Agency was convened on Thursday June 4, 2026 at 8:30 a.m.

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

Resolution No. 06.04.2026.01

RESOLUTION OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY (THE "AGENCY") AUTHORIZING (i) THE ADMINISTRATION OF CERTAIN HOST COMMUNITY AGREEMENTS (THE "AGREEMENTS", AS FURTHER DEFINED HEREIN) RELATING TO CERTAIN RENEWABLE ENERGY PROJECTS (THE "PROJECTS", AS FURTHER DEFINED HEREIN) CURRENTLY OWNED AND OPERATED BY SUBSIDIARIES OF CONVERGENT ENERGY (THE "COMPANIES", AS ALSO FURTHER DEFINED HEREIN), (ii) THE EXECUTION AND DELIVER OF THE AGREEMENTS BY THE AGENCY; AND (iii) DETAILING THE LIMITED ROLE OF THE AGENCY IN THE PROJECTS

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 369 of the Laws of 1971 of the State of New York, (the "Act"), the **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the "Agency") was created with the authority and power to promote, develop, encourage and assist in acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing industrial, manufacturing, warehousing, commercial, research, and recreational facilities as authorized by the Act, and in connection therewith to issue its revenue bonds, and/or enter into straight lease transactions and provide other forms of financial assistance; and

WHEREAS, Convergent Energy (the "Company") previously assumed ownership and operation of certain solar energy generation and storage projects located within the Town of Lyme and Village of Chaumont (the "Projects", as further defined herein), such Projects being owned by Company subsidiaries, including NSF Chaumont Site 1, LLC, NSF Chaumont Site 2, LLC, NSF Chaumont Site 3, LLC, NSF Chaumont Site 4, LLC, and NSF Chaumont Site 5, LLC, (herein, the "Companies"); and

WHEREAS, NSF Chaumont Site 1, LLC owns and operates a solar energy generation and storage project with a nameplate capacity of approximately 5 Megawatts AC on a parcel of land located at County Route 179, Chaumont, New York 13622 and identified as S.B.L. # 61.35-1-1 and suffix parcel # 61.35-1-1.-801 (the "Site 1 Property"); and

WHEREAS, NSF Chaumont Site 2, LLC owns and operates a solar energy generation and storage project with a nameplate capacity of approximately 3 Megawatts AC on a parcel of land located at 12711 Morris Tract Road, Chaumont, New York 13622 and identified as S.B.L. # 61.44-1-1 and #61.44-1-1.-801 (the "Site 2 Property"); and

WHEREAS, NSF Chaumont Site 3, LLC owns and operates a solar energy generation and storage project with a nameplate capacity of approximately 5 Megawatts AC on a parcel of land located at County Route 179, Chaumont, New York 13622 and identified as S.B.L. # 61.35-1-2 and #61.35-1-2.-801 (the "Site 3 Property"); and

WHEREAS, NSF Chaumont Site 4, LLC owns and operates a solar energy generation and storage project with a nameplate capacity of approximately 5 Megawatts AC on a parcel of land located at County Route 179, Chaumont, New York 13622 and identified as S.B.L. # 61.43-1-3.3 (the "Site 4 Property"); and

WHEREAS, NSF Chaumont Site 5, LLC owns and operates a solar energy generation and storage project with a nameplate capacity of approximately 5 Megawatts AC on a parcel of land located at County Route 179, Chaumont, New York 13622 and identified as S.B.L. # 61.43-1-3.4 and # 61.43-1-3.4 -801 (the "Site 5 Property", and along with the above-described sites, the "Sites"); and

WHEREAS, the Projects consist of five solar energy systems with an expected total nameplate capacity of 23 Megawatts AC and associated battery energy storage systems, and the prior owner of the Companies submitted to the Assessor of the Town of Lyme an RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487 (the "487 Application"), such 487 Application having resulted in varying treatment and exemption profiles for the Projects since construction; and

WHEREAS, in connection with the Projects and in furtherance of establishing revenue streams in favor of Jefferson County (the "County"), Town of Lyme (the "Town"), and the Village of Chaumont (the "Village", and together with the County and Town, the "Taxing Jurisdictions"), the Company, by and through each of the Companies, have agreed to enter into Host Community Agreements (the "Agreements") relating to each of the subject Projects; and

WHEREAS, the Agreements provide for an annual Host Community Benefit Payment of \$3,500 per Megawatt AC, to be shared pro-rata among the taxing jurisdictions with an agreed-upon allocation of 45% to the County, 22% to the Town, and 33% to the Village, providing a predictable long-term revenue stream for a period of eleven years and which term is equivalent to the remainder of the RPTL Section 487 exemption period, and

WHEREAS, as an accommodation to the Taxing Jurisdictions and to support the effective administration of the Agreements, the Agency has been asked to serve as the administrator of the Agreements, ensuring efficient collection and distribution of payments to the Taxing Jurisdictions and reducing the administrative burdens of same; and

WHEREAS, the Agency desires to authorize participation in the Agreements as a non-recourse administrator of same, with no ownership, jurisdiction, control or participation in the Projects, Sites, or provision of any form of Financial Assistance to the Company or Companies.

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

Section 1. The Agency hereby approves the forms of Agreements as set before this meeting, and authorizes the execution and delivery of same by the Chairman, Vice Chairman, and/or CEO/Executive Director of the Agency and related documents with such changes as shall be approved by the Chairman, Vice Chairman, and/or the CEO/Executive Director and counsel to the Agency upon execution. The foregoing approval is provided upon the express conditions that the Agency serve in the limited capacity of non-recourse administrator of same, with no ownership, jurisdiction, control or participation in the Projects, Sites, or provision of any form of Financial Assistance to the Company or Companies.

Section 2. Harris Beach Murtha Cullina PLLC, as General and Transaction Counsel for the Agency, is hereby authorized to work with counsel to the Company and others to prepare the final forms of Agreements and related documents necessary to effect the foregoing authorizations.

Section 3. 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 and to execute and deliver all such 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 resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 4. These Resolutions shall take effect immediately.

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

	<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
Robert E. Aliasso, Jr.				
David J. Converse				
John J. Condino				
William W. Johnson				
Lisa L'Huillier				
W. Edward Walldroff				
Paul J. Warneck				

The resolutions were thereupon duly adopted.

STATE OF NEW YORK)
COUNTY OF JEFFERSON) ss:

I, the undersigned Secretary of the Jefferson County Industrial Development Agency, DO
HEREBY CERTIFY:

That I have compared the foregoing extract of the minutes of the meeting of the Jefferson
County Industrial Development Agency (the "Agency") including the resolution contained
therein, held on June 4, 2026, with the original thereof on file in my office, and that the same is a
true and correct copy of the proceedings of the Agency and of such resolution set forth therein
and of the whole of said original insofar as the same relates to the subject matters therein referred
to.

I FURTHER CERTIFY that all members of said Agency had due notice of said meeting,
that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public
Officers Law (Open Meetings Law), said meeting was open to the general public, and that public
notice of the time and place of said meeting was duly given in accordance with Article 7.

I FURTHER CERTIFY that there was a quorum of the members of the Agency present
throughout 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 modified.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Agency this ___
day of _____, 2026.

W. Edward Walldroff, Secretary

[SEAL]

Host Community Agreement
between the
TOWN OF LYME
and
JEFFERSON COUNTY
and
VILLAGE OF CHAUMONT
and
JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT
AGENCY, as administrator,
and
NSF CHAUMONT SITE 1, LLC

RELATING TO THE PREMISES LOCATED AT COUNTY
ROUTE 179 (TAX MAP 61.35-1-1 and 61.35-1-1.- 801) IN
THE VILLAGE OF CHAUMONT, NEW YORK.

HOST COMMUNITY AGREEMENT

This **HOST COMMUNITY AGREEMENT**, is made as of the ____ day of _____, 2026 (this “**Agreement**”) by and between:

NSF Chaumont Site 1, LLC, a limited liability company with a principal place of business located at 7 Times Square Tower, Suite 3504, New York, New York 10036 (the “**Company**”);

the Town of Lyme, a municipal corporation duly organized and existing under the laws of the State of New York and having its office at 12175 NYS Route 12E, Chaumont, New York 13622 (the “**Town**”);

Jefferson County, a municipal corporation duly organized and existing under the laws of the State of New York and having its office at 195 Arsenal Street, Watertown, New York 13601 (the “**County**”);

the Village of Chaumont, a municipal corporation duly organized and existing under the laws of the State of New York and having its office at 12175 NYS Route 12 E, Chaumont, New York 13622 (the “**Village**”); and

the Jefferson County Industrial Development Agency is a public benefit corporation duly organized and existing under the laws of the State of New York and having its office at 800 Starbuck Avenue, Suite 800, Watertown, New York 13601 (the “**IDA**”).

The Town, County, and Village are referred to collectively as the “**Taxing Jurisdictions**.”

The Company, Town, County, Village, and IDA may sometimes be referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**”.

WHEREAS, the Company has submitted a Notice of Intent to the Taxing Jurisdictions that it plans to build and operate a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) Section 487 (1)(b) (the “**Project**”) with an expected nameplate capacity of approximately 5 Megawatts AC on a parcel of land located at County Route 179, Chaumont, New York 13622 and identified as S.B.L. # 61.35-1-1 and suffix parcel # 61.35-1-1-801 (the “**Property**”); and

WHEREAS, in connection with the Project, the Company wishes to support the Taxing Jurisdictions’ efforts by providing support to its residents that is not available from tax dollars; and

WHEREAS, the Parties believe that their mutual interests will be served by the execution of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

The terms of this Agreement shall have the meanings ascribed to them herein, for all purposes of this Agreement, unless the context clearly indicates some other meaning. Words in singular shall include the plural and words in the plural shall include the singular where the context so requires.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.1 TAXING JURISDICTIONS' REPRESENTATIONS AND WARRANTIES.

The Taxing Jurisdictions represent, warrant, and agree as follows:

a. **Existence and Good Standing.** The Taxing Jurisdictions are validly existing political subdivisions of the State of New York.

b. **Approval and Authorization.** The Taxing Jurisdictions have full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Taxing Jurisdictions have duly authorized the execution and delivery of this Agreement and the Taxing Jurisdictions' performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the Taxing Jurisdictions, jointly and severally, which is enforceable in accordance with its terms. A copy of the resolutions passed by the Taxing Jurisdictions and the IDA approving this Agreement and authorizing its execution are attached as **Exhibit A**.

c. **Signatory.** The Taxing Jurisdictions represents and warrants that the individual who has executed this Agreement pursuant to a resolutions adopted by the respective boards of the Taxing Jurisdictions, at a meeting thereof, and the representative of each of the respective Taxing Jurisdictions whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the entity for which the individual has signed.

SECTION 2.2 IDA REPRESENTATIONS AND WARRANTIES.

a. **Existence and Good Standing.** The IDA is a validly existing public benefit corporation in the State of New York.

b. **Approval, Authorization and Enforcement.** The IDA has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The IDA is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein.

c. Signatory. The IDA represents and warrants that its signatory, whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the IDA.

SECTION 2.3 COMPANY REPRESENTATIONS AND WARRANTIES.

The Company represents, warrants, and agrees as follows:

a. Existence and Good Standing. The Company is, and will continue to be throughout the term hereof, validly existing as a limited liability company authorized to do business within the State of New York.

b. Approval, Authorization, and Enforcement. The Company has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Company is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein.

c. Signatory. The Company represents and warrants that its signatory, whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the Company.

d. All Statements True. No statement, information, representation or warranty of the Company contained in this Agreement or furnished by or on behalf of the Company in connection with the transactions contemplated contain any untrue statements of a material fact or omits to state a material fact necessary in order to make a statement contained herein not misleading.

ARTICLE III

TERM

SECTION 3.1 EFFECTIVE DATE.

This Agreement will become effective upon the execution by all the Parties and on the date of the last signatory (the “**Effective Date**”).

SECTION 3.2 TERM.

The term of this Agreement is eleven years and will commence on January 1, 2027 (the “**Commencement Date**”) so long as Town Assessor grants the Project the Real Property Tax Law § 487 exemption on School District portion of the roll as of the 2026 final assessment roll. In the event the Town Assessor does not grant the Real Property Tax Law § 487 exemption on School District portion of the roll as of the 2026 final assessment roll, the term of this Agreement shall commence on the January 1 following the grant of the Real Property Tax Law § 487 exemption as reflected on the final assessment roll.

ARTICLE IV

HOST COMMUNITY PAYMENT

SECTION 4.1 HOST COMMUNITY PAYMENT

a. **Payment.** The Company agrees to pay \$3,500/MWac for the Project shared pro-rata annually to each of the Taxing Jurisdictions and continuing for the Term of this Agreement (each year being the “**Annual Host Community Payment**” and collectively, over the term the “**Host Community Payments**”). The Taxing Jurisdictions’ share of the Host Community Payments is reflected in **Schedule A** attached hereto.¹ The respective share of each Taxing Jurisdiction is based on the tax rate as of January 1, 2027 (the “Default Allocation”). The Taxing Jurisdictions may agree to a different allocation amongst themselves without the consent of the Company so long as there is no increase in the amount of Host Community Payment due in any year.

b. In lieu of the Default Allocation, the Taxing Jurisdictions hereby agree to allocated the Host Community Payments as follows: the County shall receive forty-five percent (45%), the Town shall receive twenty-two percent (22%) and the Village shall receive thirty-three percent (33%) of such Host Community Payments.

c. The Host Community Payments contemplated in Section 4.1(a) above include the battery energy storage systems (“BESS”) on site and no additional fees or payments are due for the BESS.

d. **Due Date.** Each Host Community Payment to the Taxing Jurisdictions shall be due annually on January 31 following the Commencement Date and shall be payable to, submitted to, and distributed by, the IDA as provided for in this Agreement. Such Host Community Payments will be sent to Jefferson County IDA, 800 Starbuck Avenue, Suite 800, Watertown, New York 13601 or such other address as the IDA advises in writing.

e. After the Company makes the last of the Host Community Payments, it shall have no further financial obligations to the Taxing Jurisdictions for this Project under this Agreement.

f. **Purpose.** The Taxing Jurisdictions confirm that the Host Community Fee payable by the Company hereunder will constitute revenues for the following public purposes: any legally authorized purpose as set forth under General Municipal Law. The Taxing Jurisdictions agree to expend the Host Community Fee for such public purposes.

¹ The Company entered into separate financial agreements with the Lyme Central School District (the “School District”) previously, so the School District is intentionally excluded from this Agreement and no payments to the School District are contemplated under this Agreement.

SECTION 4.2 LATE PAYMENT.

If any Host Community Payment is not paid as of the date due it shall be deemed late without any requirement of notice from the Taxing Jurisdictions or IDA. Late fees shall be assessed at a rate of one (1) percent (1%) a month on the original amount outstanding, until the outstanding Host Community Payment is paid.

The Taxing Jurisdictions agree that the Company's liability to make an Annual Payment under this Agreement shall be satisfied upon Company's payment of the applicable Annual Payment to the IDA. As the Parties agree to have the IDA distribute the payments outlined in Schedule A to the Taxing Jurisdictions under this Agreement, the Company shall not be responsible for any act or omission by the IDA in its distribution of any payment under this Agreement to the Taxing Jurisdictions, including, but not limited to, any delay or miscalculation of such payments. The Taxing Jurisdictions and IDA warrant and represent that the Company's payment is deemed timely upon the Company's delivery of the payment to the IDA and any such delay, defect, act, or omission by the IDA in distributing the payments to the Taxing Jurisdictions shall not be attributed to Company in any way. For the avoidance of doubt, any delay, defect, act, or omission by the IDA in transmitting the Taxing's Jurisdictions' respective shares of the payment under this Agreement shall not be considered late, shall not accrue any penalty or interest, and shall not form the basis of any termination the Taxing Jurisdictions may have under this Agreement. In the event of a dispute of a timely payment made by the Company under this Agreement but for which was not, for whatever reason, sent by the IDA to the Taxing Jurisdictions, the Taxing Jurisdictions agree to indemnify and hold harmless the Company against any and all claims, demands, damages, liabilities, costs, including reasonable attorneys' fees, and judgments arising out of or relating to the Company's payments under this Agreement as distributed by the IDA to the Taxing Jurisdictions.

SECTION 4.3 NO OFFSET.

No payment due under this Agreement shall be offset against any other fee, payment, tax, or payment in-lieu-of-taxes due under any other agreement, even in the event that any federal, state, county, or local law is enacted which would otherwise allow the Company to reduce or otherwise discontinue such payments.

ARTICLE V

IDA ADMINISTRATION OF THIS AGREEMENT

SECTION 5.1 IDA ADMINISTRATION.

The Parties agree that the IDA shall administer this Agreement and distribute the Host Community Payments provided for under Section 4.1 of this Agreement and as reflected in Schedule A. The IDA shall do so for one-fifth of its customary annual administrative fee. The Company agrees to pay THREE HUNDRED DOLLARS (\$300.00) annually to the IDA during the Term of this Agreement ("IDA Annual Administrative Fee"). The

Company shall pay the IDA Annual Administrative Fee at the same time and in the same manner as the Annual Host Community Payment set forth in Section 4.1 above.

ARTICLE VI

BREACH AND REMEDIES

SECTION 6.1 NOTICE OF BREACH.

In any case where either Party breaches this Agreement, the non-breaching Party shall provide written notice to the breaching Party within ten (10) days of such breach (“**Notice of Breach**”). Each monetary Notice of Breach given by the IDA or any one of the Taxing Jurisdictions to the Company or any Mortgagee will state the amounts, to the extent known, of any payments herein provided that are then claimed to be in Default.

SECTION 6.2 COMPANY RIGHT TO CURE.

The Company shall have the right to cure any breach and must cure such breach within thirty (30) days of its receipt of a Notice of Breach, in which event the IDA or any one of the Taxing Jurisdictions shall give the Company an additional sixty (60) days to cure provided the Company has commenced a cure and proceeded diligently to affect such cure.

SECTION 6.3 REMEDIES CUMULATIVE.

No remedy herein conferred upon or reserved to the IDA or the any one of the Taxing Jurisdictions is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any breach shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII

SEVERABILITY

SECTION 7.1 SEVERABILITY.

If any clause, provision, section or article of this Agreement, or a portion thereof, is held invalid, inoperative or unenforceable by any court or regulatory authority of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by applicable law.

SECTION 7.2 REFORMATION.

