

Presentation



2020-255

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PAYMENT IN LIEU OF TAXES AGREEMENT  
FOR SOLAR ENERGY SYSTEMS

between

RENSSELAER COUNTY

and

TOWN OF SCHODACK

and

SCHODACK CENTRAL SCHOOL DISTRICT

and

~~EDEN RENEWABLES~~ CEDAR HILL COMMUNITY SOLAR, LLC

Dated as of \_\_\_\_\_, 2020

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RELATING TO THE PREMISES LOCATED AT ~~Breekview~~  
PHILLIPS ROAD~~Read~~ IN THE (TOWN OF  
SCHODACK, RENSSELAER COUNTY, NEW YORK.

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PAYMENT IN LIEU OF TAXES AGREEMENT  
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY, effective as of the date on the cover page, above, by and between EDEN RENEWABLES CEDAR HILL SOLAR, LLC (“Owner”), a California Limited Liability Company, with a principal place of business located at ~~100 Montgomery Street, San Francisco, Ca. 94104~~; the SCHODACK CENTRAL SCHOOL DISTRICT, (the “School District”), a school district duly established with a principal place of business located at 1477 South Schodack Road, Castleton, New York 12154; and the COUNTY OF RENSSELAER, New York, a municipal corporation duly established with a principal place of business at 1600 7th Ave, Troy, New York 12180 (the “County”) and the TOWN OF SCHODACK , a municipal corporation duly established with a principal place of business at 265 Schuurman Road, Castleton, New York 12033 (the “TOWN”) :

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

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to each of 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) (herein the “Project”) with an expected nameplate capacity (“Capacity”) of approximately 5 Megawatts AC on a parcel of land located within the Town at ~~141 Verbeek Avenue Brookview Phillips Road~~ and identified as SBL # ~~177.-8-29,1/1~~, as described in Exhibit A (herein the “Property”); and

WHEREAS, none of the Taxing Jurisdictions have opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487 (9)(a), the Taxing Jurisdictions have indicated their intent to require a Payment in Lieu of Taxes Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to each of the Taxing Jurisdictions for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted to the assessor of the Town a 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, the Parties intend that, during the term of this Agreement, the Project will be placed on exempt portion of the assessment roll and the Owner will not be assessed for any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 Representations of the Parties.

1.1 The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

A. The Owner is duly organized, and a validly existing California limited liability company duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

B. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.

C. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation or Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdictions or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

1.2 The Taxing Jurisdictions hereby represent, warrant, and covenant that, as of the date of this Agreement:

A. The Taxing Jurisdictions are each duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

B. All necessary action has been taken to authorize each of the Taxing Jurisdiction's execution, delivery, and performance of this Agreement, and this Agreement constitutes each of the Taxing Jurisdiction's legal, valid, and binding obligation enforceable against it in accordance with its terms.

C. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the Taxing Jurisdictions except such as have been duly or will be obtained or made.

D. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Taxing Jurisdictions, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Taxing Jurisdictions' ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

2.0 Tax Exemption; Payment in Lieu of Real Property Taxes.

2.1 Tax-Exempt Status of the Project Facility. Pursuant to RPTL 487 the Parties hereto agree that the Project shall be placed by the Taxing Jurisdictions as exempt upon the assessment rolls of the Taxing Jurisdictions. A Real Property Tax Exemption Form (RP 487) has or will be filed with the Taxing Jurisdictions and the Project is eligible for exemption pursuant to RPTL 487 (4).

2.2 Term. Owner agrees to make annual payments to the Taxing Jurisdictions in lieu of real property taxes for the Project for a period of fifteen (15) consecutive fiscal tax years; annual payments may not exceed the amounts that would otherwise be payable but for the RPTL 487 exemption. Such 15-year term shall commence on the first taxable status date following the date when the Project is mechanically complete and Owner has commenced production of electricity ("Commercial Operations Date"), and shall end the fifteenth fiscal year following the Commercial Operations Date.

2.3 Payments. The first annual payment shall be in the amount of Five Thousand Dollars (\$5,000.00) per Megawatt AC of Capacity (the "Annual Payment"). Thereafter, Annual Payments will escalate by two percent (2%) per year. Based on the Capacity of 5 Megawatts AC, Annual Payments to be made by Owner during the term of this Agreement shall be as listed in Exhibit B. All payments by the Owner hereunder shall be paid in lawful money of the United States of America. Each Annual Payment will be paid to the Taxing Jurisdictions in accordance with Sections 5.0 and 2.4 of this Agreement.

2.4 Payment and Billing. The Annual Payment amount and payment date will be noted on an annual bill issued by Rensselaer County to the Owner, provided that any failure by Rensselaer County to issue such a bill shall not relieve Owner of its obligation to make timely payments under this section. Rensselaer County shall, upon receipt of each Annual Payment from the Owner, pay to the Schodack Central School District and the Town of Schodack their proportionate share of the Annual Payment as separately agreed upon.

2.5 Depreciation and Changes in Tax Rate. Owner agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdictions' tax rate, and the Taxing Jurisdictions agree that the payments in lieu of taxes will not be increased on account of an inflation factor or increase in the Taxing Jurisdictions' tax rate, all of which factors have been considered in arriving at the Annual Payment amounts reflected in this Agreement.

2.6 Special Districts and Underlying Property. Owner agrees that the Annual Payment shall not include i) any property taxes due and payable to any special district and/or any property taxes due against the underlying land on which the Project is sited. Owner agrees that such special district and underlying land taxes shall be made in addition to the Annual Payment.

