

Roger Tidball, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk
William Reed, Highway Superintendent



John D. Ganther, Council Member
Charles Leoni, Council Member
Francis R. Potter, Council Member
Jeffrey Senecal, Council Member

Thursday December 26, 2019
Regular Town Board Meeting
Meeting Time: 7:00PM

Meeting called to order by Supervisor Tidball at 7:00PM

Present: Supervisor Tidball, Council Members Potter, Leoni & Senecal, Highway Superintendent Reed, Deputy Town Clerk Brandy Fall, Town Attorney Teresa Bakner
Absent: Council Member Ganther

Pledge of Allegiance

Prayer/Moment of Reflection offered by Pastor McHeard

Open Discussion: Oak Hill Solar PILOT Agreement at 7:08 p.m.

Supervisor Tidball and Attorney Bakner explained the PILOT agreement to residents. Supervisor Tidball opened the floor for discussion on the Resolution.

Wallace Johnson of Youngs Road stated his concerns on the PILOT agreement.

Lynn Bruning read a letter on behalf of Susan Biggs of Duanesburg Rd. (see attached).

Lynne Bruning of Duanesburg Rd. read a statement (see attached).

Bill Park of Maranatha Way asked a few questions about the PILOT agreement.

Steve Schrade of Eaton Corners expressed his concerns about the PILOT agreement.
Josh Barnes asked questions about the PILOT agreement.

Open Discussion Ended at 7:55 p.m.

Resolution 157-19: Council Member Potter motioned, seconded by Council Member Leoni to approve the Town Board Meeting minutes of Thursday, December 12, 2019.
Motion carried, 3 ayes, 1 abstain

Resolution 158-19: Council Member Potter motioned, seconded by Council Member Senecal to pay the following claims:
Motion carried, 4 ayes

Vouchers to be Paid December 26, 2019

General Fund: #374-405	\$59,520.70
SD#1: #173-182	\$9,587.64
SD#2: #190-197	\$7,660.70
SD#3: #131-136	\$2,071.64
In-House: #25	\$144.99
Highway: #208-219	\$10,252.23
Total Vouchers to be Paid=	<hr/> \$89,237.90

Resolution 159-19: Council Member Potter motioned, seconded by Council Member Senecal to introduce the revised Local Law No. 1 of 2020 entitled "A Local Law enacting a temporary moratorium on Major Energy systems authorized under Local Law 1 of the year 2016."
Motion carried, 4 ayes

Resolution 160-19: Supervisor Tidball motioned, seconded by Council Member Potter to table the proposed PILOT agreements with Oak Hill Solar 1, LLC and Oak Hill Solar 2, LLC.
Motion carried, 3 ayes, 1 naye

Resolution 161-19: Supervisor Tidball motioned, seconded by Council Member Potter to do the needed Budget Transfers for 2019.
Motion carried, 4 ayes

Privilege of the Floor: Opened at 8:00 p.m.

Lynn Bruning of Duanesburg Road spoke about information on the website.

Floor Closed: 8:03 p.m.

Supervisor Tidball motioned, seconded by Council Member Potter to go into executive session to discuss litigation.
Motion carried, 4 ayes

I, Brandy Fall, Deputy Town Clerk of the Town of Duanesburg, so hereby certify that this is a true and accurate transcript of the Regular Town Board Meeting held on Thursday December 26, 2019 at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.

PO Box 160
Quaker Street, NY 12141
azurevista@hotmail.com

Supervisor Tidball
Town Board
5853 Western Turnpike
Duanesburg, NY

December 26 2019

Susan Biggs, Duanesburg Road

I will hand my statement to the clerk to be included in its entirety in tonight's meeting minutes:

Please remove Oak Hill PILOTs from tonight's Agenda:

Entering into PILOT agreements and a Resolution when there is an active Article 78 lawsuit may expose the Town to further legal issues.

I would like to know

- Who wrote the PILOTs?
- Who wrote the Resolution?
- When were they written?

Supervisor Tidball, Thank you for your email this afternoon. I would like to bring to your attention that the developers lack of planning does not necessitate a rushed response from The Town of Duanesburg. It is the Town's best interest to carefully and thoroughly examine the documents and include the residents in the decision making process. Failure to do so may result if future litigation. Something we all wish to avoid.

I noticed that your email omitted a critical item of consideration for a successful project:

The residents of Duanesburg.

You, and the rest of the Town Board, are here to serve the people. Not the developer.

Please protect the Town and remove the PILOTs from tonight's Agenda until the residents can review the documents and the Article 78 is resolved.