Notwithstanding the foregoing, if any clause, provision, section or article of this Agreement, or a portion thereof, is held invalid, inoperative or unenforceable by any court or regulatory authority of competent jurisdiction, the Parties shall:

a. Promptly meet and negotiate a substitute for such clause, provision, section or article, which will to the greatest extent legally permissible, effect the original intent of the Parties therein.

b. Negotiate such changes in, substitutions for, or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with Article 4 hereof to effect the original intent of the Parties in the clause, provision, section or article declared invalid.

ARTICLE VIII

NOTICES

SECTION 8.1 NOTICES.

All notices, demands, requests, consents, or other communications provided for or permitted to be given pursuant to this Agreement shall be in writing and shall be mailed, communicated by electronic mail, or delivered to the Parties at the respective address set forth below:

If to the Company:

NSF Chaumont Site 1, LLC
c/o Convergent Energy + Power
7 Times Square Tower, Suite 3504
New York, New York 10036

With a copy to:

Daniel A. Spitzer, Esq.
Hodgson Russ LLP
The Guaranty Building
140 Pearl Street
Buffalo, New York 14202

If to the Town:

Town Supervisor
Town of Lyme
12175 NYS Route 12E
Chaumont, New York 13622

If to the County:

County Administrator
Jefferson County
195 Arsenal Street
Watertown, New York 13601

If to the Village:

Mayor
Village of Chaumont
12175 NYS Route 12 E
Chaumont, New York 13622

If to the IDA:

Chief Executive Officer
Jefferson County IDA
800 Starbuck Avenue, Suite 800
Watertown, New York 13601

All such notices, demands, requests, consents, or other communications shall be deemed to have been duly given when transmitted by electronic copy or personally delivered or, in the case of a mailed notice, upon receipt, in each case addressed as aforesaid. Each of the Parties may from time to time change its address for notices by providing notice of such change to the other Parties given in accordance with this Section.

ARTICLE IX MISCELLANEOUS

SECTION 9.1 NO WAIVER.

The failure of any Party to insist on the strict performance of any term or provision hereof will not be deemed a waiver of the right to insist on strict performance of any other term or provision, nor will it be deemed a waiver of any subsequent breach. Unless specifically stated, the selection of any specific remedy hereunder or under the Local Law by either Party shall not be deemed an election of remedies limiting either Party's right to seek any other remedy otherwise allowed by this Agreement or the Local Law.

SECTION 9.2 APPLICABLE LAW AND VENUE.

This Agreement will be governed by the laws of the State of New York. Venue for any dispute arising under this Agreement shall be solely in the New York State Supreme Court for Jefferson County.

SECTION 9.3 NO RECOURSE.

All obligations of the Parties contained in this Agreement shall be deemed to be the corporate obligations of the respective Parties and not obligations of any member, officer, director, official, agent, servant, employee, or affiliate of the Parties. No recourse upon any obligation contained in this Agreement, or otherwise based on or in respect of this Agreement, shall be had against any past, present, or future member, officer, director, official, agent, servant, employee, or affiliate of the Parties.

SECTION 9.4 ENTIRE AGREEMENT.

Unless supplemented or otherwise amended in writing by the Parties in accordance with the laws of the State, this Agreement constitutes the Parties' entire agreement with respect to the subject set forth herein, and no other agreements, written or unwritten, implied or express, will be deemed effective.

SECTION 9.5 AMENDMENT.

No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in a writing that specifically references this Agreement and that is duly executed by the Parties.

SECTION 9.6 BINDING EFFECT.

This Agreement shall inure to the benefit of and shall be binding upon each of the Parties and, as permitted by this Agreement, their respective successors and permitted assigns.

SECTION 9.7 HEADINGS.

The headings of sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the construction hereof.

SECTION 9.8 ASSIGNMENT BY THE IDA AND TAXING JURISDICTION.

Except in the context of financing or securitizing revenues from the Project under this Agreement, the IDA and Taxing Jurisdictions may not transfer or assign any of their rights or obligations under this Agreement without the prior written consent of the Company and any such transfer or assignment shall be null and void and of no force and effect. The Company shall cooperate with the IDA and Taxing Jurisdictions from time to time, including, without limitation, by entering into a consent and assignment or other

agreements with the IDA and Taxing Jurisdictions and the financing parties involved with any such financing or securitization in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by the involved financing parties.

SECTION 9.9 ASSIGNMENT BY COMPANY.

The Company may, without the consent of the IDA or the Taxing Jurisdictions: (a) assign this Agreement to any (x) purchaser or successor in and to the Project, (y) affiliate or subsidiary of the Company that is controlled by, controlling or under common control with the Company, or (z) persons or entities providing financing for the Project (“**Lender**”, and such purchaser, affiliate, and Lender are collectively defined as a “**Successor**”), provided such Successor assumes and agrees to be bound by this Agreement by executing and submitting to the Taxing Jurisdictions a notice of assignment and assumption of this Agreement at least thirty days prior to any assignment, and (b) pledge, encumber, hypothecate, mortgage, grant a security interest in and collaterally assign this Agreement to any to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation whether or not such obligation is related to any indebtedness (a “**Lender’s Lien**”). A Lender shall have the absolute right to: (a) assign its Lender’s Lien; (b) take possession of and operate the Property or any portion thereof solely in accordance with the Company’s rights under this Agreement and perform any obligations to be performed by Company or a Successor hereunder; or (c) exercise any rights of Company hereunder. The IDA and the Taxing Jurisdictions shall cooperate with the Company, its affiliates, any Successor from time to time, including, without limitation, by entering into a consent and assignment or other agreements with such Successor and the Company in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by such Successor, including execution of a consent to the assignment of this Agreement. In the event this Agreement is assigned to a Successor, the Company shall have no further obligations hereunder, except for any obligations outstanding on the date of the transfer, but only if the Successor has in writing confirmed its acceptance of its obligations and Successor is not in breach of its obligations under this Agreement. Nothing herein shall limit in any way the right of the owners of the Company to sell or otherwise transfer (including by merger or consolidation with any other entity) all or a portion of their ownership interests in the Company.

SECTION 9.10 COUNTERPARTS.

This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. A scanned or electronic signature shall constitute an original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year above written.

TOWN OF LYME

By: _____
Name: _____
Title: _____

JEFFERSON COUNTY

By: _____
Name: _____
Title: _____

VILLAGE OF CHAUMONT

By: _____
Name: _____
Title: _____

JEFFERSON COUNTY IDA

By: _____
Name: _____
Title: _____

NSF CHAUMONT SITE 1, LLC

By: _____
Name: _____
Title: _____

Exhibit A
Approving Resolutions

Schedule A

Annual Host Community Payment

Based on \$3,500/MW for 5MW project

<u>Town</u>	<u>County</u>	<u>Village</u>	<u>Total</u>
\$3,850	\$7,875	\$5,775	\$17,500

Host Community Agreement
between the
TOWN OF LYME
and
JEFFERSON COUNTY
and
VILLAGE OF CHAUMONT
and
JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT
AGENCY, as administrator,
and
NSF CHAUMONT SITE 2, LLC

RELATING TO THE PREMISES LOCATED AT 12711
Morris Tract Road (TAX MAP 61.44-1-1 and 61.44-1-1.-801)
IN THE VILLAGE OF CHAUMONT, NEW YORK.

HOST COMMUNITY AGREEMENT

This **HOST COMMUNITY AGREEMENT**, is made as of the ____ day of _____, 2026 (this “**Agreement**”) by and between:

NSF Chaumont Site 2, LLC, a limited liability company with a principal place of business located at 7 Times Square Tower, Suite 3504, New York, New York 10036 (the “**Company**”);

the Town of Lyme, a municipal corporation duly organized and existing under the laws of the State of New York and having its office at 12175 NYS Route 12E, Chaumont, New York 13622 (the “**Town**”);

Jefferson County, a municipal corporation duly organized and existing under the laws of the State of New York and having its office at 195 Arsenal Street, Watertown, New York 13601 (the “**County**”);

the Village of Chaumont, a municipal corporation duly organized and existing under the laws of the State of New York and having its office at 12175 NYS Route 12 E, Chaumont, New York 13622 (the “**Village**”); and

the Jefferson County Industrial Development Agency is a public benefit corporation duly organized and existing under the laws of the State of New York and having its office at 800 Starbuck Avenue, Suite 800, Watertown, New York 13601 (the “**IDA**”).

The Town, County, and Village are referred to collectively as the “**Taxing Jurisdictions.**”

The Company, Town, County, Village, and IDA may sometimes be referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**”.

WHEREAS, the Company has submitted a Notice of Intent to the Taxing Jurisdictions that it plans to build and operate a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) Section 487 (1)(b) (the “Project”) with an expected nameplate capacity of approximately 3 Megawatts AC on a parcel of land located at 12711 Morris Tract Road, Chaumont, New York 13622 and identified as S.B.L. # 61.44-1-1 and #61.44-1-1.-801 (the “Property”); and

WHEREAS, in connection with the Project, the Company wishes to support the Taxing Jurisdictions’ efforts by providing support to its residents that is not available from tax dollars; and

WHEREAS, the Parties believe that their mutual interests will be served by the execution of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

The terms of this Agreement shall have the meanings ascribed to them herein, for all purposes of this Agreement, unless the context clearly indicates some other meaning. Words in singular shall include the plural and words in the plural shall include the singular where the context so requires.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.1 TAXING JURISDICTIONS' REPRESENTATIONS AND WARRANTIES.

The Taxing Jurisdictions represent, warrant, and agree as follows:

a. Existence and Good Standing. The Taxing Jurisdictions are validly existing political subdivisions of the State of New York.

b. Approval and Authorization. The Taxing Jurisdictions have full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Taxing Jurisdictions have duly authorized the execution and delivery of this Agreement and the Taxing Jurisdictions' performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the Taxing Jurisdictions, jointly and severally, which is enforceable in accordance with its terms. A copy of the resolutions passed by the Taxing Jurisdictions and the IDA approving this Agreement and authorizing its execution are attached as **Exhibit A**.

c. Signatory. The Taxing Jurisdictions represents and warrants that the individual who has executed this Agreement pursuant to a resolutions adopted by the respective boards of the Taxing Jurisdictions, at a meeting thereof, and the representative of each of the respective Taxing Jurisdictions whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the entity for which the individual has signed.

SECTION 2.2 IDA REPRESENTATIONS AND WARRANTIES.

a. Existence and Good Standing. The IDA is a validly existing public benefit corporation in the State of New York.

b. Approval, Authorization and Enforcement. The IDA has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The IDA is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein.

c. Signatory. The IDA represents and warrants that its signatory, whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the IDA.

SECTION 2.3 COMPANY REPRESENTATIONS AND WARRANTIES.

The Company represents, warrants, and agrees as follows:

a. Existence and Good Standing. The Company is, and will continue to be throughout the term hereof, validly existing as a limited liability company authorized to do business within the State of New York.

b. Approval, Authorization, and Enforcement. The Company has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Company is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein.

c. Signatory. The Company represents and warrants that its signatory, whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the Company.

d. All Statements True. No statement, information, representation or warranty of the Company contained in this Agreement or furnished by or on behalf of the Company in connection with the transactions contemplated contain any untrue statements of a material fact or omits to state a material fact necessary in order to make a statement contained herein not misleading.

ARTICLE III

TERM

SECTION 3.1 EFFECTIVE DATE.

This Agreement will become effective upon the execution by all the Parties and on the date of the last signatory (the “**Effective Date**”).

SECTION 3.2 TERM.

The term of this Agreement is eleven years and will commence on January 1, 2027 (the “**Commencement Date**”) so long as Town Assessor grants the Project the Real Property Tax Law § 487 exemption on School District portion of the roll as of the 2026 final assessment roll. In the event the Town Assessor does not grant the Real Property Tax Law § 487 exemption on School District portion of the roll as of the 2026 final assessment roll, the term of this Agreement shall commence on the January 1 following the grant of the Real Property Tax Law § 487 exemption as reflected on the final assessment roll.

ARTICLE IV

HOST COMMUNITY PAYMENT

SECTION 4.1 HOST COMMUNITY PAYMENT

a. Payment. The Company agrees to pay \$3,500/MWac for the Project shared pro-rata annually to each of the Taxing Jurisdictions and continuing for the Term of this Agreement (each year being the “**Annual Host Community Payment**” and collectively, over the term the “**Host Community Payments**”). The Taxing Jurisdictions’ share of the Host Community Payments is reflected in **Schedule A** attached hereto.¹ The respective share of each Taxing Jurisdiction is based on the tax rate as of January 1, 2027 (the “Default Allocation”). The Taxing Jurisdictions may agree to a different allocation amongst themselves without the consent of the Company so long as there is no increase in the amount of Host Community Payment due in any year.

b. In lieu of the Default Allocation, the Taxing Jurisdictions hereby agree to allocated the Host Community Payments as follows: the County shall receive forty-five percent (45%), the Town shall receive twenty-two percent (22%) and the Village shall receive thirty-three percent (33%) of such Host Community Payments.

c. The Host Community Payments contemplated in Section 4.1(a) above include the battery energy storage systems (“BESS”) on site and no additional fees or payments are due for the BESS.

d. Due Date. Each Host Community Payment to the Taxing Jurisdictions shall be due annually on January 31 following the Commencement Date and shall be payable to, submitted to, and distributed by, the IDA as provided for in this Agreement. Such Host Community Payments will be sent to Jefferson County IDA, 800 Starbuck Avenue, Suite 800, Watertown, New York 13601 or such other address as the IDA advises in writing.

e. After the Company makes the last of the Host Community Payments, it shall have no further financial obligations to the Taxing Jurisdictions for this Project under this Agreement.

f. Purpose. The Taxing Jurisdictions confirm that the Host Community Fee payable by the Company hereunder will constitute revenues for the following public purposes: any legally authorized purpose as set forth under General Municipal Law. The Taxing Jurisdictions agree to expend the Host Community Fee for such public purposes.

¹ The Company entered into separate financial agreements with the Lyme Central School District (the “School District”) previously, so the School District is intentionally excluded from this Agreement and no payments to the School District are contemplated under this Agreement.

SECTION 4.2 LATE PAYMENT.

If any Host Community Payment is not paid as of the date due it shall be deemed late without any requirement of notice from the Taxing Jurisdictions or IDA. Late fees shall be assessed at a rate of one (1) percent (1%) a month on the original amount outstanding, until the outstanding Host Community Payment is paid.

The Taxing Jurisdictions agree that the Company's liability to make an Annual Payment under this Agreement shall be satisfied upon Company's payment of the applicable Annual Payment to the IDA. As the Parties agree to have the IDA distribute the payments outlined in Schedule A to the Taxing Jurisdictions under this Agreement, the Company shall not be responsible for any act or omission by the IDA in its distribution of any payment under this Agreement to the Taxing Jurisdictions, including, but not limited to, any delay or miscalculation of such payments. The Taxing Jurisdictions and IDA warrant and represent that the Company's payment is deemed timely upon the Company's delivery of the payment to the IDA and any such delay, defect, act, or omission by the IDA in distributing the payments to the Taxing Jurisdictions shall not be attributed to Company in any way. For the avoidance of doubt, any delay, defect, act, or omission by the IDA in transmitting the Taxing's Jurisdictions' respective shares of the payment under this Agreement shall not be considered late, shall not accrue any penalty or interest, and shall not form the basis of any termination the Taxing Jurisdictions may have under this Agreement. In the event of a dispute of a timely payment made by the Company under this Agreement but for which was not, for whatever reason, sent by the IDA to the Taxing Jurisdictions, the Taxing Jurisdictions agree to indemnify and hold harmless the Company against any and all claims, demands, damages, liabilities, costs, including reasonable attorneys' fees, and judgments arising out of or relating to the Company's payments under this Agreement as distributed by the IDA to the Taxing Jurisdictions.

SECTION 4.3 NO OFFSET.

No payment due under this Agreement shall be offset against any other fee, payment, tax, or payment in-lieu-of-taxes due under any other agreement, even in the event that any federal, state, county, or local law is enacted which would otherwise allow the Company to reduce or otherwise discontinue such payments.

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IDA ADMINISTRATION OF THIS AGREEMENT

SECTION 5.1 IDA ADMINISTRATION.

The Parties agree that the IDA shall administer this Agreement and distribute the Host Community Payments provided for under Section 4.1 of this Agreement and as reflected in Schedule A. The IDA shall do so for one-fifth of its customary annual administrative fee. The Company agrees to pay THREE HUNDRED DOLLARS (\$300.00) annually to the IDA during the Term of this Agreement ("IDA Annual Administrative Fee"). The

Company shall pay the IDA Annual Administrative Fee at the same time and in the same manner as the Annual Host Community Payment set forth in Section 4.1 above.

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SECTION 6.1 NOTICE OF BREACH.

In any case where either Party breaches this Agreement, the non-breaching Party shall provide written notice to the breaching Party within ten (10) days of such breach (“**Notice of Breach**”). Each monetary Notice of Breach given by the IDA or any one of the Taxing Jurisdictions to the Company or any Mortgagee will state the amounts, to the extent known, of any payments herein provided that are then claimed to be in Default.

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The Company shall have the right to cure any breach and must cure such breach within thirty (30) days of its receipt of a Notice of Breach, in which event the IDA or any one of the Taxing Jurisdictions shall give the Company an additional sixty (60) days to cure provided the Company has commenced a cure and proceeded diligently to affect such cure.

SECTION 6.3 REMEDIES CUMULATIVE.

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ARTICLE VII

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SECTION 7.2 REFORMATION.

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a. Promptly meet and negotiate a substitute for such clause, provision, section or article, which will to the greatest extent legally permissible, effect the original intent of the Parties therein.

b. Negotiate such changes in, substitutions for, or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with Article 4 hereof to effect the original intent of the Parties in the clause, provision, section or article declared invalid.

ARTICLE VIII

NOTICES

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With a copy to:

Daniel A. Spitzer, Esq.
Hodgson Russ LLP
The Guaranty Building
140 Pearl Street
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If to the Town:

Town Supervisor
Town of Lyme
12175 NYS Route 12E
Chaumont, New York 13622

If to the County:

County Administrator
Jefferson County
195 Arsenal Street
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If to the Village:

Mayor
Village of Chaumont
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Chaumont, New York 13622

If to the IDA:

Chief Executive Officer
Jefferson County IDA
800 Starbuck Avenue, Suite 800
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SECTION 9.1 NO WAIVER.

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SECTION 9.2 APPLICABLE LAW AND VENUE.

This Agreement will be governed by the laws of the State of New York. Venue for any dispute arising under this Agreement shall be solely in the New York State Supreme Court for Jefferson County.