3.0 Change in Capacity at Mechanical Completion: Adjustments to Payments. If after the Completion Date, the Capacity is increased as a result of the replacement or upgrade of existing Project equipment or property or the addition of new Project equipment or property, the Annual Payments set forth in Exhibit B will be increased on a pro rata basis.

Change in Capacity After Mechanical Completion: Adjustments to Payments. If, after the Commercial Operations Date, the Capacity of the Project (as defined by the design capacity) is increased as a result of the replacement or upgrade of existing Project equipment or property or the addition of new Project equipment or property, the Annual Payments set forth in Exhibit B shall be increased on a pro rata basis for the remaining years of the Agreement.

4.0 Payment to the County. Payment to the County shall be made payable to the Rensselaer County Chief Fiscal Officer and mailed to the County of Rensselaer, c/o 1600 7th Ave, Troy, New York 12180, and are due no later than February 15th of each year.

4.1 Late Payments. All late payments shall accrue interest at the statutory rate for late tax payments under New York Law. Owner shall pay the attorney fees, costs and disbursements, filing fees, and other court costs, and all other costs incurred by any of the Taxing Jurisdictions in the collection of the unpaid amounts. In the event the Owner fails to make such payments to the Taxing Jurisdictions following such collection efforts, then the Town may assess such unpaid amounts, including all accrued interest thereon, against the Property as delinquent taxes in accordance with Section 13.1. All payments by Owner hereunder shall be paid in lawful money of the United States of America.

5.0 Tax Status. Tax Certiorari. Separate Tax Lot.

5.1 Payments of Special Assessments or Special District Assessments. The Taxing Jurisdictions agree that during the term of this Agreement, the Taxing Jurisdictions will not assess Owner for any real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Taxing Jurisdictions agree that this Agreement will exclusively govern the payments of all such taxes, provided, however, that this Agreement is not intended to affect, and will not preclude the Taxing Jurisdictions from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdictions to the Project.

5.2 Tax Certiorari. Nothing in this Agreement shall limit the right of the Owner to challenge the assessment of the Project pursuant to the RPTL.

5.3 Separate Lots. The assessor for the taxing jurisdictions may create a separate tax lot for the Project to facilitate billing and payment.

6.0 Underlying Land. Notwithstanding anything to the contrary contained herein, Forefront Power, LLC hereby acknowledges and agrees that the Taxing Jurisdictions shall continue to assess the land upon which the Project is constructed.

6.0 Assignments, Binding Effect.

6.1 Assignment, generally. This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdictions; such consent may not be unreasonably withheld if the Assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdictions, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the reasonable satisfaction of the Taxing Jurisdictions, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A Notice of this Agreement may be recorded by Owner and the Taxing Jurisdictions shall cooperate in the execution of required Assignments with the Owner and its successors.

6.2 Assignment to Affiliate or Financing Party. Owner may, with advance written notice to the Taxing Jurisdictions and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

6.3 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdictions, the Owner and their respective successors and assigns.

7.0 Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

8.0 Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdictions to review and negotiate any such instruments or documents.

9.0 Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

If to Taxing Jurisdictions:

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Town of Schodack  
265 Schuurman Road  
Castleton, NY 12033

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Schodack Central School  
Attn: Superintendent  
1477 South Schodack Road, Castleton, New York 12154

Rensselaer County  
Attn: County Executive  
1600 Seventh Street, Troy, New York 12180

With a copy to:

Rensselaer County  
Attn: County Attorney  
1600 Seventh Street, Troy, New York 12180

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

10.0 Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdictions each consent to the jurisdiction of the New York State Supreme Court, County of Rensselaer regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

11.0 Termination Rights of the Owner. Owner may terminate this Agreement in the event Owner provides notice to the Taxing Jurisdictions that it is discontinuing the production of electricity and is de-commissioning its equipment. Upon receipt of the Notice of Termination, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of the Taxing Jurisdictions. Owner shall be liable for Annual Payments due in the year of termination, except that if Owner is required to pay any part-year real property taxes, the Annual Payment for that year shall be reduced pro rata so that the Owner is not required to pay both Annual Payments and real property taxes for any period of time.

12.0 Termination Rights of Taxing Jurisdictions. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdictions may terminate this Agreement on thirty (30) days written notice to Owner if:

12.1 Owner fails to make timely payments required under this Agreement, unless such payment is received by the Taxing Jurisdictions within the 30-day notice period with interest as stated in this Agreement. In the event the Owner has failed to make timely payments hereunder, including accrued interest thereon under Section 5.2, and the Taxing Jurisdictions have



terminated this Agreement, the Town may assess all such unpaid amounts against the Property as delinquent taxes; and

12.2 Owner has filed, or has had filed against it, a petition for voluntary or involuntary Bankruptcy, liquidation, receivership, or executes an assignment for the benefit of creditors, or is otherwise insolvent.

13.0 Remedies: Waiver And Notice.

13.1 No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

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

13.3 No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

14.0 Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

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

16.0 No Third Party Beneficiaries. The Parties state that there are no third party beneficiaries to this Agreement.

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

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



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.