Thank you,

Susan Biggs

PO Box 160
Quaker Street, NY 12141
lynnebruning@gmail.com

Supervisor Tidball
Town Board
5853 Western Turnpike
Duanesburg, NY

December 26 2019

Lynne Bruning, Duanesburg Road

I will hand my statement to the clerk to be included in its entirety in tonight's meeting minutes:

Thank you for posting the December 26, 2019 agenda to the Town website on Friday December 20th. Unfortunately, the supporting documents were not included. If the Town had supplied all supporting documents the residents would have had time to review tonight's meeting information for accuracy and understand how the agreements, resolution and proposed legislation may impact the Town. By omitting these documents the Town is excluding the residents from full and free participation in the governmental process. The exclusion of the PILOTs and Resolution could be perceived as a way to purposefully control the tax payers knowledge of Town Hall actions. In the future please provide all documents so that the residents and tax payers are fully informed and can actively participate in the meetings.

The Town Board meeting videos were last updated on October 24th. By not keeping the website up to date the Town fails to uphold Open Meeting Laws.

I have attached Open Meeting law 103(f) for your reference.

Open Meetings Law
<https://www.dos.ny.gov/coog/openmeetlaw.html>

103 (f)

Open meetings of an agency or authority shall be, to the extent practicable and within available funds, broadcast to the public and maintained as records of the agency or authority. If the agency or authority maintains a website and utilizes a high speed internet connection, such open meeting shall be,

to the extent practicable and within available funds, streamed on such website in real-time, and posted on such website within and for a reasonable time after the meeting. For the purposes of this subdivision, the term "agency" shall mean only a state department, board, bureau, division, council or office and any public corporation the majority of whose members are appointed by the governor. For purposes of this subdivision, the term "authority" shall mean a public authority or public benefit corporation created by or existing under any state law, at least one of whose members is appointed by the governor (including any subsidiaries of such public authority or public benefit corporation), other than an interstate or international authority or public benefit corporation.

Thank you for your time.

Lynne Bruning

720-272-0956

lynnebruning@gmail.com

PO Box 160
Quaker Street, NY 12141
lynnebruning@gmail.com

Supervisor Tidball
Town Board
5853 Western Turnpike
Duanesburg, NY

December 26 2019

Lynne Bruning, Duanesburg Road

I will hand my statement to the clerk to be included in its entirety in tonight's meeting minutes:

Please remove Oak Hill PILOTs from tonight's Agenda. The NYSEDA guidelines that are "intentionally omitted" are suggested because this language helps protect the Town and its residents from future lawsuits.

There is an active Article 78 against Eden Renewables, Richard Murray and the Planning Board because:

Building department clerk refused to provide me with application documents, even when informed of the Freedom of Information Act;

Town engineer Doug Cole of Prime AE stated that there was no constriction on Tax ID 74.00-3-18 and Tax ID

Developer Eden Renewable omitted my home from their land use presentation board as presented to the public and planning board until August 16, 2019;

Applicant engineer Travis Mitchell of Environmental Design Partnership stated the nearest residence is 1,500 feet away;

Stormwater Pollution Prevention Plan is inaccurate and incomplete;

There is no glare study;

Evergreen screening does not protect the neighbors from viewing the array;

At the public hearings four out of five neighbors spoke against Eden Renewables power plants;

Emergency access road is 1,500 feet and only 10 feet wide. The nearest water source is over 1,500 away.

Eden Renewables states that they will use herbicides and pesticides which will flow with storm water run off into my property;

Eden Renewables claims that their operation and maintenance plan is sheep. According to the Security Exchange Commission Eden is a "real estate developer" not "electric utilities". Based upon the developers business history in the UK it is likely that Oak Hill will be sold within 24 months. The new owner may have a new a operations and maintain plan, which can and will likely include cancer causing pesticides. This impacts my health and my property.

The parcel acreage and solar array acreage are not in agreement between the September 20, 2019 Site Plan and the Resolution. This needs to be clarified and corrected in the Resolution. An oral statement recorded in the October 2019 Planning Board minutes is not sufficient.

Please remove the Oak Hill PILOT from tonights agenda until the Article 78 is resolved. Moving forward at this time will only lead to more complex problems for all parties involved.