SECTION 9.3 NO RECOURSE.

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SECTION 9.4 ENTIRE AGREEMENT.

Unless supplemented or otherwise amended in writing by the Parties in accordance with the laws of the State, this Agreement constitutes the Parties' entire agreement with respect to the subject set forth herein, and no other agreements, written or unwritten, implied or express, will be deemed effective.

SECTION 9.5 AMENDMENT.

No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in a writing that specifically references this Agreement and that is duly executed by the Parties.

SECTION 9.6 BINDING EFFECT.

This Agreement shall inure to the benefit of and shall be binding upon each of the Parties and, as permitted by this Agreement, their respective successors and permitted assigns.

SECTION 9.7 HEADINGS.

The headings of sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the construction hereof.

SECTION 9.8 ASSIGNMENT BY THE IDA AND TAXING JURISDICTION.

Except in the context of financing or securitizing revenues from the Project under this Agreement, the IDA and Taxing Jurisdictions may not transfer or assign any of their rights or obligations under this Agreement without the prior written consent of the Company and any such transfer or assignment shall be null and void and of no force and effect. The Company shall cooperate with the IDA and Taxing Jurisdictions from time to time, including, without limitation, by entering into a consent and assignment or other

agreements with the IDA and Taxing Jurisdictions and the financing parties involved with any such financing or securitization in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by the involved financing parties.

SECTION 9.9 ASSIGNMENT BY COMPANY.

The Company may, without the consent of the IDA or the Taxing Jurisdictions: (a) assign this Agreement to any (x) purchaser or successor in and to the Project, (y) affiliate or subsidiary of the Company that is controlled by, controlling or under common control with the Company, or (z) persons or entities providing financing for the Project (“**Lender**”, and such purchaser, affiliate, and Lender are collectively defined as a “**Successor**”), provided such Successor assumes and agrees to be bound by this Agreement by executing and submitting to the Taxing Jurisdictions a notice of assignment and assumption of this Agreement at least thirty days prior to any assignment, and (b) pledge, encumber, hypothecate, mortgage, grant a security interest in and collaterally assign this Agreement to any to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation whether or not such obligation is related to any indebtedness (a “**Lender’s Lien**”). A Lender shall have the absolute right to: (a) assign its Lender’s Lien; (b) take possession of and operate the Property or any portion thereof solely in accordance with the Company’s rights under this Agreement and perform any obligations to be performed by Company or a Successor hereunder; or (c) exercise any rights of Company hereunder. The IDA and the Taxing Jurisdictions shall cooperate with the Company, its affiliates, any Successor from time to time, including, without limitation, by entering into a consent and assignment or other agreements with such Successor and the Company in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by such Successor, including execution of a consent to the assignment of this Agreement. In the event this Agreement is assigned to a Successor, the Company shall have no further obligations hereunder, except for any obligations outstanding on the date of the transfer, but only if the Successor has in writing confirmed its acceptance of its obligations and Successor is not in breach of its obligations under this Agreement. Nothing herein shall limit in any way the right of the owners of the Company to sell or otherwise transfer (including by merger or consolidation with any other entity) all or a portion of their ownership interests in the Company.

SECTION 9.10 COUNTERPARTS.

This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. A scanned or electronic signature shall constitute an original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year above written.

TOWN OF LYME

By: _____
Name: _____
Title: _____

JEFFERSON COUNTY

By: _____
Name: _____
Title: _____

VILLAGE OF CHAUMONT

By: _____
Name: _____
Title: _____

JEFFERSON COUNTY IDA

By: _____
Name: _____
Title: _____

NSF CHAUMONT SITE 2, LLC

By: _____
Name: _____
Title: _____

Exhibit A
Approving Resolutions

Schedule A

Annual Host Community Payment

Based on \$3,500/MW for 3MW project

<u>Town</u>	<u>County</u>	<u>Village</u>	<u>Total</u>
\$2,310	\$4,725	\$3,465	\$10,500

Host Community Agreement
between the
TOWN OF LYME
and
JEFFERSON COUNTY
and
VILLAGE OF CHAUMONT
and
JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT
AGENCY, as administrator,
and
NSF CHAUMONT SITE 3, LLC

RELATING TO THE PREMISES LOCATED AT COUNTY
ROUTE 179 (TAX MAP 61.35-1-2 and 61.35-1-2.-801) IN
THE VILLAGE OF CHAUMONT, NEW YORK.

HOST COMMUNITY AGREEMENT

This **HOST COMMUNITY AGREEMENT**, is made as of the ____ day of _____, 2026 (this “**Agreement**”) by and between:

NSF Chaumont Site 3, LLC, a limited liability company with a principal place of business located at 7 Times Square Tower, Suite 3504, New York, New York 10036 (the “**Company**”);

the Town of Lyme, a municipal corporation duly organized and existing under the laws of the State of New York and having its office at 12175 NYS Route 12E, Chaumont, New York 13622 (the “**Town**”);

Jefferson County, a municipal corporation duly organized and existing under the laws of the State of New York and having its office at 195 Arsenal Street, Watertown, New York 13601 (the “**County**”);

the Village of Chaumont, a municipal corporation duly organized and existing under the laws of the State of New York and having its office at 12175 NYS Route 12 E, Chaumont, New York 13622 (the “**Village**”); and

the Jefferson County Industrial Development Agency is a public benefit corporation duly organized and existing under the laws of the State of New York and having its office at 800 Starbuck Avenue, Suite 800, Watertown, New York 13601 (the “**IDA**”).

The Town, County, and Village are referred to collectively as the “**Taxing Jurisdictions.**”

The Company, Town, County, Village, and IDA may sometimes be referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**”.

WHEREAS, the Company has submitted a Notice of Intent to the Taxing Jurisdictions that it plans to build and operate a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) Section 487 (1)(b) (the “Project”) with an expected nameplate capacity of approximately 5 Megawatts AC on a parcel of land located at County Route 179, Chaumont, New York 13622 and identified as S.B.L. # 61.35-1-2 and #61.35-1-2.-801 (the “Property”); and

WHEREAS, in connection with the Project, the Company wishes to support the Taxing Jurisdictions’ efforts by providing support to its residents that is not available from tax dollars; and

WHEREAS, the Parties believe that their mutual interests will be served by the execution of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

The terms of this Agreement shall have the meanings ascribed to them herein, for all purposes of this Agreement, unless the context clearly indicates some other meaning. Words in singular shall include the plural and words in the plural shall include the singular where the context so requires.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.1 TAXING JURISDICTIONS' REPRESENTATIONS AND WARRANTIES.

The Taxing Jurisdictions represent, warrant, and agree as follows:

a. **Existence and Good Standing.** The Taxing Jurisdictions are validly existing political subdivisions of the State of New York.

b. **Approval and Authorization.** The Taxing Jurisdictions have full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Taxing Jurisdictions have duly authorized the execution and delivery of this Agreement and the Taxing Jurisdictions' performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the Taxing Jurisdictions, jointly and severally, which is enforceable in accordance with its terms. A copy of the resolutions passed by the Taxing Jurisdictions and the IDA approving this Agreement and authorizing its execution are attached as **Exhibit A**.

c. **Signatory.** The Taxing Jurisdictions represents and warrants that the individual who has executed this Agreement pursuant to a resolutions adopted by the respective boards of the Taxing Jurisdictions, at a meeting thereof, and the representative of each of the respective Taxing Jurisdictions whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the entity for which the individual has signed.

SECTION 2.2 IDA REPRESENTATIONS AND WARRANTIES.

a. **Existence and Good Standing.** The IDA is a validly existing public benefit corporation in the State of New York.

b. **Approval, Authorization and Enforcement.** The IDA has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The IDA is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein.

c. Signatory. The IDA represents and warrants that its signatory, whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the IDA.

SECTION 2.3 COMPANY REPRESENTATIONS AND WARRANTIES.

The Company represents, warrants, and agrees as follows:

a. Existence and Good Standing. The Company is, and will continue to be throughout the term hereof, validly existing as a limited liability company authorized to do business within the State of New York.

b. Approval, Authorization, and Enforcement. The Company has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Company is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein.

c. Signatory. The Company represents and warrants that its signatory, whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the Company.

d. All Statements True. No statement, information, representation or warranty of the Company contained in this Agreement or furnished by or on behalf of the Company in connection with the transactions contemplated contain any untrue statements of a material fact or omits to state a material fact necessary in order to make a statement contained herein not misleading.

ARTICLE III

TERM

SECTION 3.1 EFFECTIVE DATE.

This Agreement will become effective upon the execution by all the Parties and on the date of the last signatory (the “**Effective Date**”).

SECTION 3.2 TERM.

The term of this Agreement is eleven years and will commence on January 1, 2027 (the “**Commencement Date**”) so long as Town Assessor grants the Project the Real Property Tax Law § 487 exemption on School District portion of the roll as of the 2026 final assessment roll. In the event the Town Assessor does not grant the Real Property Tax Law § 487 exemption on School District portion of the roll as of the 2026 final assessment roll, the term of this Agreement shall commence on the January 1 following the grant of the Real Property Tax Law § 487 exemption as reflected on the final assessment roll.

ARTICLE IV

HOST COMMUNITY PAYMENT

SECTION 4.1 HOST COMMUNITY PAYMENT

a. Payment. The Company agrees to pay \$3,500/MWac for the Project shared pro-rata annually to each of the Taxing Jurisdictions and continuing for the Term of this Agreement (each year being the “**Annual Host Community Payment**” and collectively, over the term the “**Host Community Payments**”). The Taxing Jurisdictions’ share of the Host Community Payments is reflected in **Schedule A** attached hereto.¹ The respective share of each Taxing Jurisdiction is based on the tax rate as of January 1, 2027 (the “Default Allocation”). The Taxing Jurisdictions may agree to a different allocation amongst themselves without the consent of the Company so long as there is no increase in the amount of Host Community Payment due in any year.

b. In lieu of the Default Allocation, the Taxing Jurisdictions hereby agree to allocated the Host Community Payments as follows: the County shall receive forty-five percent (45%), the Town shall receive twenty-two percent (22%) and the Village shall receive thirty-three percent (33%) of such Host Community Payments.

c. The Host Community Payments contemplated in Section 4.1(a) above include the battery energy storage systems (“BESS”) on site and no additional fees or payments are due for the BESS.

d. Due Date. Each Host Community Payment to the Taxing Jurisdictions shall be due annually on January 31 following the Commencement Date and shall be payable to, submitted to, and distributed by, the IDA as provided for in this Agreement. Such Host Community Payments will be sent to Jefferson County IDA, 800 Starbuck Avenue, Suite 800, Watertown, New York 13601 or such other address as the IDA advises in writing.

e. After the Company makes the last of the Host Community Payments, it shall have no further financial obligations to the Taxing Jurisdictions for this Project under this Agreement.

f. Purpose. The Taxing Jurisdictions confirm that the Host Community Fee payable by the Company hereunder will constitute revenues for the following public purposes: any legally authorized purpose as set forth under General Municipal Law. The Taxing Jurisdictions agree to expend the Host Community Fee for such public purposes.

¹ The Company entered into separate financial agreements with the Lyme Central School District (the “School District”) previously, so the School District is intentionally excluded from this Agreement and no payments to the School District are contemplated under this Agreement.

SECTION 4.2 LATE PAYMENT.

If any Host Community Payment is not paid as of the date due it shall be deemed late without any requirement of notice from the Taxing Jurisdictions or IDA. Late fees shall be assessed at a rate of one (1) percent (1%) a month on the original amount outstanding, until the outstanding Host Community Payment is paid.

The Taxing Jurisdictions agree that the Company's liability to make an Annual Payment under this Agreement shall be satisfied upon Company's payment of the applicable Annual Payment to the IDA. As the Parties agree to have the IDA distribute the payments outlined in Schedule A to the Taxing Jurisdictions under this Agreement, the Company shall not be responsible for any act or omission by the IDA in its distribution of any payment under this Agreement to the Taxing Jurisdictions, including, but not limited to, any delay or miscalculation of such payments. The Taxing Jurisdictions and IDA warrant and represent that the Company's payment is deemed timely upon the Company's delivery of the payment to the IDA and any such delay, defect, act, or omission by the IDA in distributing the payments to the Taxing Jurisdictions shall not be attributed to Company in any way. For the avoidance of doubt, any delay, defect, act, or omission by the IDA in transmitting the Taxing's Jurisdictions' respective shares of the payment under this Agreement shall not be considered late, shall not accrue any penalty or interest, and shall not form the basis of any termination the Taxing Jurisdictions may have under this Agreement. In the event of a dispute of a timely payment made by the Company under this Agreement but for which was not, for whatever reason, sent by the IDA to the Taxing Jurisdictions, the Taxing Jurisdictions agree to indemnify and hold harmless the Company against any and all claims, demands, damages, liabilities, costs, including reasonable attorneys' fees, and judgments arising out of or relating to the Company's payments under this Agreement as distributed by the IDA to the Taxing Jurisdictions.

SECTION 4.3 NO OFFSET.

No payment due under this Agreement shall be offset against any other fee, payment, tax, or payment in-lieu-of-taxes due under any other agreement, even in the event that any federal, state, county, or local law is enacted which would otherwise allow the Company to reduce or otherwise discontinue such payments.

ARTICLE V

IDA ADMINISTRATION OF THIS AGREEMENT

SECTION 5.1 IDA ADMINISTRATION.

The Parties agree that the IDA shall administer this Agreement and distribute the Host Community Payments provided for under Section 4.1 of this Agreement and as reflected in Schedule A. The IDA shall do so for one-fifth of its customary annual administrative fee. The Company agrees to pay THREE HUNDRED DOLLARS (\$300.00) annually to the IDA during the Term of this Agreement ("IDA Annual Administrative Fee"). The

Company shall pay the IDA Annual Administrative Fee at the same time and in the same manner as the Annual Host Community Payment set forth in Section 4.1 above.

ARTICLE VI

BREACH AND REMEDIES

SECTION 6.1 NOTICE OF BREACH.

In any case where either Party breaches this Agreement, the non-breaching Party shall provide written notice to the breaching Party within ten (10) days of such breach ("**Notice of Breach**"). Each monetary Notice of Breach given by the IDA or any one of the Taxing Jurisdictions to the Company or any Mortgagee will state the amounts, to the extent known, of any payments herein provided that are then claimed to be in Default.

SECTION 6.2 COMPANY RIGHT TO CURE.

The Company shall have the right to cure any breach and must cure such breach within thirty (30) days of its receipt of a Notice of Breach, in which event the IDA or any one of the Taxing Jurisdictions shall give the Company an additional sixty (60) days to cure provided the Company has commenced a cure and proceeded diligently to affect such cure.

SECTION 6.3 REMEDIES CUMULATIVE.

No remedy herein conferred upon or reserved to the IDA or the any one of the Taxing Jurisdictions is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any breach shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII

SEVERABILITY

SECTION 7.1 SEVERABILITY.

If any clause, provision, section or article of this Agreement, or a portion thereof, is held invalid, inoperative or unenforceable by any court or regulatory authority of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by applicable law.

SECTION 7.2 REFORMATION.

Notwithstanding the foregoing, if any clause, provision, section or article of this Agreement, or a portion thereof, is held invalid, inoperative or unenforceable by any court or regulatory authority of competent jurisdiction, the Parties shall:

a. Promptly meet and negotiate a substitute for such clause, provision, section or article, which will to the greatest extent legally permissible, effect the original intent of the Parties therein.

b. Negotiate such changes in, substitutions for, or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with Article 4 hereof to effect the original intent of the Parties in the clause, provision, section or article declared invalid.

ARTICLE VIII

NOTICES

SECTION 8.1 NOTICES.

All notices, demands, requests, consents, or other communications provided for or permitted to be given pursuant to this Agreement shall be in writing and shall be mailed, communicated by electronic mail, or delivered to the Parties at the respective address set forth below:

If to the Company:

NSF Chaumont Site 3, LLC
c/o Convergent Energy + Power
7 Times Square Tower, Suite 3504
New York, New York 10036

With a copy to:

Daniel A. Spitzer, Esq.
Hodgson Russ LLP
The Guaranty Building
140 Pearl Street
Buffalo, New York 14202

If to the Town:

Town Supervisor
Town of Lyme
12175 NYS Route 12E
Chaumont, New York 13622

If to the County:

County Administrator
Jefferson County
195 Arsenal Street
Watertown, New York 13601

If to the Village:

Mayor
Village of Chaumont
12175 NYS Route 12 E
Chaumont, New York 13622

If to the IDA:

Chief Executive Officer
Jefferson County IDA
800 Starbuck Avenue, Suite 800
Watertown, New York 13601

All such notices, demands, requests, consents, or other communications shall be deemed to have been duly given when transmitted by electronic copy or personally delivered or, in the case of a mailed notice, upon receipt, in each case addressed as aforesaid. Each of the Parties may from time to time change its address for notices by providing notice of such change to the other Parties given in accordance with this Section.

ARTICLE IX MISCELLANEOUS

SECTION 9.1 NO WAIVER.

The failure of any Party to insist on the strict performance of any term or provision hereof will not be deemed a waiver of the right to insist on strict performance of any other term or provision, nor will it be deemed a waiver of any subsequent breach. Unless specifically stated, the selection of any specific remedy hereunder or under the Local Law by either Party shall not be deemed an election of remedies limiting either Party's right to seek any other remedy otherwise allowed by this Agreement or the Local Law.

SECTION 9.2 APPLICABLE LAW AND VENUE.

This Agreement will be governed by the laws of the State of New York. Venue for any dispute arising under this Agreement shall be solely in the New York State Supreme Court for Jefferson County.

SECTION 9.3 NO RECOURSE.

All obligations of the Parties contained in this Agreement shall be deemed to be the corporate obligations of the respective Parties and not obligations of any member, officer, director, official, agent, servant, employee, or affiliate of the Parties. No recourse upon any obligation contained in this Agreement, or otherwise based on or in respect of this Agreement, shall be had against any past, present, or future member, officer, director, official, agent, servant, employee, or affiliate of the Parties.

SECTION 9.4 ENTIRE AGREEMENT.

Unless supplemented or otherwise amended in writing by the Parties in accordance with the laws of the State, this Agreement constitutes the Parties' entire agreement with respect to the subject set forth herein, and no other agreements, written or unwritten, implied or express, will be deemed effective.

SECTION 9.5 AMENDMENT.

No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in a writing that specifically references this Agreement and that is duly executed by the Parties.