CEDAR HILL SOLAREDEN  
RENEWABLES, LLC

By: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SCHODACK CENTRAL SCHOOL  
DISTRICT**

By: \_\_\_\_\_

\_\_\_\_\_  
Name

Superintendent \_\_\_\_\_

Title

\_\_\_\_\_  
Date

COUNTY OF RENSSELAER

By: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_ TOWN OF SCHODACK

\_\_\_\_\_  
By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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EXHIBIT A

DESCRIPTION OF LAND

Tax Map ID # 177.-8-29.1



EXHIBIT B

ANNUAL PAYMENTS

<u>Fiscal Year</u>	<u>To Town</u>	<u>To County</u>	<u>To School</u>	<u>Total Payment</u>
Year 1	6250.00	6250.00	12500.00	25,000.00
Year 2	6375.00	6375.00	12750.00	25,500.00
Year 3	6502.50	6502.50	13005.00	26,010.00
Year 4	6632.55	6632.55	13265.10	26,530.20
Year 5	6765.20	6765.20	13530.40	27,060.80
Year 6	6900.50	6900.50	13801.02	27,602.02
Year 7	7038.52	7038.52	14077.02	28,154.06
Year 8	7179.28	7179.28	14358.58	28,717.14
Year 9	7322.86	7322.86	14645.76	29,291.48
Year 10	7469.32	7469.32	14938.67	29,877.31
Year 11	7618.71	7618.71	15237.44	30,474.86
Year 12	7771.09	7771.09	15542.18	31,084.36
Year 13	7926.50	7926.50	15853.04	31,706.04
Year 14	8085.04	8085.04	16170.09	32,340.17
Year 15	8246.74	8246.74	16493.49	32,986.97

EXHIBIT B

ANNUAL PAYMENTS

<u>Fiscal Year</u>	<u>Payment to County</u>	<u>Payment to School District</u>	<u>Total Payment</u>
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			

Year 6			
Year 7			
Year 8			
Year 9			
Year 10			
Year 11			
Year 12			
Year 13			
Year 14			
Year 15			

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PAYMENT IN LIEU OF TAXES AGREEMENT  
FOR SOLAR ENERGY SYSTEMS

between

RENSSELAER COUNTY

and

TOWN OF SCHODACK

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SCHODACK CENTRAL SCHOOL DISTRICT

and

~~EDEN RENEWABLES, LLC~~ WHITE RIVER COMMUNITY SOLAR, LLC

Dated as of \_\_\_\_\_, 2020

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RELATING TO THE PREMISES LOCATED AT ~~Brookview~~ 2270  
RIVER ROAD ~~Road~~ IN THE (TOWN OF  
SCHODACK, RENSSELAER COUNTY, NEW YORK.

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PAYMENT IN LIEU OF TAXES AGREEMENT  
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

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RECITALS

WHEREAS, Owner has submitted a Notice of Intent to each of 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) (herein the “Project”) with an expected nameplate capacity (“Capacity”) of approximately 5 Megawatts AC on a parcel of land located within the Town at ~~141 Verbeek Avenue Brookview~~ 2270 River Road and identified as SBL # 188.-7-1./1, as described in Exhibit A (herein the “Property”); and

WHEREAS, none of the Taxing Jurisdictions have opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487 (9)(a), the Taxing Jurisdictions have indicated their intent to require a Payment in Lieu of Taxes Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to each of the Taxing Jurisdictions for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted to the assessor of the Town a 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

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1.1 The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

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B. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.

C. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation or Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdictions or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

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Change in Capacity After Mechanical Completion: Adjustments to Payments. If, after the Commercial Operations Date, the Capacity of the Project (as defined by the design capacity) is increased as a result of the replacement or upgrade of existing Project equipment or property or the addition of new Project equipment or property, the Annual Payments set forth in Exhibit B shall be increased on a pro rata basis for the remaining years of the Agreement.

4.0 Payment to the County. Payment to the County shall be made payable to the Rensselaer County Chief Fiscal Officer and mailed to the County of Rensselaer, c/o 1600 7th Ave, Troy, New York 12180, and are due no later than February 15th of each year.

4.1 Late Payments. All late payments shall accrue interest at the statutory rate for late tax payments under New York Law. Owner shall pay the attorney fees, costs and disbursements, filing fees, and other court costs, and all other costs incurred by any of the Taxing Jurisdictions in the collection of the unpaid amounts. In the event the Owner fails to make such payments to the Taxing Jurisdictions following such collection efforts, then the Town may assess such unpaid amounts, including all accrued interest thereon, against the Property as delinquent taxes in accordance with Section 13.1. All payments by Owner hereunder shall be paid in lawful money of the United States of America.

5.0 Tax Status. Tax Certiorari. Separate Tax Lot.

5.1 Payments of Special Assessments or Special District Assessments. The Taxing Jurisdictions agree that during the term of this Agreement, the Taxing Jurisdictions will not assess Owner for any real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Taxing Jurisdictions agree that this Agreement will exclusively govern the payments of all such taxes, provided, however, that this Agreement is not intended to affect, and will not preclude the Taxing Jurisdictions from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdictions to the Project.

5.2 Tax Certiorari. Nothing in this Agreement shall limit the right of the Owner to challenge the assessment of the Project pursuant to the RPTL.

5.3 Separate Lots. The assessor for the taxing jurisdictions may create a separate tax lot for the Project to facilitate billing and payment.

**6.0 Underlying Land.** Notwithstanding anything to the contrary contained herein, Forefront Power, LLC hereby acknowledges and agrees that the Taxing Jurisdictions shall continue to assess the land upon which the Project is constructed.