Thank you,

Lynne Bruning

RESOLUTION INTRODUCING LOCAL LAW

RESOLUTION NO. ~~159~~-2019

December 26, 2019

WHEREAS, the Town of Duanesburg has adopted a local law, local law No. 1 of 2016 regulating solar facilities, including major solar facilities; and

WHEREAS, the Town Board has received recommendations for modifications to the regulation of major solar facilities in the Town from the Town Planning Board, the Zoning Board of Appeals and members of the public; and

WHEREAS, the Town Board introduced a proposed local law which would establish a temporary moratorium on the review of major solar facilities to give the Town Board sufficient time to evaluate the existing law and to make changes to that law if warranted (the "Proposed Local Law"); and

WHEREAS, a duly noticed public hearing was held on December 12, 2019 on the Proposed Local Law and the public hearing was continued until January 9, 2020 to afford the public additional time to comment on the Proposed Local Law; and

WHEREAS, a few revisions were made to the Proposed Local Law including removing the reference to the RER project in light of the Building Inspector's determination that the approval for that project had lapsed and clarifying the Town Board's intent with respect to the three remaining solar projects in the Town (the "Revised Proposed Local Law"); and

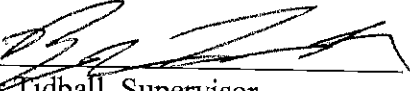
WHEREAS, adoption of the Revised Proposed Local Law enacting a temporary moratorium is a Type II action under SEQRA.

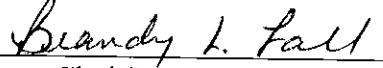
NOW THEREFORE BE IT RESOLVED, that each member of the Town Board has received the attached Revised Proposed Local Law, now identified as Local Law No. 1 of 2020; and

BE IT FURTHER RESOLVED, that the Revised Proposed Local Law is hereby introduced; and

BE IT FURTHER RESOLVED, that the Town Board directs the Town Clerk to publish a notice of public hearing on the Revised Proposed Local Law in the Schenectady Gazette and post to the Town's website, both to appear once no later than ten (10) days before January 9, 2020, the date to which the public hearing has been continued and which shall take place at the regular meeting of the Town of Duanesburg Town Board at the Town Offices at 5853 Western Turnpike, Duanesburg, NY 12056 on January 9, 2020 at 7:00 p.m. The Town Clerk is further directed to refer this Revised Proposed Local Law to Schenectady County Planning and to provide the notice of public hearing to all adjoining municipalities and to the Schenectady County Legislature.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of December 26, 2019.


Roger Tidball, Supervisor


Town Clerk/Deputy Town Clerk

Present: Supervisor Tidball, Council Member Potter, Council Member Leoni and Council Member Senecal.
Absent: Council Member Gauthier

Town Board Members:

Roger Tidball	<u>Yea</u>	Nay	Abstain
John Gauthier	Yea	Nay	Abstain
Rick Potter	<u>Yea</u>	Nay	Abstain
Charles Leoni	<u>Yea</u>	Nay	Abstain
Jeff Senecal	<u>Yea</u>	Nay	Abstain

Town of Duanesburg

Local Law No. 1 of the year 2020

A local law enacting a temporary moratorium on Major Solar Energy Systems Authorized under Local Law 1 of the year 2016

Be it enacted by the Town Board of the Town of Duanesburg as follows:

SECTION I.
SHORT TITLE

This local law shall be cited as Local Law # 1 of 2020 of the Town of Duanesburg and is entitled the “2020 Temporary Moratorium Law on Major Solar Energy Systems.”

SECTION II.
LEGISLATIVE FINDINGS

The Town Board seeks to carefully review the Town Zoning Code and Local Law #1 of 2016 which allows the establishment of Major Solar Energy Systems in the Town of Duanesburg. The Town has approved several of these Major Solar Energy Systems and believes that the Town of Duanesburg Zoning Code and Local Law #1 of 2016 should be evaluated in light of the Planning Board and Zoning Board experience in reviewing these projects and to protect and promote the public health, welfare and safety within the Town of Duanesburg. The Town is also in the process of evaluating and updating its existing comprehensive plan which may provide further guidance on the need for any changes or improvements to the Town Zoning Law as it applies to Major Solar Energy Systems. This moratorium is necessary in order to temporarily prohibit the establishment of additional Major Solar Energy Systems in the Town to preserve the status quo while affording the Town Board sufficient time to evaluate and to amend the Town Zoning Law and Local Law #1 of 2016 as they relate to Major Solar Energy Systems.

SECTION III.
AUTHORITY

This moratorium is enacted by the Town Board of the Town of Duanesburg pursuant to its authority to adopt local laws under Article IX of the New York State Constitution and Municipal Home Rule Law Section 10.

SECTION IV.
MORATORIUM

- (A) For a period of six (6) months from the effective date of this Local Law, no applications for Major Solar Energy Systems shall be accepted or considered by the Planning Board of the Town of Duanesburg.

- (B) This moratorium may be extended by one (1) additional period of up to six (6) months by resolution of the Town Board upon a finding of the necessity for such extension.

SECTION V.
EXEMPTIONS TO MORATORIUM

The foregoing restriction shall not apply to the following: three Major Solar Energy Systems have been approved by the Town Planning Board: (A) Onyx on Alexander Road, which has been constructed and which is under operation; and (B) the two Oak Hill Solar Projects proposed by Eden Renewables which have been approved by the Town Planning Board and which have not commenced construction. This moratorium does not apply to these listed projects or to any further Town Board, Planning Board, Zoning Board of Appeals or administrative action on these projects.