SECTION 9.6 BINDING EFFECT.

This Agreement shall inure to the benefit of and shall be binding upon each of the Parties and, as permitted by this Agreement, their respective successors and permitted assigns.

SECTION 9.7 HEADINGS.

The headings of sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the construction hereof.

SECTION 9.8 ASSIGNMENT BY THE IDA AND TAXING JURISDICTION.

Except in the context of financing or securitizing revenues from the Project under this Agreement, the IDA and Taxing Jurisdictions may not transfer or assign any of their rights or obligations under this Agreement without the prior written consent of the Company and any such transfer or assignment shall be null and void and of no force and effect. The Company shall cooperate with the IDA and Taxing Jurisdictions from time to time, including, without limitation, by entering into a consent and assignment or other

agreements with the IDA and Taxing Jurisdictions and the financing parties involved with any such financing or securitization in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by the involved financing parties.

SECTION 9.9 ASSIGNMENT BY COMPANY.

The Company may, without the consent of the IDA or the Taxing Jurisdictions: (a) assign this Agreement to any (x) purchaser or successor in and to the Project, (y) affiliate or subsidiary of the Company that is controlled by, controlling or under common control with the Company, or (z) persons or entities providing financing for the Project (“**Lender**”, and such purchaser, affiliate, and Lender are collectively defined as a “**Successor**”), provided such Successor assumes and agrees to be bound by this Agreement by executing and submitting to the Taxing Jurisdictions a notice of assignment and assumption of this Agreement at least thirty days prior to any assignment, and (b) pledge, encumber, hypothecate, mortgage, grant a security interest in and collaterally assign this Agreement to any to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation whether or not such obligation is related to any indebtedness (a “**Lender’s Lien**”). A Lender shall have the absolute right to: (a) assign its Lender’s Lien; (b) take possession of and operate the Property or any portion thereof solely in accordance with the Company’s rights under this Agreement and perform any obligations to be performed by Company or a Successor hereunder; or (c) exercise any rights of Company hereunder. The IDA and the Taxing Jurisdictions shall cooperate with the Company, its affiliates, any Successor from time to time, including, without limitation, by entering into a consent and assignment or other agreements with such Successor and the Company in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by such Successor, including execution of a consent to the assignment of this Agreement. In the event this Agreement is assigned to a Successor, the Company shall have no further obligations hereunder, except for any obligations outstanding on the date of the transfer, but only if the Successor has in writing confirmed its acceptance of its obligations and Successor is not in breach of its obligations under this Agreement. Nothing herein shall limit in any way the right of the owners of the Company to sell or otherwise transfer (including by merger or consolidation with any other entity) all or a portion of their ownership interests in the Company.

SECTION 9.10 COUNTERPARTS.

This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. A scanned or electronic signature shall constitute an original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year above written.

TOWN OF LYME

By: _____
Name: _____
Title: _____

JEFFERSON COUNTY

By: _____
Name: _____
Title: _____

VILLAGE OF CHAUMONT

By: _____
Name: _____
Title: _____

JEFFERSON COUNTY IDA

By: _____
Name: _____
Title: _____

NSF CHAUMONT SITE 3, LLC

By: _____
Name: _____
Title: _____

Exhibit A
Approving Resolutions

Schedule A

Annual Host Community Payment

Based on \$3,500/MW for 5MW project

<u>Town</u>	<u>County</u>	<u>Village</u>	<u>Total</u>
\$3,850	\$7,875	\$5,775	\$17,500

Host Community Agreement
between the
TOWN OF LYME
and
JEFFERSON COUNTY
and
VILLAGE OF CHAUMONT
and
JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT
AGENCY, as administrator,
and
NSF CHAUMONT SITE 4, LLC

RELATING TO THE PREMISES LOCATED AT COUNTY
ROUTE 179 (TAX MAP 61.43-1-3.3) IN THE VILLAGE OF
CHAUMONT, NEW YORK.

HOST COMMUNITY AGREEMENT

This **HOST COMMUNITY AGREEMENT**, is made as of the ____ day of _____, 2026 (this “**Agreement**”) by and between:

NSF Chaumont Site 4, LLC, a limited liability company with a principal place of business located at 7 Times Square Tower, Suite 3504, New York, New York 10036 (the “**Company**”);

the Town of Lyme, a municipal corporation duly organized and existing under the laws of the State of New York and having its office at 12175 NYS Route 12E, Chaumont, New York 13622 (the “**Town**”);

Jefferson County, a municipal corporation duly organized and existing under the laws of the State of New York and having its office at 195 Arsenal Street, Watertown, New York 13601 (the “**County**”);

the Village of Chaumont, a municipal corporation duly organized and existing under the laws of the State of New York and having its office at 12175 NYS Route 12 E, Chaumont, New York 13622 (the “**Village**”); and

the Jefferson County Industrial Development Agency is a public benefit corporation duly organized and existing under the laws of the State of New York and having its office at 800 Starbuck Avenue, Suite 800, Watertown, New York 13601 (the “**IDA**”).

The Town, County, and Village are referred to collectively as the “**Taxing Jurisdictions**.”

The Company, Town, County, Village, and IDA may sometimes be referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**”.

WHEREAS, the Company has submitted a Notice of Intent to the Taxing Jurisdictions that it plans to build and operate a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) Section 487 (1)(b) (the “Project”) with an expected nameplate capacity of approximately 5 Megawatts AC on a parcel of land located at County Route 179, Chaumont, New York 13622 and identified as S.B.L. # 61.43-1-3.3 (the “Property”); and

WHEREAS, in connection with the Project, the Company wishes to support the Taxing Jurisdictions’ efforts by providing support to its residents that is not available from tax dollars; and

WHEREAS, the Parties believe that their mutual interests will be served by the execution of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

The terms of this Agreement shall have the meanings ascribed to them herein, for all purposes of this Agreement, unless the context clearly indicates some other meaning. Words in singular shall include the plural and words in the plural shall include the singular where the context so requires.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.1 TAXING JURISDICTIONS' REPRESENTATIONS AND WARRANTIES.

The Taxing Jurisdictions represent, warrant, and agree as follows:

a. Existence and Good Standing. The Taxing Jurisdictions are validly existing political subdivisions of the State of New York.

b. Approval and Authorization. The Taxing Jurisdictions have full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Taxing Jurisdictions have duly authorized the execution and delivery of this Agreement and the Taxing Jurisdictions' performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the Taxing Jurisdictions, jointly and severally, which is enforceable in accordance with its terms. A copy of the resolutions passed by the Taxing Jurisdictions and the IDA approving this Agreement and authorizing its execution are attached as **Exhibit A**.

c. Signatory. The Taxing Jurisdictions represents and warrants that the individual who has executed this Agreement pursuant to a resolutions adopted by the respective boards of the Taxing Jurisdictions, at a meeting thereof, and the representative of each of the respective Taxing Jurisdictions whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the entity for which the individual has signed.

SECTION 2.2 IDA REPRESENTATIONS AND WARRANTIES.

a. Existence and Good Standing. The IDA is a validly existing public benefit corporation in the State of New York.

b. Approval, Authorization and Enforcement. The IDA has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The IDA is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein.

c. Signatory. The IDA represents and warrants that its signatory, whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the IDA.

SECTION 2.3 COMPANY REPRESENTATIONS AND WARRANTIES.

The Company represents, warrants, and agrees as follows:

a. Existence and Good Standing. The Company is, and will continue to be throughout the term hereof, validly existing as a limited liability company authorized to do business within the State of New York.

b. Approval, Authorization, and Enforcement. The Company has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Company is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein.

c. Signatory. The Company represents and warrants that its signatory, whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the Company.

d. All Statements True. No statement, information, representation or warranty of the Company contained in this Agreement or furnished by or on behalf of the Company in connection with the transactions contemplated contain any untrue statements of a material fact or omits to state a material fact necessary in order to make a statement contained herein not misleading.

ARTICLE III

TERM

SECTION 3.1 EFFECTIVE DATE.

This Agreement will become effective upon the execution by all the Parties and on the date of the last signatory (the “**Effective Date**”).

SECTION 3.2 TERM.

The term of this Agreement is eleven years and will commence on January 1, 2027 (the “Commencement Date”) so long as Town Assessor grants the Project the Real Property Tax Law § 487 exemption on School District portion of the roll as of the 2026 final assessment roll. In the event the Town Assessor does not grant the Real Property Tax Law § 487 exemption on School District portion of the roll as of the 2026 final assessment roll, the term of this Agreement shall commence on the January 1 following the grant of the Real Property Tax Law § 487 exemption as reflected on the final assessment roll.

ARTICLE IV

HOST COMMUNITY PAYMENT

SECTION 4.1 HOST COMMUNITY PAYMENT

a. Payment. The Company agrees to pay \$3,500/MWac for the Project shared pro-rata annually to each of the Taxing Jurisdictions and continuing for the Term of this Agreement (each year being the “**Annual Host Community Payment**” and collectively, over the term the “**Host Community Payments**”). The Taxing Jurisdictions’ share of the Host Community Payments is reflected in **Schedule A** attached hereto.¹ The respective share of each Taxing Jurisdiction is based on the tax rate as of January 1, 2027 (the “Default Allocation”). The Taxing Jurisdictions may agree to a different allocation amongst themselves without the consent of the Company so long as there is no increase in the amount of Host Community Payment due in any year.

b. In lieu of the Default Allocation, the Taxing Jurisdictions hereby agree to allocated the Host Community Payments as follows: the County shall receive forty-five percent (45%), the Town shall receive twenty-two percent (22%) and the Village shall receive thirty-three percent (33%) of such Host Community Payments.

c. The Host Community Payments contemplated in Section 4.1(a) above include the battery energy storage systems (“BESS”) on site and no additional fees or payments are due for the BESS.

d. Due Date. Each Host Community Payment to the Taxing Jurisdictions shall be due annually on January 31 following the Commencement Date and shall be payable to, submitted to, and distributed by, the IDA as provided for in this Agreement. Such Host Community Payments will be sent to Jefferson County IDA, 800 Starbuck Avenue, Suite 800, Watertown, New York 13601 or such other address as the IDA advises in writing.

e. After the Company makes the last of the Host Community Payments, it shall have no further financial obligations to the Taxing Jurisdictions for this Project under this Agreement.

f. Purpose. The Taxing Jurisdictions confirm that the Host Community Fee payable by the Company hereunder will constitute revenues for the following public purposes: any legally authorized purpose as set forth under General Municipal Law. The Taxing Jurisdictions agree to expend the Host Community Fee for such public purposes.

¹ The Company entered into separate financial agreements with the Lyme Central School District (the “School District”) previously, so the School District is intentionally excluded from this Agreement and no payments to the School District are contemplated under this Agreement.

SECTION 4.2 LATE PAYMENT.

If any Host Community Payment is not paid as of the date due it shall be deemed late without any requirement of notice from the Taxing Jurisdictions or IDA. Late fees shall be assessed at a rate of one (1) percent (1%) a month on the original amount outstanding, until the outstanding Host Community Payment is paid.

The Taxing Jurisdictions agree that the Company's liability to make an Annual Payment under this Agreement shall be satisfied upon Company's payment of the applicable Annual Payment to the IDA. As the Parties agree to have the IDA distribute the payments outlined in Schedule A to the Taxing Jurisdictions under this Agreement, the Company shall not be responsible for any act or omission by the IDA in its distribution of any payment under this Agreement to the Taxing Jurisdictions, including, but not limited to, any delay or miscalculation of such payments. The Taxing Jurisdictions and IDA warrant and represent that the Company's payment is deemed timely upon the Company's delivery of the payment to the IDA and any such delay, defect, act, or omission by the IDA in distributing the payments to the Taxing Jurisdictions shall not be attributed to Company in any way. For the avoidance of doubt, any delay, defect, act, or omission by the IDA in transmitting the Taxing's Jurisdictions' respective shares of the payment under this Agreement shall not be considered late, shall not accrue any penalty or interest, and shall not form the basis of any termination the Taxing Jurisdictions may have under this Agreement. In the event of a dispute of a timely payment made by the Company under this Agreement but for which was not, for whatever reason, sent by the IDA to the Taxing Jurisdictions, the Taxing Jurisdictions agree to indemnify and hold harmless the Company against any and all claims, demands, damages, liabilities, costs, including reasonable attorneys' fees, and judgments arising out of or relating to the Company's payments under this Agreement as distributed by the IDA to the Taxing Jurisdictions.

SECTION 4.3 NO OFFSET.

No payment due under this Agreement shall be offset against any other fee, payment, tax, or payment in-lieu-of-taxes due under any other agreement, even in the event that any federal, state, county, or local law is enacted which would otherwise allow the Company to reduce or otherwise discontinue such payments.

ARTICLE V

IDA ADMINISTRATION OF THIS AGREEMENT

SECTION 5.1 IDA ADMINISTRATION.

The Parties agree that the IDA shall administer this Agreement and distribute the Host Community Payments provided for under Section 4.1 of this Agreement and as reflected in Schedule A. The IDA shall do so for one-fifth of its customary annual administrative fee. The Company agrees to pay THREE HUNDRED DOLLARS (\$300.00) annually to the IDA during the Term of this Agreement ("IDA Annual Administrative Fee"). The

Company shall pay the IDA Annual Administrative Fee at the same time and in the same manner as the Annual Host Community Payment set forth in Section 4.1 above.

ARTICLE VI

BREACH AND REMEDIES

SECTION 6.1 NOTICE OF BREACH.

In any case where either Party breaches this Agreement, the non-breaching Party shall provide written notice to the breaching Party within ten (10) days of such breach (“**Notice of Breach**”). Each monetary Notice of Breach given by the IDA or any one of the Taxing Jurisdictions to the Company or any Mortgagee will state the amounts, to the extent known, of any payments herein provided that are then claimed to be in Default.

SECTION 6.2 COMPANY RIGHT TO CURE.

The Company shall have the right to cure any breach and must cure such breach within thirty (30) days of its receipt of a Notice of Breach, in which event the IDA or any one of the Taxing Jurisdictions shall give the Company an additional sixty (60) days to cure provided the Company has commenced a cure and proceeded diligently to affect such cure.

SECTION 6.3 REMEDIES CUMULATIVE.

No remedy herein conferred upon or reserved to the IDA or the any one of the Taxing Jurisdictions is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any breach shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII

SEVERABILITY

SECTION 7.1 SEVERABILITY.

If any clause, provision, section or article of this Agreement, or a portion thereof, is held invalid, inoperative or unenforceable by any court or regulatory authority of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by applicable law.

SECTION 7.2 REFORMATION.

Notwithstanding the foregoing, if any clause, provision, section or article of this Agreement, or a portion thereof, is held invalid, inoperative or unenforceable by any court or regulatory authority of competent jurisdiction, the Parties shall:

a. Promptly meet and negotiate a substitute for such clause, provision, section or article, which will to the greatest extent legally permissible, effect the original intent of the Parties therein.

b. Negotiate such changes in, substitutions for, or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with Article 4 hereof to effect the original intent of the Parties in the clause, provision, section or article declared invalid.

ARTICLE VIII

NOTICES

SECTION 8.1 NOTICES.

All notices, demands, requests, consents, or other communications provided for or permitted to be given pursuant to this Agreement shall be in writing and shall be mailed, communicated by electronic mail, or delivered to the Parties at the respective address set forth below:

If to the Company:

NSF Chaumont Site 4, LLC
c/o Convergent Energy + Power
7 Times Square Tower, Suite 3504
New York, New York 10036

With a copy to:

Daniel A. Spitzer, Esq.
Hodgson Russ LLP
The Guaranty Building
140 Pearl Street
Buffalo, New York 14202

If to the Town:

Town Supervisor
Town of Lyme
12175 NYS Route 12E
Chaumont, New York 13622

If to the County:

County Administrator
Jefferson County
195 Arsenal Street
Watertown, New York 13601

If to the Village:

Mayor
Village of Chaumont
12175 NYS Route 12 E
Chaumont, New York 13622

If to the IDA:

Chief Executive Officer
Jefferson County IDA
800 Starbuck Avenue, Suite 800
Watertown, New York 13601

All such notices, demands, requests, consents, or other communications shall be deemed to have been duly given when transmitted by electronic copy or personally delivered or, in the case of a mailed notice, upon receipt, in each case addressed as aforesaid. Each of the Parties may from time to time change its address for notices by providing notice of such change to the other Parties given in accordance with this Section.

ARTICLE IX MISCELLANEOUS

SECTION 9.1 NO WAIVER.

The failure of any Party to insist on the strict performance of any term or provision hereof will not be deemed a waiver of the right to insist on strict performance of any other term or provision, nor will it be deemed a waiver of any subsequent breach. Unless specifically stated, the selection of any specific remedy hereunder or under the Local Law by either Party shall not be deemed an election of remedies limiting either Party's right to seek any other remedy otherwise allowed by this Agreement or the Local Law.

SECTION 9.2 APPLICABLE LAW AND VENUE.

This Agreement will be governed by the laws of the State of New York. Venue for any dispute arising under this Agreement shall be solely in the New York State Supreme Court for Jefferson County.

SECTION 9.3 NO RECOURSE.

All obligations of the Parties contained in this Agreement shall be deemed to be the corporate obligations of the respective Parties and not obligations of any member, officer, director, official, agent, servant, employee, or affiliate of the Parties. No recourse upon any obligation contained in this Agreement, or otherwise based on or in respect of this Agreement, shall be had against any past, present, or future member, officer, director, official, agent, servant, employee, or affiliate of the Parties.

SECTION 9.4 ENTIRE AGREEMENT.

Unless supplemented or otherwise amended in writing by the Parties in accordance with the laws of the State, this Agreement constitutes the Parties' entire agreement with respect to the subject set forth herein, and no other agreements, written or unwritten, implied or express, will be deemed effective.

SECTION 9.5 AMENDMENT.

No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in a writing that specifically references this Agreement and that is duly executed by the Parties.

SECTION 9.6 BINDING EFFECT.

This Agreement shall inure to the benefit of and shall be binding upon each of the Parties and, as permitted by this Agreement, their respective successors and permitted assigns.

SECTION 9.7 HEADINGS.

The headings of sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the construction hereof.

SECTION 9.8 ASSIGNMENT BY THE IDA AND TAXING JURISDICTION.

Except in the context of financing or securitizing revenues from the Project under this Agreement, the IDA and Taxing Jurisdictions may not transfer or assign any of their rights or obligations under this Agreement without the prior written consent of the Company and any such transfer or assignment shall be null and void and of no force and effect. The Company shall cooperate with the IDA and Taxing Jurisdictions from time to time, including, without limitation, by entering into a consent and assignment or other

agreements with the IDA and Taxing Jurisdictions and the financing parties involved with any such financing or securitization in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by the involved financing parties.