**6.0 Assignments, Binding Effect.**

**6.1 Assignment, generally.** This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdictions; such consent may not be unreasonably withheld if the Assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdictions, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the reasonable satisfaction of the Taxing Jurisdictions, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A Notice of this Agreement may be recorded by Owner and the Taxing Jurisdictions shall cooperate in the execution of required Assignments with the Owner and its successors.

**6.2 Assignment to Affiliate or Financing Party.** Owner may, with advance written notice to the Taxing Jurisdictions and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

**6.3 Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdictions, the Owner and their respective successors and assigns.

**7.0 Statement of Good Faith.** The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

**8.0 Additional Documentation and Actions.** Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdictions to review and negotiate any such instruments or documents.

**9.0 Notices.** All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

If to Taxing Jurisdictions:

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Town of Schodack  
265 Schuurman Road  
Castleton, NY 12033

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Schodack Central School  
Attn: Superintendent  
1477 South Schodack Road, Castleton, New York 12154

Rensselaer County  
Attn: County Executive  
1600 Seventh Street, Troy, New York 12180

With a copy to:

Rensselaer County  
Attn: County Attorney  
1600 Seventh Street, Troy, New York 12180

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

10.0 Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdictions each consent to the jurisdiction of the New York State Supreme Court, County of Rensselaer regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

11.0 Termination Rights of the Owner. Owner may terminate this Agreement in the event Owner provides notice to the Taxing Jurisdictions that it is discontinuing the production of electricity and is de-commissioning its equipment. Upon receipt of the Notice of Termination, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of the Taxing Jurisdictions. Owner shall be liable for Annual Payments due in the year of termination, except that if Owner is required to pay any part-year real property taxes, the Annual Payment for that year shall be reduced pro rata so that the Owner is not required to pay both Annual Payments and real property taxes for any period of time.

12.0 Termination Rights of Taxing Jurisdictions. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdictions may terminate this Agreement on thirty (30) days written notice to Owner if:

12.1 Owner fails to make timely payments required under this Agreement, unless such payment is received by the Taxing Jurisdictions within the 30-day notice period with interest as stated in this Agreement. In the event the Owner has failed to make timely payments hereunder, including accrued interest thereon under Section 5.2, and the Taxing Jurisdictions have

terminated this Agreement, the Town may assess all such unpaid amounts against the Property as delinquent taxes; and

12.2 Owner has filed, or has had filed against it, a petition for voluntary or involuntary Bankruptcy, liquidation, receivership, or executes an assignment for the benefit of creditors, or is otherwise insolvent.

13.0 Remedies; Waiver And Notice.

13.1 No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

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

13.3 No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

14.0 Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

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

16.0 No Third Party Beneficiaries. The Parties state that there are no third party beneficiaries to this Agreement.

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

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





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.

EDEN RENEWABLES WHITE RIVER  
SOLAR, LLC

By: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SCHODACK CENTRAL SCHOOL  
DISTRICT**

By: \_\_\_\_\_

\_\_\_\_\_  
Name

Superintendent  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

COUNTY OF RENSSELAER

By: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_ TOWN OF SCHODACK

\_\_\_\_\_  
By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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EXHIBIT A

DESCRIPTION OF LAND

Tax Map ID # 188.-7-1



**EXHIBIT B**

**ANNUAL PAYMENTS**

<u>Fiscal Year</u>	<u>To Town</u>	<u>To County</u>	<u>To School</u>	<u>Total Payment</u>
Year 1	6250.00	6250.00	12500.00	25,000.00
Year 2	6375.00	6375.00	12750.00	25,500.00
Year 3	6502.50	6502.50	13005.00	26,010.00
Year 4	6632.55	6632.55	13265.10	26,530.20
Year 5	6765.20	6765.20	13530.40	27,060.80
Year 6	6900.50	6900.50	13801.02	27,602.02
Year 7	7038.52	7038.52	14077.02	28,154.06
Year 8	7179.28	7179.28	14358.58	28,717.14
Year 9	7322.86	7322.86	14645.76	29,291.48
Year 10	7469.32	7469.32	14938.67	29,877.31
Year 11	7618.71	7618.71	15237.44	30,474.86
Year 12	7771.09	7771.09	15542.18	31,084.36
Year 13	7926.50	7926.50	15853.04	31,706.04
Year 14	8085.04	8085.04	16170.09	32,340.17
Year 15	8246.74	8246.74	16493.49	32,986.97

**EXHIBIT B**

**ANNUAL PAYMENTS**

<u>Fiscal Year</u>	<u>Payment to County</u>	<u>Payment to School District</u>	<u>Total Payment</u>
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			

Year 6			
Year 7			
Year 8			
Year 9			
Year 10			
Year 11			
Year 12			
Year 13			
Year 14			
Year 15			

2020.262

## ROAD USE AND CROSSING AGREEMENT

This ROAD USE AND CROSSING AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the \_\_\_\_\_, a municipal corporation in the State of New York, having a mailing address of \_\_\_\_\_ ("Municipality") and NEW YORK TRANSCO LLC, a New York limited liability company, having a mailing address at \_\_\_\_\_ ("Transco"). Municipality and Transco are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Transco is engaged in the development and construction of the New York Energy Solution (the "NYES Project"), as more particularly described in that certain Article VII Application (No.: 19-T-0684) filed with the New York Public Service Commission ("NYPSC");