SECTION VI.
VARIANCES.

The Town Board shall have the authority, after a public hearing, to vary or modify the application of any provision of this Local Law upon its determination that strict application of this Local Law would impose practical difficulties or extraordinary hardships upon an applicant and that the variance granted would not adversely affect the health, safety or welfare of the citizens of the Town or significantly conflict with the general purpose and intent of this Local Law. Any request for a variance shall be in writing and filed with the Town Clerk and shall include a fee of Two Hundred Fifty Dollars (\$250.00) for the processing of such application. All such applications shall promptly be referred to the Town Board, which shall conduct a Public Hearing on the application on not less than five (5) days public notice and shall make its decision within thirty (30) days after the close of the Public Hearing.

SECTION VII.
SEVERABILITY

The invalidity of any word, section, clause, paragraph, sentence, part or provision of this Local Law shall not affect the validity of any other part of this Local Law which can be given effect without such invalid part or parts.

SECTION VIII.
REPEAL OF OTHER LAWS

All local laws in conflict with provisions of this Local Law are hereby superseded and suspended for the duration of this moratorium and for any additional period that this Local Law is extended. This Local Law also supersedes, amends and takes precedence over any inconsistent provisions of New York State Town Law, the Town's Municipal Home Rule powers, pursuant to Municipal Home Rule Law Sections 10 and 22. The Town Law provisions intended to be superseded include all of the Article 16 of the Town Law, Sections 261-285 inclusive and any other provision of law that the Town may supersede pursuant to the Municipal Home Rule Law and the Constitution of the State of New York. The courts are directed to take notice of this legislative intent and to apply such intent in the event the Town has failed to

Local Law No. __ for 2020
Temporary Moratorium

specific any provisions of law that may require supersession. The Town Board hereby declares that it would have enacted this local law and superseded such inconsistent provision had it been apparent.

SECTION IX.
EFFECTIVE DATE

This Local Law shall take effect immediately, as provided by law, upon filing with the New York State Secretary of State.

Town of Duanesburg

SCHENECTADY COUNTY

Building Inspector
Dale Warner



November 26, 2019

RER Energy Group Solar Farm 12550 Duanesburg Rd. also known as Schenectady Solar, LLC applied for a Special Use Permit under the Town of Duanesburg Local Law #1 from the year 2016 known as the Solar Energy Facility Law. The Special Use Permit was granted August 17, 2017. Since the date of approval, there have been no building permits request or granted. The Town of Duanesburg Zoning Ordinance adopted June 11, 2015 Section 14.6.2.5 Expiration states: A Special Use Permit shall become void one year after approval unless a building permit is issued and construction has begun within such time and diligently pursued to completion or, by conditions or Performance Standards of the use permit, greater or lesser time is specified as a condition of approval.

Dale Warner
Code Enforcement Officer
Cc: File

Town of Duanesburg Town Board

RESOLUTION NO. 160 - 2019

December 26, 2019

WHEREAS, OAK HILL SOLAR 1, LLC and OAK HILL SOLAR 2, LLC have submitted Notices of Intent to the Town of Duanesburg (the "Town") to build and operate "Solar Energy Systems" as defined in New York Real Property Tax Law ("RPTL") Section 487 (the "Projects") on a parcels of land located within the Town at 13686 Duanesburg Road, Duanesburg, NY (SBL # 74.00-2-5.1) and 13590 Duanesburg Road Delanson, NY (SBL # 74.00-2-5.1), respectively; and

WHEREAS, the Town has not opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487(9)(a), the Town has indicated its intent to require, a Payment in Lieu of Taxes ("PILOT") Agreement with the owners, under which OAK HILL SOLAR 1, LLC and OAK HILL SOLAR 2, LLC (or any successor owner of the Projects) will be required to make annual payments to the Town of Duanesburg for each year during the term of the proposed PILOT Agreements; and

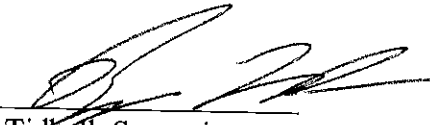
WHEREAS, OAK HILL SOLAR 1, LLC and OAK HILL SOLAR 2, LLC have submitted or will submit to the assessor of the Town a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating their eligibility for a real property tax exemption pursuant to RPTL Section 487; and

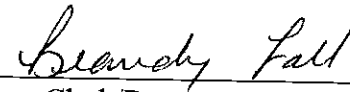
WHEREAS, during the term of the proposed PILOT Agreements, the Projects will be placed on the exempt portion of the assessment roll and OAK HILL SOLAR 1, LLC and OAK HILL SOLAR 2, LLC will not be assessed for any statutory real property taxes for which they might otherwise be subjected under New York law with respect to the Projects.