SECTION 9.9 ASSIGNMENT BY COMPANY.

The Company may, without the consent of the IDA or the Taxing Jurisdictions: (a) assign this Agreement to any (x) purchaser or successor in and to the Project, (y) affiliate or subsidiary of the Company that is controlled by, controlling or under common control with the Company, or (z) persons or entities providing financing for the Project (“**Lender**”, and such purchaser, affiliate, and Lender are collectively defined as a “**Successor**”), provided such Successor assumes and agrees to be bound by this Agreement by executing and submitting to the Taxing Jurisdictions a notice of assignment and assumption of this Agreement at least thirty days prior to any assignment, and (b) pledge, encumber, hypothecate, mortgage, grant a security interest in and collaterally assign this Agreement to any to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation whether or not such obligation is related to any indebtedness (a “**Lender’s Lien**”). A Lender shall have the absolute right to: (a) assign its Lender’s Lien; (b) take possession of and operate the Property or any portion thereof solely in accordance with the Company’s rights under this Agreement and perform any obligations to be performed by Company or a Successor hereunder; or (c) exercise any rights of Company hereunder. The IDA and the Taxing Jurisdictions shall cooperate with the Company, its affiliates, any Successor from time to time, including, without limitation, by entering into a consent and assignment or other agreements with such Successor and the Company in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by such Successor, including execution of a consent to the assignment of this Agreement. In the event this Agreement is assigned to a Successor, the Company shall have no further obligations hereunder, except for any obligations outstanding on the date of the transfer, but only if the Successor has in writing confirmed its acceptance of its obligations and Successor is not in breach of its obligations under this Agreement. Nothing herein shall limit in any way the right of the owners of the Company to sell or otherwise transfer (including by merger or consolidation with any other entity) all or a portion of their ownership interests in the Company.

SECTION 9.10 COUNTERPARTS.

This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. A scanned or electronic signature shall constitute an original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year above written.

TOWN OF LYME

By: _____
Name: _____
Title: _____

JEFFERSON COUNTY

By: _____
Name: _____
Title: _____

VILLAGE OF CHAUMONT

By: _____
Name: _____
Title: _____

JEFFERSON COUNTY IDA

By: _____
Name: _____
Title: _____

NSF CHAUMONT SITE 4, LLC

By: _____
Name: _____
Title: _____

Exhibit A
Approving Resolutions

Schedule A

Annual Host Community Payment

Based on \$3,500/MW for 5MW project

<u>Town</u>	<u>County</u>	<u>Village</u>	<u>Total</u>
\$3,850	\$7,875	\$5,775	\$17,500

Host Community Agreement
between the
TOWN OF LYME
and
JEFFERSON COUNTY
and
VILLAGE OF CHAUMONT
and
JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT
AGENCY, as administrator,
and
NSF CHAUMONT SITE 5, LLC

RELATING TO THE PREMISES LOCATED AT COUNTY
ROUTE 179 (TAX MAP 61.43-1-3.4 and 61.43-1-3.4 -801) IN
THE VILLAGE OF CHAUMONT, NEW YORK.

HOST COMMUNITY AGREEMENT

This **HOST COMMUNITY AGREEMENT**, is made as of the ____ day of _____, 2026 (this “**Agreement**”) by and between:

NSF Chaumont Site 5, LLC, a limited liability company with a principal place of business located at 7 Times Square Tower, Suite 3504, New York, New York 10036 (the “**Company**”);

the Town of Lyme, a municipal corporation duly organized and existing under the laws of the State of New York and having its office at 12175 NYS Route 12E, Chaumont, New York 13622 (the “**Town**”);

Jefferson County, a municipal corporation duly organized and existing under the laws of the State of New York and having its office at 195 Arsenal Street, Watertown, New York 13601 (the “**County**”);

the Village of Chaumont, a municipal corporation duly organized and existing under the laws of the State of New York and having its office at 12175 NYS Route 12 E, Chaumont, New York 13622 (the “**Village**”); and

the Jefferson County Industrial Development Agency is a public benefit corporation duly organized and existing under the laws of the State of New York and having its office at 800 Starbuck Avenue, Suite 800, Watertown, New York 13601 (the “**IDA**”).

The Town, County, and Village are referred to collectively as the “**Taxing Jurisdictions**.”

The Company, Town, County, Village, and IDA may sometimes be referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**”.

WHEREAS, the Company has submitted a Notice of Intent to the Taxing Jurisdictions that it plans to build and operate a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) Section 487 (1)(b) (the “**Project**”) with an expected nameplate capacity of approximately 5 Megawatts AC on a parcel of land located at County Route 179, Chaumont, New York 13622 and identified as S.B.L. # 61.43-1-3.4 and # 61.43-1-3.4 -801 (the “**Property**”); and

WHEREAS, in connection with the Project, the Company wishes to support the Taxing Jurisdictions’ efforts by providing support to its residents that is not available from tax dollars; and

WHEREAS, the Parties believe that their mutual interests will be served by the execution of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

The terms of this Agreement shall have the meanings ascribed to them herein, for all purposes of this Agreement, unless the context clearly indicates some other meaning. Words in singular shall include the plural and words in the plural shall include the singular where the context so requires.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.1 TAXING JURISDICTIONS' REPRESENTATIONS AND WARRANTIES.

The Taxing Jurisdictions represent, warrant, and agree as follows:

a. **Existence and Good Standing.** The Taxing Jurisdictions are validly existing political subdivisions of the State of New York.

b. **Approval and Authorization.** The Taxing Jurisdictions have full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Taxing Jurisdictions have duly authorized the execution and delivery of this Agreement and the Taxing Jurisdictions' performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the Taxing Jurisdictions, jointly and severally, which is enforceable in accordance with its terms. A copy of the resolutions passed by the Taxing Jurisdictions and the IDA approving this Agreement and authorizing its execution are attached as **Exhibit A**.

c. **Signatory.** The Taxing Jurisdictions represents and warrants that the individual who has executed this Agreement pursuant to a resolutions adopted by the respective boards of the Taxing Jurisdictions, at a meeting thereof, and the representative of each of the respective Taxing Jurisdictions whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the entity for which the individual has signed.

SECTION 2.2 IDA REPRESENTATIONS AND WARRANTIES.

a. **Existence and Good Standing.** The IDA is a validly existing public benefit corporation in the State of New York.

b. **Approval, Authorization and Enforcement.** The IDA has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The IDA is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein.

c. Signatory. The IDA represents and warrants that its signatory, whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the IDA.

SECTION 2.3 COMPANY REPRESENTATIONS AND WARRANTIES.

The Company represents, warrants, and agrees as follows:

a. Existence and Good Standing. The Company is, and will continue to be throughout the term hereof, validly existing as a limited liability company authorized to do business within the State of New York.

b. Approval, Authorization, and Enforcement. The Company has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Company is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein.

c. Signatory. The Company represents and warrants that its signatory, whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the Company.

d. All Statements True. No statement, information, representation or warranty of the Company contained in this Agreement or furnished by or on behalf of the Company in connection with the transactions contemplated contain any untrue statements of a material fact or omits to state a material fact necessary in order to make a statement contained herein not misleading.

ARTICLE III

TERM

SECTION 3.1 EFFECTIVE DATE.

This Agreement will become effective upon the execution by all the Parties and on the date of the last signatory (the “**Effective Date**”).

SECTION 3.2 TERM.

The term of this Agreement is eleven years and will commence on January 1, 2027 (the “**Commencement Date**”) so long as Town Assessor grants the Project the Real Property Tax Law § 487 exemption on School District portion of the roll as of the 2026 final assessment roll. In the event the Town Assessor does not grant the Real Property Tax Law § 487 exemption on School District portion of the roll as of the 2026 final assessment roll, the term of this Agreement shall commence on the January 1 following the grant of the Real Property Tax Law § 487 exemption as reflected on the final assessment roll.

ARTICLE IV

HOST COMMUNITY PAYMENT

SECTION 4.1 HOST COMMUNITY PAYMENT

a. Payment. The Company agrees to pay \$3,500/MWac for the Project shared pro-rata annually to each of the Taxing Jurisdictions and continuing for the Term of this Agreement (each year being the “**Annual Host Community Payment**” and collectively, over the term the “**Host Community Payments**”). The Taxing Jurisdictions’ share of the Host Community Payments is reflected in **Schedule A** attached hereto.¹ The respective share of each Taxing Jurisdiction is based on the tax rate as of January 1, 2027 (the “Default Rate”). The Taxing Jurisdictions may agree to a different allocation amongst themselves without the consent of the Company so long as there is no increase in the amount of Host Community Payment due in any year.

a. In lieu of the Default Allocation, the Taxing Jurisdictions hereby agree to allocated the Host Community Payments as follows: the County shall receive forty-five percent (45%), the Town shall receive twenty-two percent (22%) and the Village shall receive thirty-three percent (33%) of such Host Community Payments.

b. The Host Community Payments contemplated in Section 4.1(a) above include the battery energy storage systems (“BESS”) on site and no additional fees or payments are due for the BESS.

c. Due Date. Each Host Community Payment to the Taxing Jurisdictions shall be due annually on January 31 following the Commencement Date and shall be payable to, submitted to, and distributed by, the IDA as provided for in this Agreement. Such Host Community Payments will be sent to Jefferson County IDA, 800 Starbuck Avenue, Suite 800, Watertown, New York 13601 or such other address as the IDA advises in writing.

d. After the Company makes the last of the Host Community Payments, it shall have no further financial obligations to the Taxing Jurisdictions for this Project under this Agreement.

e. Purpose. The Taxing Jurisdictions confirm that the Host Community Fee payable by the Company hereunder will constitute revenues for the following public purposes: any legally authorized purpose as set forth under General Municipal Law. The Taxing Jurisdictions agree to expend the Host Community Fee for such public purposes.

¹ The Company entered into separate financial agreements with the Lyme Central School District (the “School District”) previously, so the School District is intentionally excluded from this Agreement and no payments to the School District are contemplated under this Agreement.

SECTION 4.2 LATE PAYMENT.

If any Host Community Payment is not paid as of the date due it shall be deemed late without any requirement of notice from the Taxing Jurisdictions or IDA. Late fees shall be assessed at a rate of one (1) percent (1%) a month on the original amount outstanding, until the outstanding Host Community Payment is paid.

The Taxing Jurisdictions agree that the Company's liability to make an Annual Payment under this Agreement shall be satisfied upon Company's payment of the applicable Annual Payment to the IDA. As the Parties agree to have the IDA distribute the payments outlined in Schedule A to the Taxing Jurisdictions under this Agreement, the Company shall not be responsible for any act or omission by the IDA in its distribution of any payment under this Agreement to the Taxing Jurisdictions, including, but not limited to, any delay or miscalculation of such payments. The Taxing Jurisdictions and IDA warrant and represent that the Company's payment is deemed timely upon the Company's delivery of the payment to the IDA and any such delay, defect, act, or omission by the IDA in distributing the payments to the Taxing Jurisdictions shall not be attributed to Company in any way. For the avoidance of doubt, any delay, defect, act, or omission by the IDA in transmitting the Taxing's Jurisdictions' respective shares of the payment under this Agreement shall not be considered late, shall not accrue any penalty or interest, and shall not form the basis of any termination the Taxing Jurisdictions may have under this Agreement. In the event of a dispute of a timely payment made by the Company under this Agreement but for which was not, for whatever reason, sent by the IDA to the Taxing Jurisdictions, the Taxing Jurisdictions agree to indemnify and hold harmless the Company against any and all claims, demands, damages, liabilities, costs, including reasonable attorneys' fees, and judgments arising out of or relating to the Company's payments under this Agreement as distributed by the IDA to the Taxing Jurisdictions.

SECTION 4.3 NO OFFSET.

No payment due under this Agreement shall be offset against any other fee, payment, tax, or payment in-lieu-of-taxes due under any other agreement, even in the event that any federal, state, county, or local law is enacted which would otherwise allow the Company to reduce or otherwise discontinue such payments.

ARTICLE V

IDA ADMINISTRATION OF THIS AGREEMENT

SECTION 5.1 IDA ADMINISTRATION.

The Parties agree that the IDA shall administer this Agreement and distribute the Host Community Payments provided for under Section 4.1 of this Agreement and as reflected in Schedule A. The IDA shall do so for one-fifth of its customary annual administrative fee. The Company agrees to pay THREE HUNDRED DOLLARS (\$300.00) annually to the IDA during the Term of this Agreement ("IDA Annual Administrative Fee"). The

Company shall pay the IDA Annual Administrative Fee at the same time and in the same manner as the Annual Host Community Payment set forth in Section 4.1 above.

ARTICLE VI

BREACH AND REMEDIES

SECTION 6.1 NOTICE OF BREACH.

In any case where either Party breaches this Agreement, the non-breaching Party shall provide written notice to the breaching Party within ten (10) days of such breach (“**Notice of Breach**”). Each monetary Notice of Breach given by the IDA or any one of the Taxing Jurisdictions to the Company or any Mortgagee will state the amounts, to the extent known, of any payments herein provided that are then claimed to be in Default.

SECTION 6.2 COMPANY RIGHT TO CURE.

The Company shall have the right to cure any breach and must cure such breach within thirty (30) days of its receipt of a Notice of Breach, in which event the IDA or any one of the Taxing Jurisdictions shall give the Company an additional sixty (60) days to cure provided the Company has commenced a cure and proceeded diligently to affect such cure.

SECTION 6.3 REMEDIES CUMULATIVE.

No remedy herein conferred upon or reserved to the IDA or the any one of the Taxing Jurisdictions is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any breach shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII

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SECTION 7.1 SEVERABILITY.

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SECTION 7.2 REFORMATION.

Notwithstanding the foregoing, if any clause, provision, section or article of this Agreement, or a portion thereof, is held invalid, inoperative or unenforceable by any court or regulatory authority of competent jurisdiction, the Parties shall:

a. Promptly meet and negotiate a substitute for such clause, provision, section or article, which will to the greatest extent legally permissible, effect the original intent of the Parties therein.

b. Negotiate such changes in, substitutions for, or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with Article 4 hereof to effect the original intent of the Parties in the clause, provision, section or article declared invalid.

ARTICLE VIII

NOTICES

SECTION 8.1 NOTICES.

All notices, demands, requests, consents, or other communications provided for or permitted to be given pursuant to this Agreement shall be in writing and shall be mailed, communicated by electronic mail, or delivered to the Parties at the respective address set forth below:

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c/o Convergent Energy + Power
7 Times Square Tower, Suite 3504
New York, New York 10036

With a copy to:

Daniel A. Spitzer, Esq.
Hodgson Russ LLP
The Guaranty Building
140 Pearl Street
Buffalo, New York 14202

If to the Town:

Town Supervisor
Town of Lyme
12175 NYS Route 12E
Chaumont, New York 13622

If to the County:

County Administrator
Jefferson County
195 Arsenal Street
Watertown, New York 13601

If to the Village:

Mayor
Village of Chaumont
12175 NYS Route 12 E
Chaumont, New York 13622

If to the IDA:

Chief Executive Officer
Jefferson County IDA
800 Starbuck Avenue, Suite 800
Watertown, New York 13601

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ARTICLE IX MISCELLANEOUS

SECTION 9.1 NO WAIVER.

The failure of any Party to insist on the strict performance of any term or provision hereof will not be deemed a waiver of the right to insist on strict performance of any other term or provision, nor will it be deemed a waiver of any subsequent breach. Unless specifically stated, the selection of any specific remedy hereunder or under the Local Law by either Party shall not be deemed an election of remedies limiting either Party's right to seek any other remedy otherwise allowed by this Agreement or the Local Law.

SECTION 9.2 APPLICABLE LAW AND VENUE.

This Agreement will be governed by the laws of the State of New York. Venue for any dispute arising under this Agreement shall be solely in the New York State Supreme Court for Jefferson County.

SECTION 9.3 NO RECOURSE.

All obligations of the Parties contained in this Agreement shall be deemed to be the corporate obligations of the respective Parties and not obligations of any member, officer, director, official, agent, servant, employee, or affiliate of the Parties. No recourse upon any obligation contained in this Agreement, or otherwise based on or in respect of this Agreement, shall be had against any past, present, or future member, officer, director, official, agent, servant, employee, or affiliate of the Parties.

SECTION 9.4 ENTIRE AGREEMENT.

Unless supplemented or otherwise amended in writing by the Parties in accordance with the laws of the State, this Agreement constitutes the Parties' entire agreement with respect to the subject set forth herein, and no other agreements, written or unwritten, implied or express, will be deemed effective.

SECTION 9.5 AMENDMENT.

No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in a writing that specifically references this Agreement and that is duly executed by the Parties.

SECTION 9.6 BINDING EFFECT.

This Agreement shall inure to the benefit of and shall be binding upon each of the Parties and, as permitted by this Agreement, their respective successors and permitted assigns.

SECTION 9.7 HEADINGS.

The headings of sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the construction hereof.

SECTION 9.8 ASSIGNMENT BY THE IDA AND TAXING JURISDICTION.

Except in the context of financing or securitizing revenues from the Project under this Agreement, the IDA and Taxing Jurisdictions may not transfer or assign any of their rights or obligations under this Agreement without the prior written consent of the Company and any such transfer or assignment shall be null and void and of no force and effect. The Company shall cooperate with the IDA and Taxing Jurisdictions from time to time, including, without limitation, by entering into a consent and assignment or other

agreements with the IDA and Taxing Jurisdictions and the financing parties involved with any such financing or securitization in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by the involved financing parties.

SECTION 9.9 ASSIGNMENT BY COMPANY.