WHEREAS, in connection with the NYES Project, Transco and its contractors, subcontractors and agents (collectively, "Contractors") intend to develop, construct, own, operate and maintain a 345 kV electric transmission line that will be co-located with existing 115 kV electric transmission lines and related facilities (hereinafter, "Electric Transmission Lines") pursuant to orders of the NYPSC granting a Certificate of Environmental Compatibility and Public Need (collectively, "Electric Transmission Activities");

WHEREAS, in connection with the Electric Transmission Activities, the Parties desire to address certain issues relating to the highways, roads, bridges, and other fee-owned land, rights-of-way or easements owned, operated, and/or maintained by the Municipality (collectively, the "Roads") over which it will be necessary for Transco and its Contractors to, among other things: (i) traverse with heavy machinery, including but not limited to, trucks, construction machinery and equipment and other related items; (ii) transport heavy equipment and materials which may be in excess of local design limits of certain Roads; (iii) transport materials, such as concrete and gravel; (iv) make specific modifications and improvements (both temporary and permanent) to the Roads (including various associated culverts, bridges, road shoulders and other fixtures) to permit such equipment and materials to pass; and (v) install the Electric Transmission Lines across Roads along Transco's electric transmission line route;

WHEREAS, Transco will need to conduct certain construction, improvement and restoration activities and locate the Electric Transmission Lines within the Municipality, some of which may involve construction, improvement and restoration activities in or across Roads;

WHEREAS, Transco further acknowledges that the nature of heavy vehicular traffic during Electric Transmission Activities may exceed the normal and anticipated use of public roadways and/or exceed the design criteria for said roadways within the Municipality's limits, potentially causing distress to said Roads which may either be structural or functional and which in turn may increase overall maintenance, oversight, repair, and replacement costs to the Municipality; and

WHEREAS, the Municipality seeks assurances from Transco that Transco will pay and/or otherwise indemnify the Municipality for damage to the Roads arising from or related to Transco's Electric Transmission Activities.

NOW, THEREFORE, in consideration of these promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transco and the Municipality, each intending to be legally bound, agree as follows:

1. Transco Responsibilities.

a. Transco shall be responsible for obtaining any other approvals or permits that are required by applicable law to use and cross the Roads and conduct other Electric Transmission Activities.

b. Transco agrees that it shall be responsible for ensuring that all debris, garbage, and waste upon the Roads related to Transco's Electric Transmission Activities are disposed of in accordance with applicable law.

c. Transco shall not block or obstruct or interfere with the flow of traffic in both lanes of traffic for any significant length of time.

d. Transco shall require that its Contractors comply with the terms and conditions of this Agreement.

e. Transco shall not permit any excavation made in or upon any Road to remain open or uncovered either day or night, without having or causing the same to be properly barricaded by day and night and, in addition thereto, shall place at such location flares, red lanterns or other warning devices, by night, so as to properly warn all persons of the danger of such hole or excavation.

2. Road Status and Permitted Routes.

a. Exhibit A attached hereto describes the Roads that Transco and its Contractors have the Municipality's consent to traverse and improve as part of the Electric Transmission Activities. Exhibit B is a map of the Roads over which Transco and its Contractors have the Municipality's consent to install the Electric Transmission Lines. By granting the foregoing consents, Municipality is granting a license and not an easement or other real property interest. The Electric Transmission Lines will be installed on and occupy the route certificated in the orders of the NYPS&C granting a Certificate of Environmental Compatibility and Public Need. If the Municipality later determines that any of the Roads identified in Exhibit A are no longer suitable for Electric Transmission Activities, the Parties shall meet and discuss alternatives and a proposed amendment to this Agreement.

b. Prior to the commencement of construction, Transco will prepare a pre-construction status report for the Roads identified in Exhibit A. Such status report will be provided to the Municipality before Transco shall commence any actual construction activities within the Municipality. The Municipality acknowledges that Transco will undertake pre-construction activities and inspections prior to delivery of the status report.

3. Road Damage.

- a. If any damage occurs to Roads during construction activities by Transco or its Contractors and such damage is, in the reasonable opinion of the Municipal Engineer, an immediate danger to the public using said Road, then the Municipality shall undertake immediate emergency repairs to said Road. In the event Transco becomes aware of any such damage, it shall notify the Municipality within seven (7) business days of becoming aware of such damage.
- b. Except as otherwise set forth in paragraph 3(a) above, within seven (7) business days of a receipt of an allegation of damage by Transco or its Contractors from the Municipality, Transco shall notify the Municipality in writing of its agreement or disagreement with the allegations. Municipality shall then submit a written invoice (hereinafter "invoice") to Transco detailing the costs, fees, and/or expenses incurred or to be incurred by the Municipality to repair the damage which occurred. Municipality shall provide copies of invoices and other documents and information as Transco may reasonably request to substantiate the amounts invoiced.
- c. Transco shall pay all undisputed invoiced amounts within thirty (30) days from Transco's receipt of the invoice. If Transco disputes any amounts set forth on an invoice, or if Transco disputes that it caused the damage it is being invoiced for, it shall provide a written statement as to its basis for contesting the disputed amount(s) and/or alleged damage within thirty (30) days after Transco's receipt of the invoice.
- d. The manner of repair of any Road or bridge damage described in this Agreement shall be limited to the immediate area of the damage at the reasonable discretion of the Municipal Engineer or their designee. The Municipal Engineer or their designee in exercising their discretion shall apply Municipality road or bridge standards that are otherwise applicable throughout the Municipality for the type of Road or bridge involved.
- e. Municipality must provide written notice to Transco of any damage to Roads within ten (10) business days after Municipality becomes aware of any alleged damage to Roads.