WHEREAS, for purposes of review under the State Environmental Quality Review Act ("SEQRA"), the Town of Duanesburg Planning Board, as Lead Agency, issued a Negative Declaration finding that Projects will not cause a significant adverse environmental impact;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves and authorizes the Town Supervisor to execute the proposed PILOT Agreements attached hereto.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of December 26, 2019.


Roger Tidball, Supervisor


Town Clerk/Deputy Town Clerk

Present: Supervisor Tidball, Council Member Potter, Council Member Leoni and Council Member Senecal
Absent: Council Member Ganther

Town Board Members:

Roger Tidball	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
John Ganther	<input type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Rick Potter	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Charles Leoni	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Jeff Senecal	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS

between

TOWN OF DUANESBURG

and

OAK HILL SOLAR 1, LLC

Dated as of November __, 2019

RELATING TO THE PREMISES LOCATED AT 13590
DUANESBURG ROAD DELANSON, NY (TAX MAP 74.00-2-5.1)
IN THE (TOWN OF DUANESBURG, SCHENECTADY COUNTY,
NEW YORK.

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 (this "Agreement"), effective as of the date on the cover page, above, by and between OAK HILL SOLAR 1, LLC, a limited liability company (herein "Owner"), with a principal place of business located at 333 Broadway, Suite 460, Troy, NY 12180, and the Town of Duanesburg, New York, (the "Town"), a municipal corporation duly established in Schenectady County with a principal place of business located at 5853 Western Turnpike, Duanesburg, NY 12056. The Town 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, Owner 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) (herein the "Project") with an expected nameplate capacity ("Capacity") of approximately five(5) megawatts AC on a parcel of land located within the Town at 13590 Duanesburg Road Delanson, NY and identified as SBL # 74.00-2-5.1, as described in Exhibit A (herein the "Property"); and;

WHEREAS, the Taxing Jurisdiction has not opted out of RPTL Section 487; and

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

WHEREAS, the Owner has submitted or will submit 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 (the "Exemption"); and

WHEREAS, the Parties intend that, during the term of this Agreement, the Project will be placed on the 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. Representations of the Parties.

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

1. The Owner is duly organized, and a validly existing 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.
2. 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.
3. 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, Certificate of 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 jurisdiction 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.
4. The Project meets the guidelines set forth by the New York State Energy Research and Development Authority and all other applicable provisions of law necessary for the Project to be entitled to the Exemption, and Owner has submitted all required documentation and received all necessary approvals related thereto.

(b) The Taxing Jurisdiction hereby represents, warrants, and covenants that, as of the date of this Agreement:

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

3. [Intentionally omitted].

4. [Intentionally omitted].

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

(a) Tax-Exempt Status of the Project Facility. Pursuant to RPTL 487 (4), the Parties hereto agree that the Project shall be placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction as of the first Taxable Status Date following the later of (a) the date of commencement of the construction of the Project, or (b) the date which Owner has filed a Real Property Tax Exemption Form (RP 487) with the Assessor responsible for the Taxing Jurisdiction (the "Commencement Date").

(b) Owner agrees to make annual payments to the Taxing Jurisdiction in lieu of real property taxes for the Project for a period of fifteen (15) consecutive Fiscal Tax Years (the "Term"). Annual Payments (as herein defined) may not exceed the amounts that would otherwise be payable but for the Exemption. The Term shall commence on the Commencement Date, and shall end on the day immediately preceding the date which is the fifteenth anniversary of the Commencement Date. The first annual PILOT Payment shall be in the amount of \$1625 per Megawatt AC of Capacity (the "Annual Payment"). Thereafter Annual Payments will escalate by two percent (2%) per year. Based on the Capacity of five (5) megawatts AC, Annual Payments to be made by Owner during the Term of this Agreement shall be as listed in Exhibit B attached hereto and made a part hereof. Each Annual Payment will be paid to the Taxing Jurisdiction in accordance with Section 5 of this Agreement, without demand therefor and without abatement, deduction or set-off except as otherwise expressly provided in this agreement. Any failure of the Taxing Jurisdiction to issue a bill to Owner for Annual Payment shall not relieve Owner of its obligation to make timely payments under this section.

(c) Owner agrees that Annual Payments to be made under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction tax rate, and the Taxing Jurisdiction agrees that Annual Payments will not be increased on account of an inflation factor or increase in the Taxing Jurisdiction tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.

(d) For the purposes of this Agreement, (a) "Fiscal Tax Year" shall mean each successive twelve (12) month period commencing on January 1 and ending on December 31; and (b) "Taxable Status Date" shall mean March 1st of each Fiscal Tax Year.

3. Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project is more or less than five (5) megawatts AC on the date when the Project is mechanically complete and Owner has commenced production of electricity (the "Completion Date"), the Annual Payments set forth in Exhibit B will be increased or decreased on a pro rata basis, as mutually agreed upon by the Parties in their respective reasonable discretion.

4. Change in Capacity After Mechanical Completion: Adjustments to Payments. If

after the Completion Date, the Capacity is increased or decreased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or infrastructure, or the addition of new Project equipment or infrastructure, the Annual Payments set forth in Exhibit B shall be increased or decreased on a pro rata basis for the remaining years of the Term, as mutually agreed upon by the Parties in their respective reasonable discretion.

5. Payment Collection.

Payments for the Town shall be made payable to the Town of Duanesburg and mailed to the Town of Duanesburg, c/o the Town of Duanesburg Supervisor's Office, located at 5853 Western Turnpike Duanesburg, NY 12056 and are due no later than January 31st of each Fiscal Tax Year (the "Annual Payment Date").

All late Annual Payments, or portions thereof, shall accrue interest at the statutory rate for late real property tax payments under New York Law ("Interest"). Owner shall pay the reasonable attorney fees, court and other costs incurred by the Taxing Jurisdiction in the collection of any unpaid amounts. All payments by the Owner hereunder shall be paid in lawful money of the United States of America.

6. Tax Status. Separate Tax Lot.

(a) Following the Commencement Date, the Assessor of the Taxing Jurisdiction shall assign a tax lot number to the Project, which shall be separate and distinct from the tax lot number of the Property.

(b) The Taxing Jurisdiction agrees that during the Term of this Agreement, the Taxing Jurisdiction will not assess Owner for any ad valorem real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Taxing Jurisdiction agrees 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 Jurisdiction 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 Jurisdiction to the Project and/or Property; and provided, further, that the Property shall remain taxable on the assessment rolls of the Taxing Jurisdiction throughout the Term of this Agreement.

(c) Provided that the Project is placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction during each Fiscal Tax Year of the Term hereof, Owner covenants that it will not commence any proceeding pursuant to Article 7 of the RPTL or any other applicable state or federal law, for the review of any assessment covered by this Agreement; provided, however, that nothing in this Agreement shall limit the right of the Owner to challenge the Assessment of the Property pursuant to Article 7 of the RPTL.

7. No Assignments Without Prior Notice; Binding Effect.

(a) This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdiction; 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 Jurisdiction, 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 satisfaction of the Taxing Jurisdiction, in its sole and absolute discretion, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A memorandum of this Agreement shall be recorded by Owner, at Owner's cost and expense, in the Schenectady County Clerk's Office, and the Taxing Jurisdiction shall reasonably cooperate in the execution of any required assignments with the Owner and its successors. Owner may, with advance written notice to the Taxing Jurisdiction 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.

(b) Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdiction, the Owner and their respective successors and assigns.

8. 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.

9. 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 Jurisdiction to review and negotiate any such instruments or documents.

10. 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:

Oak Hill Solar 1, LLC
c/o Eden Renewables
333 Broadway, Suite 460
Troy, NY 12180

If to the Taxing Jurisdiction:

Supervisor
Town of Duanesburg
5853 Western Turnpike

Duanesburg, NY 12056

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.

11. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdiction each consent to the jurisdiction of the New York courts in and for the County in which the Project is located 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.

12. Termination Rights of the Owner. Owner may terminate this Agreement at any time by notice to the Taxing Jurisdiction. Upon receipt of the notice of termination, the Project shall be immediately placed on the taxable portion of the tax roll, at which point the provisions of Section 520 of the RPTL shall apply. Owner shall be liable for all Annual Payments due in the Fiscal Tax Year of such termination, except that if Owner is required to pay any pro-rata portion of real property taxes for the unexpired portion of any Fiscal Tax Year, the Annual Payment for such Fiscal Tax 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.

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

(a) Owner fails to make timely Annual Payments required under this Agreement, unless such payment, with Interest, is received by the Taxing Jurisdiction within thirty (30) days of the Annual Payment Date;

(b) Owner has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent.

14. Remedies; Waiver And Notice.

(a) 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.

(b) 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.

(c) 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.

15. 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.

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

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

18. 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.

19. 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.