The Company may, without the consent of the IDA or the Taxing Jurisdictions: (a) assign this Agreement to any (x) purchaser or successor in and to the Project, (y) affiliate or subsidiary of the Company that is controlled by, controlling or under common control with the Company, or (z) persons or entities providing financing for the Project (“**Lender**”, and such purchaser, affiliate, and Lender are collectively defined as a “**Successor**”), provided such Successor assumes and agrees to be bound by this Agreement by executing and submitting to the Taxing Jurisdictions a notice of assignment and assumption of this Agreement at least thirty days prior to any assignment, and (b) pledge, encumber, hypothecate, mortgage, grant a security interest in and collaterally assign this Agreement to any to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation whether or not such obligation is related to any indebtedness (a “**Lender’s Lien**”). A Lender shall have the absolute right to: (a) assign its Lender’s Lien; (b) take possession of and operate the Property or any portion thereof solely in accordance with the Company’s rights under this Agreement and perform any obligations to be performed by Company or a Successor hereunder; or (c) exercise any rights of Company hereunder. The IDA and the Taxing Jurisdictions shall cooperate with the Company, its affiliates, any Successor from time to time, including, without limitation, by entering into a consent and assignment or other agreements with such Successor and the Company in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by such Successor, including execution of a consent to the assignment of this Agreement. In the event this Agreement is assigned to a Successor, the Company shall have no further obligations hereunder, except for any obligations outstanding on the date of the transfer, but only if the Successor has in writing confirmed its acceptance of its obligations and Successor is not in breach of its obligations under this Agreement. Nothing herein shall limit in any way the right of the owners of the Company to sell or otherwise transfer (including by merger or consolidation with any other entity) all or a portion of their ownership interests in the Company.

SECTION 9.10 COUNTERPARTS.

This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. A scanned or electronic signature shall constitute an original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year above written.

TOWN OF LYME

By: _____
Name: _____
Title: _____

JEFFERSON COUNTY

By: _____
Name: _____
Title: _____

VILLAGE OF CHAUMONT

By: _____
Name: _____
Title: _____

JEFFERSON COUNTY IDA

By: _____
Name: _____
Title: _____

NSF CHAUMONT SITE 5, LLC

By: _____
Name: _____
Title: _____

Exhibit A
Approving Resolutions

Schedule A

Annual Host Community Payment

Based on \$3,500/MW for 5MW project

<u>Town</u>	<u>County</u>	<u>Village</u>	<u>Total</u>
\$3,850	\$7,875	\$5,775	\$17,500

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 121

Authorizing Host Community Agreements with NSF Chaumont Site 1, LLC, NSF Chaumont Site 2, LLC, NSF Chaumont Site 3, LLC, NSF Chaumont Site 4, LLC, and NSF Chaumont Site 5, LLC, Town of Lyme, Village of Chaumont, and Industrial Development Agency for Solar Energy Systems in the Town of Lyme and Village of Chaumont

By Legislator: Daniel R. McBride

Whereas, NSF Chaumont Site 1, LLC, NSF Chaumont Site 2, LLC, NSF Chaumont Site 3, LLC, NSF Chaumont Site 4, LLC, and NSF Chaumont Site 5, LLC, (Collectively known as "NSF") has submitted a Notice of Intent to Jefferson County that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487 (1)(b) in the Village of Chaumont and Town of Lyme (hereinafter the "Projects"), and

Whereas, The Projects consist of five solar energy systems with an expected total nameplate capacity of 23 Megawatts AC and associated battery energy storage systems, providing renewable energy infrastructure while generating non-tax revenue to support public purposes within the taxing jurisdictions, and

Whereas, NSF has submitted to the Assessor of the Town of Lyme an RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487, and

Whereas, Jefferson County has not opted out of RPTL Section 487, which has allowed the Projects the real property tax exemption provided thereunder, and

Whereas, In connection with the Projects, Jefferson County, Town of Lyme, Village of Chaumont, Jefferson County Industrial Development Agency, and NSF have agreed to enter into Host Community Agreements relating to the subject properties, thereby providing financial support to the residents of the taxing jurisdictions that would otherwise be unavailable in the form of real property tax dollars, and

Whereas, The Agreements provide for an annual Host Community Benefit Payment of \$3,500 per Megawatt AC, to be shared pro-rata among the taxing jurisdictions with an agreed-upon allocation of 45% to Jefferson County, 22% to the Town of Lyme, and 33% to the Village of Chaumont, providing a predictable long-term revenue stream for a period of eleven years, a term is equivalent to the remainder of the RPTL Section 487 exemption period, and

Whereas, The Jefferson County Industrial Development Agency will serve as the administrator of the Host Community Agreements for an annual administrative fee of \$300 per site, ensuring efficient collection and distribution of payments to the participating municipalities while reducing the administrative burden on the County.

Now, Therefore, Be It Resolved, That the Chairman of the Board of Legislators is hereby authorized to execute Host Community Agreements with NSF Chaumont Site 1, LLC (Parcels

61.35-1-1 and 61.35-1-1.-801), NSF Chaumont Site 2, LLC (Parcels 61.44-1-1 and 61.44-1-1.-801), NSF Chaumont Site 3, LLC (Parcels 61.35-1-2 and 61.35-1-2.-801), NSF Chaumont Site 4, LLC (Parcel 61.43-1-3.3), and NSF Chaumont Site 5, LLC (Parcels 61.43-1-3.4 and 61.43-1-3.4-801), Town of Lyme, Village of Chaumont, and Industrial Development Agency for solar energy systems in the Village of Chaumont and Town of Lyme, in a total annual amount for the five sites equal to the County's 45% share of the \$3,500 per Megawatt AC payment (approximately \$36,225.00 annually), for an eleven year term commencing January 1, 2027, subject to approval of the County Attorney as to form and content.

Seconded by Legislator: Philip N. Reed, Sr.

State of New York)
County of Jefferson)ss.:



I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. 121 of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the 7th day of April, 2026 and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this 8th day of April, 2026.


Clerk of the Board of Legislators

Town of Lyme

12175 NYS Route 12E
PO Box 66
Chaumont, NY 13622

Phone: 315-649-2788
Fax: 315-649-2049

RESOLUTION # _____ of 2026

TO SETTLE PROCEEDINGS TO REVIEW REAL PROPERTY ASSESSMENT CHALLENGES

WHEREAS, certain premises owned and/or controlled by NSF Chaumont Site 1, LLC, NSF Chaumont Site 2, LLC, NSF Chaumont Site 3, LLC, NSF Chaumont Site 4, LLC, and NSF Chaumont Site 5, LLC, (Collectively known as "NSF") in the Town of Lyme and further identified as:

Location	Tax Parcel #	Owner/Controlled By
County Route 179	61.35-1-1	NSF Chaumont Site 1, LLC
12711 Morris Tract Road	61.44-1-1	NSF Chaumont Site 2, LLC
County Route 179	61.35-1-2	NSF Chaumont Site 3, LLC
County Route 179	61.43-1-3.3	NSF Chaumont Site 4, LLC
County Route 179	61.43-1-1-3-4	NSF Chaumont Site 5, LLC

(collectively as the "Subject Properties")

WHEREAS the parties have engaged in settlement discussions in respect to five (5) parcels over three (3) years and have agreed to resolve the litigation and which will culminate in a Stipulation of Settlement and Order and Judgment, a copy of which is attached as **Exhibit "A"**; and

WHEREAS, settlement will include an amendment to an Education Contribution Agreement between Petitioner and Lyme Central School District for the Subject Properties, a copy of the same in regard to Site 1 is attached as **Exhibit "B"**; and

WHEREAS, settlement will include an amendment to a Payment in Lieu of Tax Agreement for the Subject Properties, a copy of which is attached at **Exhibit "C"** pertaining to Site 1; and

WHEREAS, settlement will also include a Host Community Agreement between relevant parties for the Subject Properties, a copy of which is attached as **Exhibit "D"** for Site 1; and

WHEREAS, the specifics associated with settlement of each case for each of three (3) tax years and for each of five (5) separate sites are memorialized in the proposed settlement papers that accompany this Resolution as Exhibits; and

WHEREAS, a compromise and settlement of the aforesaid proceedings upon the above basis specified in the Exhibits for the Subject Properties is deemed to be in the best interest of the Town of Lyme; and

WHEREAS, this settlement is expressly conditioned upon all settlement papers for the subject properties being finalized and executed, a copy of only certain exhibits which are attached, and approval by all parties including the Supreme Court.

NOW THEREFORE BE IT RESOLVED by the Town Board of the Town of Lyme, New York as follows:

1. The foregoing recitations with exhibits are incorporated herein and made a part hereof as if set forth hereafter.
2. The Town Board hereby approves settlement of the underlying tax assessment challenges for all years and all Subject Properties as being in the best interests of the Town of Lyme.
3. The Supervisor, Town Clerk and Town Attorneys for the Town of Lyme, their respective agents and/or representatives are authorized to sign all documents and take all steps necessary to resolve the underlying proceedings on the terms and conditions specified herein and the Exhibits attached hereto.
4. This Resolution shall take effect immediately.

The foregoing Resolution was offered by Board Member, _____, and seconded by Board Member, _____, and upon roll call vote of the Board was duly adopted as follows:

Supervisor Mark Zegarelli	Yes _____	No _____
Jennifer Kingsley	Yes _____	No _____
Donald Bourquin	Yes _____	No _____
Julia Gosier	Yes _____	No _____
Gregory Hoppel	Yes _____	No _____

Dated: February 11, 2026

Ariana Henderson, Town Clerk

Exhibit “A”

Exhibit “A”

STATE OF NEW YORK
SUPREME COURT : COUNTY OF JEFFERSON

IN THE MATTER OF THE APPLICATION UNDER
ARTICLE 7 OF THE REAL PROPERTY TAX LAW
AND ARTICLE 30 OF THE CIVIL PRACTICE LAW
AND RULES

NSF CHAUMONT SITE 1, LLC,

Petitioner/Plaintiff,

v.

ASSESSOR FOR THE TOWN OF LYME, NEW
YORK, BOARD OF ASSESSMENT REVIEW FOR
THE TOWN OF LYME, NEW YORK, AND THE
TOWN OF LYME, NEW YORK,

Index Nos.
EF2023-00003031
EF2024-00003354
EF2025-00002191

Assigned justice:
Hon. James P. McClusky, J.S.C.

Respondents/Defendants.

FOR REVIEW OF THE ASSESSMENT OF CERTAIN
REAL PROPERTY IN THE TOWN OF LYME, NEW
YORK UNDER ARTICLE 7 OF THE REAL PROPERTY
TAX LAW AND FOR DECLARATORY JUDGMENT
UNDER ARTICLE 30 OF THE CIVIL PRACTICE LAW
AND RULES.

**STIPULATION OF SETTLEMENT
AND ORDER AND JUDGMENT**

STATE OF NEW YORK
SUPREME COURT : COUNTY OF JEFFERSON

IN THE MATTER OF THE APPLICATION UNDER
ARTICLE 7 OF THE REAL PROPERTY TAX LAW
AND ARTICLE 30 OF THE CIVIL PRACTICE LAW
AND RULES

NSF CHAUMONT SITE 2, LLC,

Petitioner/Plaintiff,

v.

ASSESSOR FOR THE TOWN OF LYME, NEW
YORK, BOARD OF ASSESSMENT REVIEW FOR
THE TOWN OF LYME, NEW YORK, AND THE
TOWN OF LYME, NEW YORK,

Index Nos.
EF2023-00003032
EF2024-00003353
EF2025-00002192

Assigned justice:
Hon. James P. McClusky, J.S.C.

Respondents/Defendants.

FOR REVIEW OF THE ASSESSMENT OF CERTAIN
REAL PROPERTY IN THE TOWN OF LYME, NEW
YORK UNDER ARTICLE 7 OF THE REAL PROPERTY
TAX LAW AND FOR DECLARATORY JUDGMENT
UNDER ARTICLE 30 OF THE CIVIL PRACTICE LAW
AND RULES.

Additional Caption Follows

STATE OF NEW YORK
SUPREME COURT : COUNTY OF JEFFERSON

IN THE MATTER OF THE APPLICATION UNDER
ARTICLE 7 OF THE REAL PROPERTY TAX LAW
AND ARTICLE 30 OF THE CIVIL PRACTICE LAW
AND RULES

NSF CHAUMONT SITE 3, LLC,

Petitioner/Plaintiff,

v.

ASSESSOR FOR THE TOWN OF LYME, NEW
YORK, BOARD OF ASSESSMENT REVIEW FOR
THE TOWN OF LYME, NEW YORK, AND THE
TOWN OF LYME, NEW YORK,

Index Nos.
EF2023-00003037
EF2024-00003384
EF2025-00002193

Assigned justice:
Hon. James P. McClusky, J.S.C.

Respondents/Defendants.

FOR REVIEW OF THE ASSESSMENT OF CERTAIN
REAL PROPERTY IN THE TOWN OF LYME, NEW
YORK UNDER ARTICLE 7 OF THE REAL PROPERTY
TAX LAW AND FOR DECLARATORY JUDGMENT
UNDER ARTICLE 30 OF THE CIVIL PRACTICE LAW
AND RULES.

Additional Caption Follows

STATE OF NEW YORK
SUPREME COURT : COUNTY OF JEFFERSON

IN THE MATTER OF THE APPLICATION UNDER
ARTICLE 7 OF THE REAL PROPERTY TAX LAW
AND ARTICLE 30 OF THE CIVIL PRACTICE LAW
AND RULES

NSF CHAUMONT SITE 4, LLC,

Petitioner/Plaintiff,

v.

ASSESSOR FOR THE TOWN OF LYME, NEW
YORK, BOARD OF ASSESSMENT REVIEW FOR
THE TOWN OF LYME, NEW YORK, AND THE
TOWN OF LYME, NEW YORK,

Index Nos.
EF2023-00003040
EF2024-00003388
EF2025-00002194

Assigned justice:
Hon. James P. McClusky, J.S.C.

Respondents/Defendants.

FOR REVIEW OF THE ASSESSMENT OF CERTAIN
REAL PROPERTY IN THE TOWN OF LYME, NEW
YORK UNDER ARTICLE 7 OF THE REAL PROPERTY
TAX LAW AND FOR DECLARATORY JUDGMENT
UNDER ARTICLE 30 OF THE CIVIL PRACTICE LAW
AND RULES.

Additional Caption Follows

STATE OF NEW YORK
SUPREME COURT : COUNTY OF JEFFERSON

IN THE MATTER OF THE APPLICATION UNDER
ARTICLE 7 OF THE REAL PROPERTY TAX LAW
AND ARTICLE 30 OF THE CIVIL PRACTICE LAW
AND RULES

NSF CHAUMONT SITE 5, LLC,

Petitioner/Plaintiff,

v.

ASSESSOR FOR THE TOWN OF LYME, NEW
YORK, BOARD OF ASSESSMENT REVIEW FOR
THE TOWN OF LYME, NEW YORK, AND THE
TOWN OF LYME, NEW YORK,

Index Nos.
EF2023-00003042
EF2024-00003386
EF2025-00002195

Assigned justice:
Hon. James P. McClusky, J.S.C.

Respondents/Defendants.

FOR REVIEW OF THE ASSESSMENT OF CERTAIN
REAL PROPERTY IN THE TOWN OF LYME, NEW
YORK UNDER ARTICLE 7 OF THE REAL PROPERTY
TAX LAW AND FOR DECLARATORY JUDGMENT
UNDER ARTICLE 30 OF THE CIVIL PRACTICE LAW
AND RULES.

WHEREAS, Petitioners/Plaintiffs (“Petitioners”) commenced the above-captioned combined Real Property Tax Law (“RPTL”) Article 7 special proceedings and declaratory judgment actions challenging the assessed value attributed to Petitioners’ property and the denial of the RPTL § 487 exemption as to the school district portion of the roll for the property described on the assessment rolls of the Town of Lyme, New York (the “Town”), as land with improvements located at (1) County Route 179 and bearing S.B.L. Number 61.35-1-1

(NSF Chaumont Site 1, LLC); 12711 Morris Tract Road and bearing S.B.L. Number 61.44-1-1 (NSF Chaumont Site 2, LLC); County Route 179 and bearing S.B.L. Number 61.35-1-2 (NSF Chaumont Site 3, LLC); County Route 179 and bearing S.B.L. Number 61.43-1-3.3 (NSF Chaumont Site 4, LLC); and (NSF Chaumont Site 5, LLC) (collectively, the “Properties”); and County Route 179 and bearing S.B.L. Number 61.43-1-3.4.

WHEREAS, the parties have engaged in settlement discussions, and have agreed to resolve this litigation upon the terms and conditions set forth in this Stipulation.

NOW, THEREFORE IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, who are the attorneys of record for the above-captioned parties with full, direct, and actual authority of their respective clients to do the same, that above-entitled proceedings shall be settled and compromised in the following manner:

1. The Town will rescind the denial of the RPTL § 487 exemption for the School District portion of the roll and shall grant the exemption for the Properties on the School District portion of the assessment roll. Such exemption shall be placed beginning with the 2026 tentative assessment roll and shall remain on the Properties for all taxing jurisdictions for the next eleven tax years so long as the Projects remain at the Properties.

2. There will be no reductions to the assessed value of the Projects or the Properties for any of the tax years at issue.

3. In consideration for granting the exemption, Petitioners agree, for each Project, to:

- a. Negotiate an amendment to the payment-in-lieu-of-taxes agreement and education contribution agreement with the Lyme Central School District (the “School District”) accounting for and deducting from the amount due the taxes Petitioners paid given the denial of the exemption and adjusting the commencement of and due dates for such agreements.
- b. Negotiate a Host Community Agreement (“HCA”) with Town and the Jefferson County Industrial Development Agency (the “IDA”), which the IDA shall administer for no fee and distribute payments under such agreement to the Town, Jefferson County, and Village of Chaumont.
- c. The HCA shall be for a term of eleven (11) years commencing January 1, 2027, with payment due within thirty days thereof, unless the parties otherwise agree.
- d. The HCA shall be for \$3,500/MW AC times the maximum nameplate capacity the solar project inclusive of the battery energy storage systems, and such amount shall be shared with the Town, Jefferson County, and Village of Chaumont on a pro rata basis based on their respective tax rates as of January 1, 2027, unless the parties agree to an alternative distribution formula

4. The officer or officers having custody of the aforementioned assessment rolls and tax rolls for the Town shall make or cause to be made upon the proper books and

records of said town the entries, changes, and corrections necessary to conform said assessments and exemptions to such corrected valuations as provided for in this Stipulation.

5. Petitioners shall have the right to seek specific enforcement of this Stipulation by whatever means provided by law.

6. This Stipulation is the full, final, and complete, and may not be modified except by a subsequent writing signed by the authorized representatives of the Parties herein, and such modification must be "So Ordered" by this Court.

7. The Parties hereto represent that the individuals executing this Stipulation have been fully authorized by their respective clients to enter into this Stipulation with the intent of binding these Parties to the terms of this Stipulation.

8. This Stipulation of Settlement will be submitted to the New York State Supreme Court to be "So Ordered" and entered, and these proceedings shall thereupon be discontinued on the merits, without costs in favor of any party against another.