4. Indemnification; Liability. Each Party (the "Indemnifying Party") hereby agrees to indemnify and hold harmless the other Party and its affiliates, Contractors, administrators, agents, employees, directors, officers, successors and assigns (the "Indemnified Party") from and against any and all claims, suits, actions, damages, and liabilities arising out of the negligence or willful misconduct of the Indemnifying Party, except to the extent any said claim, suit, action, damage, or liability is attributable to the negligence or willful misconduct of any Indemnified Party. Notwithstanding the foregoing, in no event shall either Party, its affiliates, Contractors, administrators, agents, employees, directors, officers, successors or assigns be liable to the other Party or its affiliates, Contractors, administrators, agents, employees, directors, officers, successors or assigns for any indirect, incidental, consequential or punitive damages, whether at law or in equity.



5. Term and Termination. The term of this Agreement shall be as of the date executed through the completion of remediation/repair of the Roads, as required under this Agreement. This Agreement may be terminated by the Municipality, upon Transco's failure to initiate, within thirty (30) days of receiving written notice from the Municipality, reasonable steps to cure any default of this Agreement and/or the filing of a petition in bankruptcy by Transco or by its creditors or the appointment of a receiver of all or substantially all of the assets of Transco. This Agreement may be terminated by Transco upon thirty (30) days written notice to the Municipality.

6. Governing Law: Waiver of Jury Trial. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without regard to conflicts of laws principles. **EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY SUCH ACTION, SUIT, OR PROCEEDING. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**

7. Notice. Unless otherwise specifically provided herein, all notices to be given hereunder shall be in writing and sent to each Party by personal delivery, nationally-recognized overnight courier, or certified mail, return receipt requested, which shall be addressed to each Party's respective address set forth in the recitals hereof, or to such other address as said Party shall designate by notice given to the other Party hereto in accordance herewith, and shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of nationally-recognized overnight courier, on the next business day after the date when sent, and (c) in the case of mailing, on the fifth (5th) business day following the date of the postmark on the piece of mail containing such communication.

8. Binding Effect. This Agreement, and the terms and conditions hereof, shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns.

9. Entire Agreement. This Agreement sets forth the entire understanding between the Parties concerning the subject matter of this Agreement. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties relating to the subject matter of this Agreement other than those set forth herein. No representation or warranty has been made by or on behalf of either Party (or any officer, director, employee, or agent of either Party) to induce the other Party to enter into this Agreement or to abide by or consummate any transactions contemplated hereby, except representations and warranties, if any, expressly set forth herein. No alteration, amendment, change or addition to this Agreement shall be binding upon either Party unless in writing and signed by the Party to be charged.

10. Severability. If any provision of this Agreement, or any portion of any provision of this Agreement, is declared null and void, such provision, or such portion of a provision, deemed null and void shall be considered separate and apart from the remainder of this Agreement, which shall remain in full force and effect.

11. Further Assurances. Each Party hereby agrees to execute such further instruments or agreements and take such further actions as may be reasonably requested by the other Party at

any time after the execution hereof to give effect to this Agreement and the transactions contemplated hereby, including, without limitation, the Electric Transmission Activities.

12. Counterpart Signatures. This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which shall be deemed an original for all purposes, but all of which together shall constitute one and the same instrument.

13. Authority of Parties. The individuals who have executed this Agreement on behalf of the respective Parties expressly represent and warrant that they are authorized to sign on behalf of such Parties for the purpose of duly binding such Parties to this Agreement.

14. Assignment. Transco shall have the right to assign this Agreement in whole or in part to any affiliate of Transco, or to any party obtaining ownership of all or a portion of the Electric Transmission Lines within the Municipality.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused their respective, duly authorized officers to execute this Agreement under seal as of the day and year first above written.

NEW YORK TRANSCO LLC,  
a New York limited liability company

\_\_\_\_\_,  
a Municipal Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF \_\_\_\_\_ )