OAK HILL SOLAR 1, LLC

By: _____

Name

Title

Date

TOWN OF DUANESBURG

By: _____

Supervisor

Date

EXHIBIT A

Description of Land

EXHIBIT B

Year	Payment Amount
2021	\$8,125.00
2022	\$8,287.50
2023	\$8,453.25
2024	\$8,622.32
2025	\$8,794.76
2026	\$8,970.66
2027	\$9,150.07
2028	\$9,333.07
2029	\$9,519.73
2030	\$9,710.13
2031	\$9,904.33
2032	\$10,102.42
2033	\$10,304.46
2034	\$10,510.55
2035	\$10,720.76

PAYMENT IN LIEU OF TAXES AGREEMENT

FOR SOLAR ENERGY SYSTEMS

between

TOWN OF DUANESBURG

and

OAK HILL SOLAR 2, LLC

Dated as of November __, 2019

RELATING TO THE PREMISES LOCATED AT 13686
DUANESBURG ROAD DELANSON, NY (TAX MAP 74.00-2-5.2)
IN THE (TOWN OF DUANESBURG, SCHENECTADY COUNTY,
NEW YORK.

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 (this "Agreement"), effective as of the date on the cover page, above, by and between OAK HILL SOLAR 2, LLC, a limited liability company (herein "Owner"), with a principal place of business located at 333 Broadway, Suite 460, Troy, NY 12180, and the Town of Duanesburg, New York, (the "Town"), a municipal corporation duly established in Schenectady County with a principal place of business located at 5853 Western Turnpike, Duanesburg, NY 12056. The Town 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, Owner 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) (herein the "Project") with an expected nameplate capacity ("Capacity") of approximately five (5) megawatts AC on a parcel of land located within the Town at ~~13686~~ Duanesburg Road Delanson, NY and identified as SBL # 74.00-2-5.2, as described in Exhibit A (herein the "Property"); and;

WHEREAS, the Taxing Jurisdiction has not opted out of RPTL Section 487; and

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

WHEREAS, the Owner has submitted or will submit 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 (the "Exemption"); and

WHEREAS, the Parties intend that, during the term of this Agreement, the Project will be placed on the 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. Representations of the Parties.

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

1. The Owner is duly organized, and a validly existing 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.
2. 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.
3. 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, Certificate of 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 jurisdiction 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.
4. The Project meets the guidelines set forth by the New York State Energy Research and Development Authority and all other applicable provisions of law necessary for the Project to be entitled to the Exemption, and Owner has submitted all required documentation and received all necessary approvals related thereto.

(b) The Taxing Jurisdiction hereby represents, warrants, and covenants that, as of the date of this Agreement:

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

terms.

3. [Intentionally omitted].

4. [Intentionally omitted].

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

(a) Tax-Exempt Status of the Project Facility. Pursuant to RPTL 487 (4), the Parties hereto agree that the Project shall be placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction as of the first Taxable Status Date following the later of (a) the date of commencement of the construction of the Project, or (b) the date which Owner has filed a Real Property Tax Exemption Form (RP 487) with the Assessor responsible for the Taxing Jurisdiction (the "Commencement Date").

(b) Owner agrees to make annual payments to the Taxing Jurisdiction in lieu of real property taxes for the Project for a period of fifteen (15) consecutive Fiscal Tax Years (the "Term"). Annual Payments (as hereinafter defined) may not exceed the amounts that would otherwise be payable but for the Exemption. The Term shall commence on the Commencement Date and shall end on the day immediately preceding the date which is the fifteenth anniversary of the Commencement Date. The first annual PILOT Payment shall be in the amount of \$1,625 per Megawatt AC of Capacity (the "Annual Payment"). Thereafter Annual Payments will escalate by two percent (2%) per year. Based on the Capacity of five (5) megawatts AC, Annual Payments to be made by Owner during the Term of this Agreement shall be as listed in Exhibit B, attached hereto and made a part hereof. Each Annual Payment will be paid to the Taxing Jurisdiction in accordance with Section 5 of this Agreement, without demand therefor and without abatement, deduction or set-off except as otherwise expressly provided in this Agreement. Any failure of the Taxing Jurisdiction to issue a bill to Owner for Annual Payment shall not relieve Owner of its obligation to make timely payments under this section.

(c) Owner agrees that Annual Payments to be made under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction tax rate, and the Taxing Jurisdiction agrees that Annual Payments will not be increased on account of an inflation factor or increase in the Taxing Jurisdiction tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.

(d) For the purposes of this Agreement, (a) "Fiscal Tax Year" shall mean each successive twelve (12) month period commencing on January 1 and ending on December 31; and (b) "Taxable Status Date" shall mean March 1st of each Fiscal Tax Year.

3. Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project is more or less than five (5) megawatts AC on the date when the Project is mechanically complete and Owner has commenced production of electricity (the "Completion Date"), the Annual Payments set forth in Exhibit B will be increased or decreased on a pro rata basis, as mutually agreed upon by the Parties in their respective reasonable discretion.