9. Jefferson County Supreme Court shall retain jurisdiction over these proceedings pending the expiration of the periods recited herein and any applications to enforce this Stipulation shall be brought by motion before the Court.

10. No party to this settlement is a minor and the parties each agree that the Stipulation is in their best interests.

11. Stipulation may be signed in counterparts with the execution by all of the parties named herein constituting one original signed Stipulation. An electronic copy of any signature shall have the same effect as if it were an original.

12. If any term or provision in this Stipulation is stricken, or deemed unenforceable or illegal, the rest of this Stipulation remains in full force and effect, and shall be construed as reasonably as possible so to give full effect to the original intent of that term or provision.

DATED: February _____, 2026

Daniel A. Spitzer, Esq.
Emanuela D'Ambrogio, Esq.
Henry A. Zomerfeld, Esq.
Hodgson Russ LLP
Attorneys for Petitioners/Plaintiffs
The Guaranty Building
140 Pearl Street, Suite 100
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dspitzer@hodgsonruss.com
edambrogio@hodgsonruss.com
hzomerfe@hodgsonruss.com

DATED: February _____, 2026

James A. Burrows, Esq.
Kendall, Harrienger & Burrows
Attorneys for Respondents/Defendants
120 Washington Street, Suite 500A
Watertown, New York 13601
Tel: (315) 753-8080
jburrows@khblawyers.com

Based upon the above stipulation, it is

ORDERED AND ADJUDGED that:

1. The settlement as set forth in the above stipulation, which is incorporated by

reference herein, has been determined to be reasonable, just, and in the best interests of the parties and is hereby approved.

2. The Clerk of this Court is directed to file this Order and Judgment under the index numbers set forth in the above captions.

SO ORDERED:

DATED: February ____, 2026
Watertown, New York

Hon. James P. McClusky, J.S.C.

Exhibit “B”

Exhibit “B”

**FIRST AMENDMENT TO THE
EDUCATION CONTRIBUTION AGREEMENT**

Between the

Lyme Central School District

and

NSF Chaumont Site 1, LLC

FIRST AMENDMENT TO THE
EDUCATION CONTRIBUTION AGREEMENT

THIS FIRST AMENDMENT TO THE EDUCATION CONTRIBUTION AGREEMENT effective as of the _____ day of _____, 2026, (the “First Amendment to the Education Contribution Agreement Agreement”) is by and between NSF Chaumont Site 1, LLC (the “Company”), a limited liability company with a principal place of business located at 7 Times Square Tower, Suite 3504, New York, New York 10036; and

the Lyme Central School District, (the “School District”), a school district duly organized and existing under the laws of the State of New York and having its offices at 11868 Academy Street, Chaumont, New York 13622;

the School District is herein referred to as the “Taxing Jurisdiction.” Company and the Taxing Jurisdiction are collectively referred to in this Agreement as the “Parties” and are individually referred to as a “Party.”

RECITALS

WHEREAS, the Parties entered into an Education Contribution Agreement dated January 12, 2023, the terms of which are incorporated herein by reference as if set forth fully herein; and

WHEREAS, the Town of Lyme denied the Real Property Tax Law (“RPTL”) § 487 exemption sought by the Company for the Property, as defined by the Education Contribution Agreement, as to the School District portion of the roll;

WHEREAS, the Company commenced Litigation challenging the denial of the exemption (the “Litigation”); and

WHEREAS, during the pendency of the Litigation, the Company paid real property taxes to the Taxing Jurisdiction since the Property did not have the RPTL § 487 exemption for the School District portion of the roll; and

WHEREAS, since the Property was not exempt as to the School District portion of the roll, the Company was paying property taxes to the Taxing Jurisdiction, as such, the Education Contribution Agreement was not effective; and

WHEREAS, the Company and the Town have come to an agreement as to the resolution of the Litigation; and

WHEREAS, the Parties wish to amend the Education Contribution Agreement dated January 12, 2023, given the resolution of the Litigation and the contemplated grant of the RPTL § 487 exemption so that the terms, including, but not limited to, the amount to be paid, the term, and the due date of such payment are revised to track the timing of the exemption the Town is to grant the Company and said payments account for the real property taxes paid by the Company during the pendency of the Litigation.

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

Section 1. DEFINITIONS. Except as otherwise provided herein, all words and terms used herein shall have the respective meanings ascribed to thereto in Article I of the Education Contribution Taxes Agreement. As provided herein:

“First Amendment to the Education Contribution Agreement” shall mean this First Amendment to the Education Contribution Agreement by and between the Taxing Jurisdiction and the Company which amends and supplements the Original Education Contribution Agreement.

“Original Education Contribution Agreement” shall mean the Education Contribution Agreement dated as of January 12, 2023, by and between the Taxing Jurisdiction and the Company.

“Education Contribution Agreement” shall mean the Original Education Contribution Agreement, as amended by the First Amendment to the Education Contribution Agreement, as said Agreement may be further amended or supplemented from time to time.

Section 2. ADDITIONAL REPRESENTATIONS BY THE TAXING JURISDICTION.

A. The Taxing Jurisdiction confirms, as of the date hereof, the representations set forth in the Original Education Contribution Agreement.

B. The Taxing Jurisdiction represents that it has the power to enter into the transactions contemplated by this First Amendment to the Education Contribution Agreement, and that the Taxing Jurisdiction has duly authorized the execution, delivery, and performance of this First Amendment to the Education Contribution Agreement.

Section 3. ADDITIONAL REPRESENTATIONS AND COVENANTS BY THE COMPANY.

A. The Company confirms, as of the date hereof, the representations set forth in the Original Education Contribution Agreement.

B. The Company further represents that the Company has the legal authority to enter into the transactions contemplated by this First Amendment to the Education Contribution Agreement, that the Company is not in default under the Original Education Contribution Agreement, and that the Company has authorized the execution, delivery, and performance of this First Amendment to the Education Contribution Agreement.

Section 4. AMENDMENT OF ORIGINAL EDUCATION CONTRIBUTION AGREEMENT.

A. Section 4.1(a) of the Original Education Contribution Agreement shall be amended to read as follows:

Payment Rate. The Company shall make a one-time payment of \$104,591.30 for the purpose of funding the “NSF Chaumont Site 1, LLC Development Renewables Ecology, Clean Energy, and Sustainability Scholarship and Education Support Fund” (the “Education Contribution Fee”).

B. Section 4.1(c) of the Original Education Contribution Agreement shall be amended to read as follows:

Due Date. The Education Contribution payment shall be due by September 30, 2026, so long as the Town grants the Real Property Tax Law § 487 exemption for the School District portion of the 2026 final assessment roll. Otherwise, such Education Contribution payment shall be due the September 30 of the year following the grant of the Real Property Tax Law § 487 exemption for the School District portion of the roll.

Section 5. PROVISIONS OF FIRST AMENDMENT TO THE EDUCATION CONTRIBUTION AGREEMENT CONSTRUED WITH ORIGINAL EDUCATION CONTRIBUTION AGREEMENT. All of the covenants, agreements, and provisions of this First Amendment to the Education Contribution Agreement shall be deemed to be and construed as part of the Original Education Contribution Agreement and vice versa to the same extent as if fully set forth verbatim therein and herein. In the event of any variation or inconsistency between any covenant, agreement, or provision contained in the Original Education Contribution Agreement, the covenant, agreement, or provision contained herein shall govern.

Section 6. EXECUTION OF COUNTERPARTS. This First Amendment to the Education Contribution Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Electronic or scanned signatures shall constitute an original signature.

Section 7. EFFECTIVE DATE. The Taxing Jurisdiction and the Company hereby acknowledge and agree that this First Amendment to the Education Contribution Agreement shall be deemed to be effective as of the date first written above.

Section 8. ORIGINAL EDUCATION CONTRIBUTION AGREEMENT AS AMENDED TO REMAIN IN EFFECT. Except as amended by this First Amendment to the Education Contribution Agreement, the Original Education Contribution Agreement shall remain in full force and effect and the terms and conditions thereof are hereby confirmed.

*SPACE INTENTIONALLY OMITTED
SIGNATURE PAGE FOLLOWS*

This First Amendment to Education Contribution Agreement is executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

NSF Chaumont Site 1, LLC

Name

Title

Date

Lyme Central School District

Name

Superintendent

Date

**Northern New York Community
Foundation, Inc.**

Name

Executive Director

Date

Exhibit “C”

Exhibit “C”

FIRST AMENDMENT TO THE
PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS

between

Lyme Central School District

and

NSF Chaumont Site 1, LLC

Dated as of _____, 2026

RELATING TO THE PREMISES LOCATED AT 12625 MORRIS
TRACTS ROAD (TAX MAP 61.43-1-3.1) IN THE VILLAGE OF
CHAUMONT, JEFFERSON COUNTY, NEW YORK.

FIRST AMENDMENT TO THE
PAYMENT IN LIEU OF TAXES AGREEMENT

THIS FIRST AMENDMENT TO THE PAYMENT IN LIEU OF TAXES AGREEMENT effective as of the date listed above, (the “First Amendment to the Payment in Lieu of Taxes Agreement”) is by and between NSF Chaumont Site 1, LLC (the “Owner”), a limited liability company with a principal place of business located at 7 Times Square Tower, Suite 3504, New York, New York 10036; and

the Lyme Central School District, (the “School District”), a school district duly organized and existing under the laws of the State of New York and having its offices at 11868 Academy Street, Chaumont, New York 13622;

the School District is herein referred to as the “Taxing Jurisdiction.” Owner and the Taxing Jurisdiction are collectively referred to in this Agreement as the “Parties” and are individually referred to as a “Party.”

RECITALS

WHEREAS, the Parties entered into a Payment in Lieu of Taxes Agreement dated January 12, 2023; and

WHEREAS, the Payment in Lieu of Taxes Agreement dated January 12, 2023, did not become effective because the Town of Lyme denied the Real Property Tax Law (“RPTL”) § 487 exemption sought by the Owner for the Property, as defined by the Payment in Lieu of Taxes Agreement, as to the School District portion of the roll; and

WHEREAS, the Owner commenced Litigation challenging the denial of the exemption (the “Litigation”); and

WHEREAS, during the pendency of the Litigation, the Company paid real property taxes to the Taxing Jurisdiction since the Property did not have the RPTL § 487 exemption for the School District portion of the roll; and

WHEREAS, since the Property was not exempt as to the School District portion of the roll, the Owner was paying property taxes to the Taxing Jurisdiction, as such, the Payment in Lieu of Taxes Agreement was not effective; and

WHEREAS, the Owner and the Town have come to an agreement as to the resolution of the Litigation; and

WHEREAS, the Parties wish to amend the Payment in Lieu of Taxes Agreement dated January 12, 2023, given the resolution of the Litigation and the contemplated grant of the RPTL § 487 exemption so that certain terms revised to track the timing of the grant of the exemption.

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

Section 1. DEFINITIONS. Except as otherwise provided herein, all words and terms used herein shall have the respective meanings ascribed to thereto in Article I of the Payment in Lieu of Taxes Agreement. As provided herein:

“First Amendment to the Payment in Lieu of Taxes Agreement” shall mean this First Amendment to the Payment in Lieu of Taxes Agreement by and between the Taxing Jurisdiction and the Owner which amends and supplements the Original Payment in Lieu of Taxes Agreement.

“Original Payment in Lieu of Taxes Agreement” shall mean the payment in lieu of taxes agreement dated as of January 12, 2023, by and between the Taxing Jurisdiction and the Owner.

“Payment in Lieu of Taxes Agreement” shall mean the Original Payment in Lieu of Taxes Agreement, as amended by this First Amendment to the Payment in Lieu of Taxes Agreement, as said agreement may be further amended or supplemented from time to time.

Section 2. ADDITIONAL REPRESENTATIONS BY THE TAXING JURISDICTION.

A. The Taxing Jurisdiction confirms, as of the date hereof, the representations set forth in the Original Payment in Lieu of Taxes Agreement.

B. The Taxing Jurisdiction represents that it has the power to enter into the transactions contemplated by this First Amendment to the Payment in Lieu of Taxes Agreement, and that the Taxing Jurisdiction has duly authorized the execution, delivery, and performance of this First Amendment to the Payment in Lieu of Taxes Agreement.

Section 3. ADDITIONAL REPRESENTATIONS AND COVENANTS BY THE OWNER.

A. The Owner confirms, as of the date hereof, the representations set forth in the Original Payment in Lieu of Taxes Agreement.

B. The Owner further represents that the Owner has the legal authority to enter into the transactions contemplated by this First Amendment to the Payment in Lieu of Taxes Agreement, that the Owner is not in default under the Original Payment in Lieu of Taxes Agreement, and that the Owner has authorized the execution, delivery, and performance of this First Amendment to the Payment in Lieu of Taxes Agreement.

Section 4. AMENDMENT OF PAYMENT IN LIEU OF TAXES AGREEMENT

A. Section 2(b) of the Original Payment in Lieu of Taxes Agreement is amended to read as follows:

Owner agrees to make annual payments to the Taxing Jurisdiction in lieu of real property taxes for the Project for a period of eleven (11) consecutive fiscal tax years; annual payments may not

exceed the amounts that would otherwise be payable but for the RPTL § 487 exemption. Such 11-year term shall commence on January 1, 2027 (the "Commencement Date"), and shall end the eleventh fiscal year following the Commencement Date. The annual payment shall be in the amount of \$434.78 (the "Annual Payment"), unless the Town does not place the Property on the exempt portion of the final tax roll for the District, in which case the Commencement Date shall be the first January 1 following the placement of the Property on the exempt portion of the final tax roll for the Taxing Jurisdiction.

B. Exhibit B of the Original Payment in Lieu of Taxes Agreement is amended to read as follows:

EXHIBIT B

Year	Payment Amount
1	\$434.78
2	\$434.78
3	\$434.78
4	\$434.78
5	\$434.78
6	\$434.78
7	\$434.78
8	\$434.78
9	\$434.78
10	\$434.78
11	\$434.78

Section 5. PROVISIONS OF FIRST AMENDMENT TO THE PAYMENT IN LIEU OF TAXES AGREEMENT CONSTRUED WITH ORIGINAL PAYMENT IN LIEU OF TAXES AGREEMENT. All of the covenants, agreements, and provisions of this First Amendment to the Payment in Lieu of Taxes Agreement shall be deemed to be and construed as part of the Original Payment in Lieu of Taxes Agreement and vice versa to the same extent as if fully set forth verbatim therein and herein. In the event of any variation or inconsistency between any covenant, agreement, or provision contained in the Original Payment in Lieu of Taxes Agreement, the covenant, agreement, or provision contained herein shall govern.

Section 6. EXECUTION OF COUNTERPARTS. This First Amendment to the Payment in Lieu of Taxes Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Electronic or scanned signatures shall constitute an original signature.

Section 7. EFFECTIVE DATE. The Taxing Jurisdiction and the Owner hereby acknowledge and agree that this First Amendment to the Payment in Lieu of Taxes Agreement shall be deemed to be effective as of the date first written above.

Section 8. ORIGINAL PAYMENT IN LIEU OF TAXES AGREEMENT AS AMENDED TO REMAIN IN EFFECT. Except as amended by this First Amendment to the Payment in Lieu of

Taxes Agreement, the Original Payment in Lieu of Taxes Agreement shall remain in full force and effect and the terms and conditions thereof are hereby confirmed.

*SPACE INTENTIONALLY OMITTED
SIGNATURE PAGE FOLLOWS*

This First Amendment to the Payment in Lieu of Taxes Agreement is executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

NSF Chaumont Site 1, LLC

Name

Title

Date

Lyme Central School District

Name

Superintendent

Date

Exhibit “D”

Exhibit “D”

Host Community Agreement
between the
TOWN OF LYME
and
JEFFERSON COUNTY
and
VILLAGE OF CHAUMONT
and
JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT
AGENCY, as administrator,
and
NSF CHAUMONT SITE 1, LLC

**RELATING TO THE PREMISES LOCATED AT 12625
MORRIS TRACTS ROAD (TAX MAP 61.43-1-3.1) IN THE
VILLAGE OF CHAUMONT, NEW YORK.**

HOST COMMUNITY AGREEMENT

This **HOST COMMUNITY AGREEMENT**, is made as of the ____ day of _____, 2026 (this “**Agreement**”) by and between:

NSF Chaumont Site 1, LLC, a limited liability company with a principal place of business located at 7 Times Square Tower, Suite 3504, New York, New York 10036 (the “**Company**”);

the Town of Lyme, a municipal corporation duly organized and existing under the laws of the State of New York and having its office at 12175 NYS Route 12E, Chaumont, New York 13622 (the “**Town**”);

Jefferson County, a municipal corporation duly organized and existing under the laws of the State of New York and having its office at 175 Arsenal Street, Watertown, New York 13601 (the “**County**”);

the Village of Chaumont, a municipal corporation duly organized and existing under the laws of the State of New York and having its office at 12175 NYS Route 12 E, Chaumont, New York 13622 (the “**Village**”); and

the Jefferson County Industrial Development Agency is a public benefit corporation duly organized and existing under the laws of the State of New York and having its office at 800 Starbuck Avenue, Suite 800, Watertown, New York 13601 (the “**IDA**”).

The Town, County, and Village are referred to collectively as the “**Taxing Jurisdictions.**”

The Company, Town, County, Village, and IDA may sometimes be referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**”.

WHEREAS, the Company has submitted a Notice of Intent to the Taxing Jurisdiction that it plans to build and operate a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) Section 487 (1)(b) (the “Project”) with an expected nameplate capacity of approximately 5 Megawatts AC on a parcel of land located at 12625 Morris Tract Road, Chaumont, New York 13622 and identified as S.B.L. # 61.43-1-3.1 (the “Property”); and

WHEREAS, in connection with the Project, the Company wishes to support the Taxing Jurisdictions’ efforts by providing support to its residents that is not available from tax dollars; and

WHEREAS, the Parties believe that their mutual interests will be served by the execution of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

The terms of this Agreement shall have the meanings ascribed to them herein, for all purposes of this Agreement, unless the context clearly indicates some other meaning. Words in singular shall include the plural and words in the plural shall include the singular where the context so requires.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.1 TAXING JURISDICTIONS' REPRESENTATIONS AND WARRANTIES.