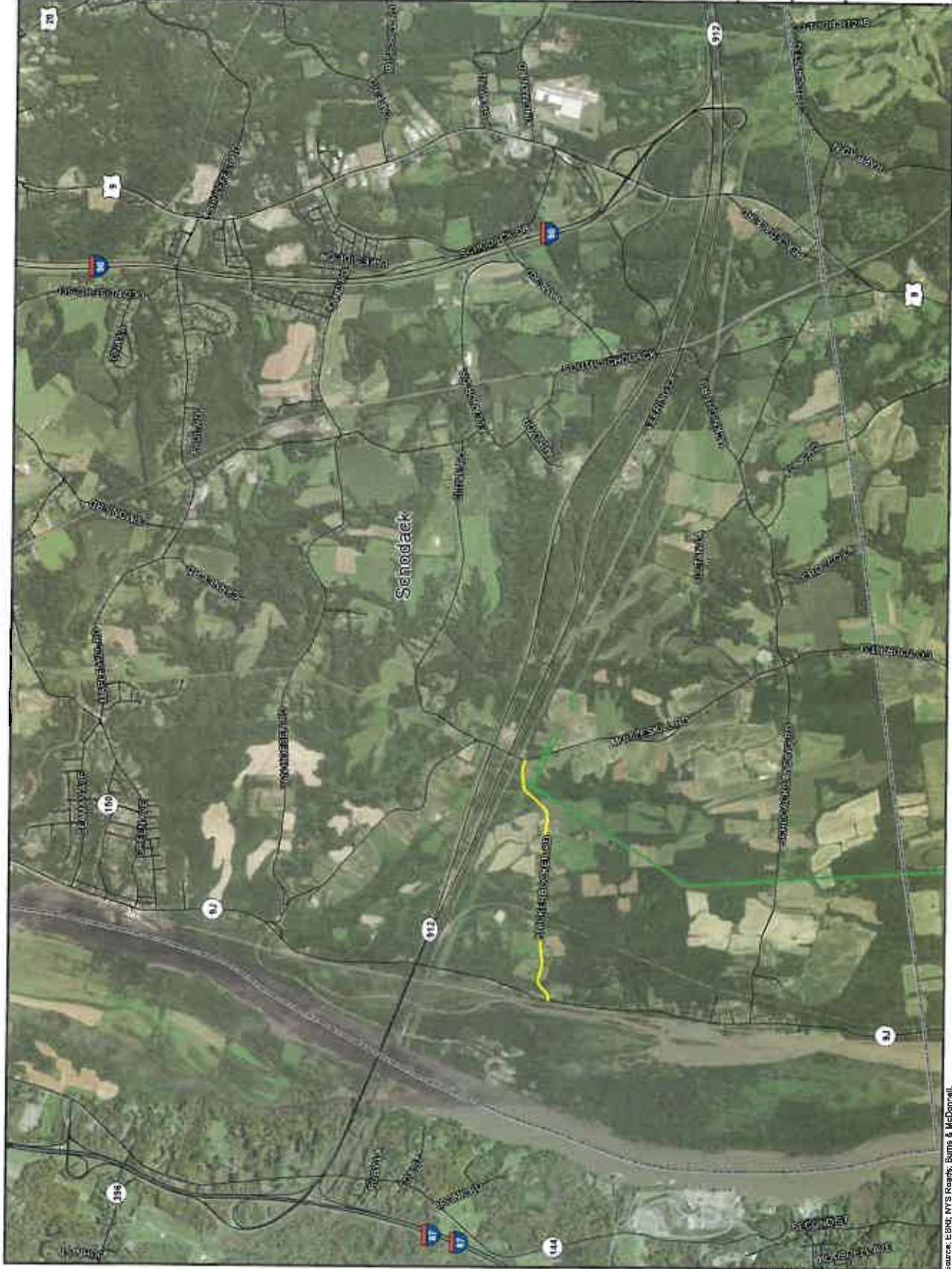
On the \_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument 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

Exhibit A  
Map of Town Roads

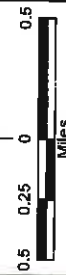
**Exhibit B**

**Map of Crossings of Town Roads**



Schodack Town Roads:  
KNICKERBOCKER RD

**LEGEND**  
 Town Roads  
 Transmission Centerline  
 Town Boundary



New York Transco



Exhibit A  
 Map of Town Roads  
 Town of Schodack

September 30, 2020

Source: ESRI, NYS Routes; Burns & McDonnell

**New York State Office of General Services, Procurement Services – Group 77017 – Award 23100 –  
Telecommunication Connectivity Services (Statewide and Regional) – Authorized User Agreement**

Verizon Wireless (“Vendor”) and the New York State, Office of General Services have entered into a contract for Cellular and Data Equipment & Services (“Contract”) with an effective date beginning on September 16, 2019 through and any and all amendments and/or addenda thereto. Pursuant to the Contract, the <sup>Town of Schodack</sup> is a government entity eligible to participate under the Contract as an authorized user (“Authorized User”).

In accordance with the Contract, the Authorized User may, pursuant to this Authorized User Agreement (the “User Agreement”), purchase wireless services and products under the terms, conditions, and pricing established by the Contract for Authorized User participation. Participation is further subject to any and all applicable state and local purchasing statutes and ordinances. Orders placed under the Contract through a Verizon Wireless online portal are subject only to the Contract terms and conditions; any online Verizon “Terms of Service” do not apply to purchases made under the Contract. The Authorized User states, acknowledges and agrees, as follows:

- (1) It is an Authorized User as defined (as defined by State Finance Law § 163(1)(k)) under the terms of the Contract;
- (2) The Authorized User by signing below agrees to be subject to the terms and conditions of the Contract. Consistent with Section 6.25.1 of the Agreement, by placing an order under the Contract, each and every Authorized User provides its consent to the disclosure, by Verizon Wireless to the New York State, Office of General Services or its designee, upon the New York State, Office of General Services request or as part of a contractual reporting requirement to the State of New York, of its Customer Proprietary Network Information (CPNI), as defined by the Federal Communications Commission (FCC), or other Authorized User/account information, for purposes of managing the Services and Products provided under this Contract;
- (3) This User Agreement will be effective when executed by the Authorized User and accepted by Vendor. The Contract specifically authorizes the purchase of wireless services and products only by an Authorized User. No third party, including but not limited to Authorized User’s agents, contractors, vendors, distributors, contract employees, members, franchisees, parents or affiliates, is permitted to purchase under this User Agreement, except upon written agreement between Authorized User and Vendor. Additionally, Authorized User may not resell wireless services or products purchased under the Contract to any third party. Authorized User shall be the customer of record for purchases made under the Contract and this User Agreement, and may not modify the price for wireless services and products utilized by other authorized users;
- (4) Applications added by device manufacturers or downloaded by end users may enable capabilities (such as file sharing, presence, cloud storage, etc.) that are not managed by Verizon. It is the responsibility of the Authorized User to take appropriate actions to ensure these applications are securely managed and monitored to meet their security requirements as Verizon does not make any representations or guarantees that these products meet any contract security requirements;
- (5) Verizon Wireless requires that an authorized representative of Authorized User approve the delegation of an Authorized Contact on your account in writing using this form. An Authorized Contact is defined as an individual who is designated and granted authority to act on behalf of the Authorized User for any and all matters contemplated by this User Agreement to include access to the account, ability to purchase equipment, add lines of service, and cancel service (“Government Subscriber billed lines”). Government Subscriber billed lines of service are billed under the “Authorized User Name” and “Authorized User Federal Tax ID”. By completing Schedule ‘A’ - “Request for Authorized Contact” and signing this form you have certified that you have the authority to financially bind the Authorized User. The following employee(s) are authorized to access the account, purchase equipment, add lines of service, cancel service, and make changes to the account. Subsequent changes or removal of an Authorized Contact or Point of Contact information on your account must be in writing.

**New York State Office of General Services, Procurement Services – Group 77017 – Award 23100 – Telecommunication Connectivity Services (Statewide and Regional) – Authorized User Agreement**

**Schedule 'A' – "Request for Authorized Contact" - List below the employee(s) that you are designating as Authorized Contact(s).**

<b>Print Name:</b> Debra L. Curtis	<b>Print Name:</b> Melissa Hulsopple
<b>Title:</b> Town Clerk	<b>Title:</b> Deputy Town Clerk
<b>Office Phone:</b> 518-477-7590	<b>Office Phone:</b> 518-477-7590
<b>Cell Phone:</b>	<b>Cell Phone:</b>
<b>Email Address:</b> deb.curtis@schodack.org	<b>Email Address:</b> melissa.hulsopple@schodack.org



**New York State Office of General Services, Procurement Services – Group 77017 – Award 23100 – Telecommunication Connectivity Services (Statewide and Regional) – Authorized User Agreement**

**Schedule 'B' – "Authorized User Information" - Enter below the Authorized User's information.**

Participation Eligibility – check only one box **(REQUIRED)**:

- 1. State Agency:**  
(e.g., New York State Office of Mental Health, Office of the State Comptroller, etc.)
- 2. SUNY:**  
(e.g., Stony Brook University, Erie Community College, etc.) OGS # 4204
- 3. Other Non-State Agency:**  
(e.g., local governments, public authorities, public schools, fire districts, public and nonprofit libraries, certain other nonpublic/nonprofit organizations)

Questions regarding your organization's eligibility to purchase from this Contract may be directed to NYS Procurement Services at 518-474-6717 or <https://online.ogs.ny.gov/purchase/snt/othersuse.asp>

Print Name: Town of Schodack		
Address: 265 Schuurman Road		
City: Castleton	State: NY	Zip Code: 12033
Federal Tax Identification Number: 14-6002433	MyBiz Point of Contact Name:	
Dun & Bradstreet Number:	Dun & Bradstreet Address (if different):	

**The Authorized User represents and warrants that it has received or read a copy of the Contract, including Attachment 04 – "How To Use (procedures and instructions)".**

Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its formation; (b) the execution, delivery and performance of this User Agreement have been duly authorized by all necessary governmental action to the extent applicable; and (c) the person signing this User Agreement on its behalf is duly authorized to bind it to this User Agreement. Authorized User further represents and warrants that it shall not sell or resell Verizon Wireless service to any third party unless it does so under a separate written agreement with Verizon Wireless. **AUTHORIZED USER ACKNOWLEDGES THAT UPON ACTIVATION OR CHANGE OF WIRELESS SERVICE OR EQUIPMENT, NOW OR IN THE FUTURE, THE CALLING PLAN, FEATURE, SERVICE AND EQUIPMENT TERMS, CONDITIONS AND PRICING APPLICABLE AT THE TIME OF ACTIVATION OR CHANGE SHALL APPLY TO ANY SUCH ACTIVATIONS OR CHANGES**

Signed: <small>DocuSigned by:</small> <i>David B. Harris</i>	Title: supervisor
Print Name: David B. Harris	Email Address: david.harris@schodack.org
Date: 9/30/2020   5:58 AM PDT	

**New York State Office of General Services, Procurement Services – Group 77017 – Award 23100 – Telecommunication Connectivity Services (Statewide and Regional) – Authorized User Agreement**

**Verizon Wireless Information to be completed by Account Manager.**

Account Representative Name: Justin Boucher		
Account Representative Address/Location:		
Manager Name: Lana Cawrse		
Account Numbers:		
Add Domain(s):		
Existing <b>Employee</b> Profile:	Existing <b>Corporate</b> Profile:	Or Create <b>New</b> Profile (check only <b>1</b> box below):
	2879720	<input type="checkbox"/> Corporate Only
		<input type="checkbox"/> Employee Only
	Root Profile ID	<input type="checkbox"/> Corporate & Employee
	5236142	<input type="checkbox"/> M2M High
		<input type="checkbox"/> M2M Low
		<input type="checkbox"/> M2M ASH