4. Change in Capacity After Mechanical Completion: Adjustments to Payments. If after the Completion Date, the Capacity is increased or decreased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or infrastructure, or the addition of new Project equipment or infrastructure, Annual Payments set forth in Exhibit B shall be increased or decreased on a pro rata basis for the remaining years of the Term, as mutually agreed upon by the Parties in their respective reasonable discretion.

5. Payment Collection.

Payments for the Town shall be made payable to the Town of Duanesburg and mailed to the Town of Duanesburg, c/o the Town of Duanesburg Supervisor's Office, located at 5853 Western Turnpike Duanesburg, NY 12056 and are due no later than January 31st of each Fiscal Tax Year (the "Annual Payment Date").

All late Annual Payments, or portions thereof, shall accrue interest at the statutory rate for late real property tax payments under New York Law ("Interest"). Owner shall pay the reasonable attorney fees, court and other costs incurred by the Taxing Jurisdiction in the collection of any unpaid amounts. All payments by the Owner hereunder shall be paid in lawful money of the United States of America.

6. Tax Status. Separate Tax Lot.

(a) Following the Commencement Date, the Assessor of the Taxing Jurisdiction shall assign a tax lot number to the Project, which shall be separate and distinct from the tax lot number of the Property.

(b) The Taxing Jurisdiction agrees that during the Term of this Agreement, the Taxing Jurisdiction will not assess Owner for any ad valorem real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Taxing Jurisdiction agrees 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 Jurisdiction 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 Jurisdiction to the Project and/or Property; and provided, further, that the Property shall remain taxable on the assessment rolls of the Taxing Jurisdiction throughout the Term of this Agreement.

(c) Provided that the Project is placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction during each Fiscal Tax Year of the Term hereof, Owner covenants that it will not commence any proceeding pursuant to Article 7 of the RPTL or any other applicable state or federal law, for the review of any assessment covered by this Agreement; provided, however, that nothing in this Agreement shall limit the right of the Owner to challenge the assessment of the Property pursuant to Article 7 of the RPTL.

7. No Assignments Without Prior Notice; Binding Effect.

(a) This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdiction; 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 Jurisdiction, 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 satisfaction of the Taxing Jurisdiction, in its sole and absolute discretion, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A memorandum of this Agreement shall be recorded by Owner, at Owner's cost and expense, in the Schenectady County Clerk's Office, and the Taxing Jurisdiction shall reasonably cooperate in the execution of any required assignments with the Owner and its successors. Owner may, with advance written notice to the Taxing Jurisdiction 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.

(b) Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdiction, the Owner and their respective successors and assigns.

8. 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.

9. 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 Jurisdiction to review and negotiate any such instruments or documents.

10. 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:

Oak Hill Solar 2, LLC
c/o Eden Renewables
333 Broadway, Suite 460
Troy, NY 12180

If to the Taxing Jurisdiction:

Supervisor

Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

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.

11. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdiction each consent to the jurisdiction of the New York courts in and for the County in which the Project is located 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.

12. Termination Rights of the Owner. Owner may terminate this Agreement at any time by notice to the Taxing Jurisdiction. Upon receipt of a notice of termination, the Project shall be immediately placed on the taxable portion of the tax roll, at which point the provisions of Section 520 of the RPTL shall apply. Owner shall be liable for all Annual Payments due in the Fiscal Tax Year of such termination, except that if Owner is required to pay any pro-rata portion of real property taxes for the unexpired portion of any Fiscal Tax Year, the Annual Payment for such Fiscal Tax 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.

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

(a) Owner fails to make timely Annual Payments required under this Agreement, unless such payment, with Interest, is received by the Taxing Jurisdiction within thirty (30) days of the Annual Payment Date;

(b) Owner has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent.

14. Remedies; Waiver And Notice.

(a) 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.

(b) 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.

(c) 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.

15. 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.

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

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

18. 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.

19. 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.

OAK HILL SOLAR 2, LLC

By: _____

Name

Title

Date

TOWN OF DUANESBURG

By: _____

Supervisor

Date

EXHIBIT A

Description of Property

EXHIBIT B

Fiscal Tax Year	Payment Amount
Year 1 - 2021	\$8,125.00
Year 2 - 2022	\$8,287.50
Year 3 - 2023	\$8,453.25
Year 4 - 2024	\$8,622.32
Year 5 - 2025	\$8,794.76
Year 6 - 2026	\$8,970.66
Year 7 - 2027	\$9,150.07
Year 8 - 2028	\$9,333.07
Year 9 - 2029	\$9,519.73
Year 10 - 2030	\$9,710.13
Year 11 - 2031	\$9,904.33
Year 12 - 2032	\$10,102.42
Year 13 - 2033	\$10,304.46
Year 14 - 2034	\$10,510.55
Year 15 - 2035	\$10,720.76