The Taxing Jurisdictions represent, warrant, and agree as follows:

a. **Existence and Good Standing.** The Taxing Jurisdictions are validly existing political subdivisions of the State of New York.

b. **Approval and Authorization.** The Taxing Jurisdictions have full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Taxing Jurisdictions have duly authorized the execution and delivery of this Agreement and the Taxing Jurisdictions' performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the Taxing Jurisdictions, jointly and severally, which is enforceable in accordance with its terms. A copy of the resolutions passed by the Taxing Jurisdictions and the IDA approving this Agreement and authorizing its execution are attached as **Exhibit A**.

c. **Signatory.** The Taxing Jurisdictions represents and warrants that the individual who has executed this Agreement pursuant to a resolutions adopted by the respective boards of the Taxing Jurisdictions, at a meeting thereof, and the representative of each of the respective Taxing Jurisdictions whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the entity for which the individual has signed.

SECTION 2.2 IDA REPRESENTATIONS AND WARRANTIES.

a. **Existence and Good Standing.** The IDA is a validly existing public benefit corporation in the State of New York.

b. **Approval, Authorization and Enforcement.** The IDA has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The IDA is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein.

c. Signatory. The IDA represents and warrants that its signatory, whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the IDA.

SECTION 2.3 COMPANY REPRESENTATIONS AND WARRANTIES.

The Company represents, warrants, and agrees as follows:

a. Existence and Good Standing. The Company is, and will continue to be throughout the term hereof, validly existing as a limited liability company authorized to do business within the State of New York.

b. Approval, Authorization, and Enforcement. The Company has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Company is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein.

c. Signatory. The Company represents and warrants that its signatory, whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the Company.

d. All Statements True. No statement, information, representation or warranty of the Company contained in this Agreement or furnished by or on behalf of the Company in connection with the transactions contemplated contain any untrue statements of a material fact or omits to state a material fact necessary in order to make a statement contained herein not misleading.

ARTICLE III

TERM

SECTION 3.1 EFFECTIVE DATE.

This Agreement will become effective upon the execution by all the Parties and on the date of the last signatory (the “Effective Date”).

SECTION 3.2 TERM.

The term of this Agreement is eleven years and will commence on January 1, 2027 (the “Commencement Date”) so long as Town grants the Project the Real Property Tax Law § 487 exemption on School District portion of the roll as of the 2026 final assessment roll. In the event the Town does not grant the Real Property Tax Law § 487 exemption on School District portion of the roll as of the 2026 final assessment roll, the term of this Agreement shall commence on the January 1 following the grant of the Real Property Tax Law § 487 exemption as reflected on the final assessment roll.

ARTICLE IV

HOST COMMUNITY PAYMENT

SECTION 4.1 HOST COMMUNITY PAYMENT

a. **Payment.** The Company agrees to pay \$3,500/MWac for the Project shared pro-rata annually to each of the Taxing Jurisdictions and continuing for the Term of this Agreement (each year being the “**Annual Host Community Payment**” and collectively, over the term the “**Host Community Payments**”). The Taxing Jurisdictions’ share of the Host Community Payments is reflected in **Schedule A** attached hereto.¹ The respective share of each Taxing Jurisdiction is based on the tax rate at the time of execution of this Agreement. The Taxing Jurisdictions may agree to a different allocation amongst themselves without the consent of the Company so long as there is no increase in the amount of Host Community Payment due in any year.

b. The Host Community Payments contemplated in Section 4.1(a) above include the battery energy storage systems (“BESS”) on site and no additional fees or payments are due for the BESS.

c. **Due Date.** Each Host Community Payment to the Taxing Jurisdictions shall be due annually on January 31 following the Commencement Date and shall be payable to, submitted to, and distributed by, the IDA as provided for in this Agreement. Such Host Community Payments will be sent to Jefferson County IDA, 800 Starbuck Avenue, Suite 800, Watertown, New York 13601 or such other address as the IDA advises in writing.

d. After the Company makes the last of the Host Community Payments, it shall have no further financial obligations to the Taxing Jurisdictions for this Project under this Agreement.

e. **Purpose.** The Taxing Jurisdictions confirm that the Host Community Fee payable by the Company hereunder will constitute revenues for the following public purposes: any legally authorized purpose as set forth under General Municipal Law. The Taxing Jurisdictions agree to expend the Host Community Fee for such public purposes.

¹ The Company entered into separate financial agreements with the Lyme Central School District (the “School District”) previously, so the School District is intentionally excluded from this Agreement and no payments to the School District are contemplated under this Agreement.

SECTION 4.2 LATE PAYMENT.

If any Host Community Payment is not paid as of the date due it shall be deemed late without any requirement of notice from the Taxing Jurisdictions or IDA. Late fees shall be assessed at a rate of one (1) percent (1%) a month on the original amount outstanding, until the outstanding Host Community Payment is paid.

The Taxing Jurisdictions agree that the Company's liability to make an Annual Payment under this Agreement shall be satisfied upon Company's payment of the applicable Annual Payment to the IDA. As the Parties agree to have the IDA distribute the payments outlined in Schedule A to the Taxing Jurisdictions under this Agreement, the Company shall not be responsible for any act or omission by the IDA in its distribution of any payment under this Agreement to the Taxing Jurisdictions, including, but not limited to, any delay or miscalculation of such payments. The Taxing Jurisdictions and IDA warrant and represent that the Company's payment is deemed timely upon the Company's delivery of the payment to the IDA and any such delay, defect, act, or omission by the IDA in distributing the payments to the Taxing Jurisdictions shall not be attributed to Company in any way. For the avoidance of doubt, any delay, defect, act, or omission by the IDA in transmitting the Taxing's Jurisdictions' respective shares of the payment under this Agreement shall not be considered late, shall not accrue any penalty or interest, and shall not form the basis of any termination the Taxing Jurisdictions may have under this Agreement. In the event of a dispute of a timely payment made by the Company under this Agreement but for which was not, for whatever reason, sent by the IDA to the Taxing Jurisdictions, the Taxing Jurisdictions agree to indemnify and hold harmless the Company against any and all claims, demands, damages, liabilities, costs, including reasonable attorneys' fees, and judgments arising out of or relating to the Company's payments under this Agreement as distributed by the IDA to the Taxing Jurisdictions.

SECTION 4.3 NO OFFSET.

No payment due under this Agreement shall be offset against any other fee, payment, tax, or payment in-lieu-of-taxes due under any other agreement, even in the event that any federal, state, county, or local law is enacted which would otherwise allow the Company to reduce or otherwise discontinue such payments.

ARTICLE V

IDA ADMINISTRATION OF THIS AGREEMENT

SECTION 5.1 IDA ADMINISTRATION.

The Parties agree that the IDA shall administer this Agreement and distribute the Host Community Payments provided for under Section 4.1 of this Agreement and as reflected in Schedule A. The IDA shall do so without any fee and, if it is customary to impose a fee for such action, the IDA hereby waives any and all such fees for administering this Agreement.

ARTICLE VI

BREACH AND REMEDIES

SECTION 6.1 NOTICE OF BREACH.

In any case where either Party breaches this Agreement, the non-breaching Party shall provide written notice to the breaching Party within ten (10) days of such breach ("**Notice of Breach**"). Each monetary Notice of Breach given by the IDA or any one of the Taxing Jurisdictions to the Company or any Mortgagee will state the amounts, to the extent known, of any payments herein provided that are then claimed to be in Default.

SECTION 6.2 COMPANY RIGHT TO CURE.

The Company shall have the right to cure any breach and must cure such breach within thirty (30) days of its receipt of a Notice of Breach, in which event the IDA or any one of the Taxing Jurisdictions shall give the Company an additional sixty (60) days to cure provided the Company has commenced a cure and proceeded diligently to affect such cure.

SECTION 6.3 REMEDIES CUMULATIVE.

No remedy herein conferred upon or reserved to the IDA or the any one of the Taxing Jurisdictions is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any breach shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII

SEVERABILITY

SECTION 7.1 SEVERABILITY.

If any clause, provision, section or article of this Agreement, or a portion thereof, is held invalid, inoperative or unenforceable by any court or regulatory authority of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by applicable law.

SECTION 7.2 REFORMATION.

Notwithstanding the foregoing, if any clause, provision, section or article of this Agreement, or a portion thereof, is held invalid, inoperative or unenforceable by any court or regulatory authority of competent jurisdiction, the Parties shall:

a. Promptly meet and negotiate a substitute for such clause, provision, section or article, which will to the greatest extent legally permissible, effect the original intent of the Parties therein.

b. Negotiate such changes in, substitutions for, or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with Article 4 hereof to effect the original intent of the Parties in the clause, provision, section or article declared invalid.

ARTICLE VIII

NOTICES

SECTION 8.1 NOTICES.

All notices, demands, requests, consents, or other communications provided for or permitted to be given pursuant to this Agreement shall be in writing and shall be mailed, communicated by electronic mail, or delivered to the Parties at the respective address set forth below:

If to the Company:

NSF Chaumont Site 1, LLC
c/o Convergent Energy + Power
7 Times Square Tower, Suite 3504
New York, New York 10036

With a copy to:

Daniel A. Spitzer, Esq.
Hodgson Russ LLP
The Guaranty Building
140 Pearl Street
Buffalo, New York 14202

If to the Town:

Town Supervisor
Town of Lyme
12175 NYS Route 12E
Chaumont, New York 13622

If to the County:

County Executive
Jefferson County
175 Arsenal Street
Watertown, New York 13601

If to the Village:

Mayor
Village of Chaumont
12175 NYS Route 12 E
Chaumont, New York 13622

If to the IDA:

Chief Executive Officer
Jefferson County IDA
800 Starbuck Avenue, Suite 800
Watertown, New York 13601

All such notices, demands, requests, consents, or other communications shall be deemed to have been duly given when transmitted by electronic copy or personally delivered or, in the case of a mailed notice, upon receipt, in each case addressed as aforesaid. Each of the Parties may from time to time change its address for notices by providing notice of such change to the other Parties given in accordance with this Section.

ARTICLE IX MISCELLANEOUS

SECTION 9.1 NO WAIVER.

The failure of any Party to insist on the strict performance of any term or provision hereof will not be deemed a waiver of the right to insist on strict performance of any other term or provision, nor will it be deemed a waiver of any subsequent breach. Unless specifically stated, the selection of any specific remedy hereunder or under the Local Law by either Party shall not be deemed an election of remedies limiting either Party's right to seek any other remedy otherwise allowed by this Agreement or the Local Law.

SECTION 9.2 APPLICABLE LAW AND VENUE.

This Agreement will be governed by the laws of the State of New York. Venue for any dispute arising under this Agreement and not settled by mediation shall be solely in the New York State Supreme Court for Jefferson County.

SECTION 9.3 NO RECOURSE.

All obligations of the Parties contained in this Agreement shall be deemed to be the corporate obligations of the respective Parties and not obligations of any member, officer, director, official, agent, servant, employee, or affiliate of the Parties. No recourse upon any obligation contained in this Agreement, or otherwise based on or in respect of this Agreement, shall be had against any past, present, or future member, officer, director, official, agent, servant, employee, or affiliate of the Parties.

SECTION 9.4 ENTIRE AGREEMENT.

Unless supplemented or otherwise amended in writing by the Parties in accordance with the laws of the State, this Agreement constitutes the Parties' entire agreement with respect to the subject set forth herein, and no other agreements, written or unwritten, implied or express, will be deemed effective.

SECTION 9.5 AMENDMENT.

No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in a writing that specifically references this Agreement and that is duly executed by the Parties.

SECTION 9.6 BINDING EFFECT.

This Agreement shall inure to the benefit of and shall be binding upon each of the Parties and, as permitted by this Agreement, their respective successors and permitted assigns.

SECTION 9.7 HEADINGS.

The headings of sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the construction hereof.

SECTION 9.8 ASSIGNMENT BY THE IDA AND TAXING JURISDICTION.

Except in the context of financing or securitizing revenues from the Project under this Agreement, the IDA and Taxing Jurisdictions may not transfer or assign any of their rights or obligations under this Agreement without the prior written consent of the Company and any such transfer or assignment shall be null and void and of no force and effect. The Company shall cooperate with the IDA and Taxing Jurisdictions from time to time, including, without limitation, by entering into a consent and assignment or other agreements with the IDA and Taxing Jurisdictions and the financing parties involved with any such financing or securitization in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by the involved financing parties.

SECTION 9.9 ASSIGNMENT BY COMPANY.

The Company may, without the consent of the IDA or the Taxing Jurisdictions: (a) assign this Agreement to any (x) purchaser or successor in and to the Project, (y) affiliate or subsidiary of the Company that is controlled by, controlling or under common control with the Company, or (z) persons or entities providing financing for the Project (“Lender”, and such purchaser, affiliate, and Lender are collectively defined as a “Successor”), provided such Successor assumes and agrees to be bound by this Agreement by executing and submitting to the Town a notice of assignment and assumption of this Agreement at least thirty days prior to any assignment, and (b) pledge, encumber, hypothecate, mortgage, grant a security interest in and collaterally assign this Agreement to any to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation whether or not such obligation is related to any indebtedness (a “Lender’s Lien”). A Lender shall have the absolute right to: (a) assign its Lender’s Lien; (b) take possession of and operate the Property or any portion thereof solely in accordance with the Company’s rights under this Agreement and perform any obligations to be performed by Company or a Successor hereunder; or (c) exercise any rights of Company hereunder. The IDA and the Taxing Jurisdictions shall cooperate with the Company, its affiliates, any Successor from time to time, including, without limitation, by entering into a consent and assignment or other agreements with such Successor and the Company in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by such Successor, including execution of a consent to the assignment of this Agreement. In the event this Agreement is assigned to a Successor, the Company shall have no further obligations hereunder, except for any obligations outstanding on the date of the transfer, but only if the Successor has in writing confirmed its acceptance of its obligations and Successor is not in breach of its obligations under this Agreement. Nothing herein shall limit in any way the right of the owners of the Company to sell or otherwise transfer (including by merger or consolidation with any other entity) all or a portion of their ownership interests in the Company.

SECTION 9.10 COUNTERPARTS.

This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. A scanned or electronic signature shall constitute an original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year above written.

TOWN OF LYME

By: _____
Name: _____
Title: _____

JEFFERSON COUNTY

By: _____
Name: _____
Title: _____

VILLAGE OF CHAUMONT

By: _____
Name: _____
Title: _____

JEFFERSON COUNTY IDA

By: _____
Name: _____
Title: _____

NSF CHAUMONT SITE 1, LLC

By: _____
Name: _____
Title: _____

Exhibit A
Approving Resolutions

Schedule A

Host Community Payments Over Term

Based on \$3,500/MW shared pro rata for 5MW project

<u>Town</u>	<u>County</u>	<u>Village</u>	<u>Total</u>

Village of Chaumont

12175 NYS Route 12E
Chaumont, NY 13622
Phone # 315-649-2900
Fax #: 315-649-2049

RESOLUTION #27 of 2026

TO SETTLE PROCEEDINGS TO REVIEW REAL PROPERTY ASSESSMENT CHALLENGES

WHEREAS, certain premises owned and/or controlled by NSF Chaumont Site 1, LLC, NSF Chaumont Site 2, LLC, NSF Chaumont Site 3, LLC, NSF Chaumont Site 4, LLC, and NSF Chaumont Site 5, LLC, (Collectively known as "NSF") in the Village of Chaumont and Town of Lyme and further identified as:

Location	Tax Parcel #	Owner/Controlled By
County Route 179	61.35-1-1 and 61.35-1-1-.801	NSF Chaumont Site 1, LLC
12711 Morris Tract Road	61.44-1-1 and 61.44-1-1-.801	NSF Chaumont Site 2, LLC
County Route 179	61.35-1-2 and 61.35-1-2-.801	NSF Chaumont Site 3, LLC
County Route 179	61.43-1-3.3	NSF Chaumont Site 4, LLC
County Route 179	61.43-1-3.4 61.43-1-3.4-801	NSF Chaumont Site 5, LLC

(collectively as the "Subject Properties")

WHEREAS the parties have engaged in settlement discussions in respect to five (5) parcels (and now suffix parcels) over three (3) years and have agreed to resolve the litigation and which will culminate in a Stipulation of Settlement and Order and Judgment, a copy of which is attached as **Exhibit "A"**; and

WHEREAS, settlement will include an amendment to an Education Contribution Agreement between Petitioner and Lyme Central School District for the Subject Properties, a copy of the same is attached as **Exhibit "B"**; and

WHEREAS, settlement will include an amendment to a Payment in Lieu of Tax Agreement for the Subject Properties, a copy of which is attached as **Exhibit "C"**; and

WHEREAS, settlement will also include a Host Community Agreement between relevant parties for the Subject Properties, a copy of which is attached as **Exhibit "D"**; and

WHEREAS, the specifics associated with settlement of each case for each of three (3) tax years and for each of five (5) separate sites are memorialized in the proposed settlement papers that accompany this Resolution as Exhibits; and

WHEREAS, a compromise and settlement of the aforesaid proceedings upon the above basis specified in the Exhibits for the Subject Properties is deemed to be in the best interests of the Village of Chaumont; and

WHEREAS, this settlement is expressly conditioned upon all settlement papers for the subject properties being finalized and executed, a copy of only certain exhibits which are attached, and approval by all parties including the Supreme Court; and


NOW THEREFORE BE IT RESOLVED by the Village Board of the Village of Chaumont, New York as follows:

1. The foregoing recitations with exhibits are incorporated herein and made a part hereof as if set forth hereafter.
2. The Village Board hereby approves settlement of the underlying tax assessment challenges for all years and all Subject Properties as being in the best interests of the Village of Chaumont.
3. The Mayor, and Village Clerk for the Village of Chaumont, their respective agents and/or representatives are authorized to sign all documents and take all steps necessary to resolve the underlying proceedings on the terms and conditions specified herein and the Exhibits attached hereto.
4. This Resolution shall take effect immediately.

The foregoing Resolution was offered by Board Member, James Morrow, and seconded by Board Member, Jose Sosa, and upon roll call vote of the Board was duly adopted as follows:

Jim Morrow, Mayor	Yes
Michael Nichols	Yes
Tammy McIntosh	Yes
Dori-Ann Froelich	Yes
Jose Sosa	Yes

Dated: April 21, 2026


Erin Fulton, Village Clerk

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

2026 Board Attendance

Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Aliasso, Robert	P	P	P	P	P							
Condino, John	P	P	P	P	P							
Converse, David	E	P	E	P	P							
Johnson, William	P	P	P	P	P							
L'Huilier, Lisa	P	E	P	P	P							
Walldroff, W. Edward	E	P	P	P	P							
Warneck, Paul	P	P	P	P	P							
Totals:	5	5	6	7	7							
- Present												
- Excused												
A - Absent												