

**MINUTES**  
**COUNTY OF OSWEGO INDUSTRIAL DEVELOPMENT AGENCY**  
**November 22, 2021**  
**IDA OFFICE BUILDING**  
**44 W. BRIDGE ST.**  
**OSWEGO, NEW YORK**

**PRESENT:** Canale, Sorbello, Stahl, Toth and Trimble

**Absent/Excused:** Kells and Schick

**Also Present:** Kevin C. Caraccioli, Kevin LaMontagne, L. Michael Treadwell and Austin Wheelock

Chair Toth convened the meeting at 9:15 a.m. at the IDA Office in Oswego and welcomed the Board and staff.

**MINUTES**

On a motion by Mr. Sorbello, seconded by Mr. Toth, the minutes of October 26, 2021 were approved.

**TREASURER'S REPORT**

No Report

**NOTICE OF MEETING**

Meeting notices were posted at the Oswego County Building, the IDA Office Building and on the IDA website. A notice was published in The Palladium Times on November 13, 2021.

**Omni Richland Route 28 North Solar, LLC**

Mr. LaMontagne provided an overview of the solar project to be located in the Town of Richland. On a motion by Mr. Canale, seconded by Mr. Sorbello, a resolution determining that a certain project for Omni Richland Route 28 North Solar, LLC will not have a significant adverse effect on the environment pursuant to the State Environmental Quality Review Act was approved. The SEQRA Resolution is attached.

On a motion by Mr. Trimble, seconded by Mr. Sorbello, a Resolution authorizing the undertaking of the acquisition, construction, installation, equipping and completion of a certain project; appointing Omni Richland Route 28 North Solar, LLC ("The Company") as agent of the Agency for the purpose of the acquisition, construction, installation, equipping and completion of the project; approving certain financial assistance; and authorizing the execution and delivery of an agreement between the Agency and the Company was approved. A copy of the Inducement Resolution is attached.

On a motion by Mr. Canale, seconded by Mr. Trimble, a Resolution approving a PILOT schedule and authorizing the execution and delivery of certain documents by the Agency in connection with a certain project undertaken at the request of the Company was approved. A copy of the PILOT Resolution is attached.

On a motion by Mr. Canale, seconded by Mr. Toth, a Resolution authorizing the execution and delivery of certain documents by the Agency in connection with a project undertaken at the request of the Company was approved. A copy of the Final Approving Resolution is attached.

**V-Squared Management, LLC**

Following a discussion on the expansion project, on a motion by Mr. Canale, seconded by Mr. Sorbello, a Resolution determining that the acquisition, renovation and equipping of a certain facility at the request of V-Squared Management, LLC constitutes a project and describing the financial assistance requested in connection therewith and authorizing a public hearing was approved. A copy of the Initial Resolution is attached.

**Peck Road Site Town of Richland**

Following a discussion, on a motion by Mr. Stahl, seconded by Mr. Sorbello, authorization to conduct an appraisal of the 14.25-acre site was approved to utilize up to \$5,000 of PILOT EDF funds.

**Solar PILOT Agreement**

Following a discussion on additional provisions being recommended for PILOT Agreements by Mr. Caraccioli, on a motion by Mr. Canale, seconded by Mr. Sorbello, the recommendations were approved. Attached are the Additional PILOT Provisions Related to Solar Projects.

**OYA Pulaski, LLC**

Following a discussion, on a motion by Mr. Canale, seconded by Mr. Toth, a Resolution approving the sale of the membership interests in the Company in connection with financial assistance provided for a project was approved. A copy of the Resolution is attached.

**Executive Session**

On a motion by Mr. Sorbello, seconded by Mr. Canale, it was approved to go into Executive Session to discuss the financial history of a particular person or company and pending or threatening litigation at 10:10 a.m.

On a motion by Mr. Sorbello, seconded by Mr. Canale, it was approved to exit Executive Session at 11:05 a.m.

**Woody's on 37, LLC**

Following a discussion in Executive Session, on a motion by Mr. Toth, seconded by Mr. Sorbello, a subordination request was approved associated with Fulton Savings Bank.

**Maple Hollow Farm, LLC**

Following a discussion in Executive Session, on a motion by Mr. Sorbello, seconded by Mr. Trimble, a 6-month deferment of its MEP loan was approved.

**Confidential Evaluation of Board Performance**

The Summary Results of the Annual Board of Directors Evaluation of Board Performance was presented by the Governance Committee and was reviewed. On a motion by Mr. Canale, seconded by Mr. Toth, authorization was approved to submit the Summary Results to the NYS ABO.

**PILOT EDF Report**

Mr. Treadwell provided the report for October 31, 2021 in Executive Session.

**Delinquent Loan Report**

Following a review in Executive Session, on a motion by Mr. Canale, seconded by Mr. Trimble, the report was approved for the period ended October 31, 2021.

**Highscore Capital LLC v. Attis Ethanol Fulton LLC, et al**

Mr. Caraccioli provided an update on this matter and reported a Notice of Appearance has been filed with the Oswego County Supreme Court.

**Next Meeting**

December 29, 2021 at 9:00 a.m. was scheduled.

**Adjournment**

On a motion by Mr. Sorbello, seconded by Mr. Toth, the meeting was adjourned at 11:18 a.m.

Respectfully Submitted,

L. Michael Treadwell  
CEO

## SEQRA APPROVING RESOLUTION

A regular meeting of the County of Oswego Industrial Development Agency was convened in public session on November 22, 2021, at 9:00 a.m., at 44 West Bridge Street, Oswego, New York.

The meeting was called to order by the Chair and, upon the roll being duly called, the following members were:

**PRESENT:** Nick Canale, Jr., Morris Sorbello, Tim Stahl, Gary T. Toth and Barry Trimble

**ABSENT:** Tom Kells and H. Leonard Schick

**ALSO PRESENT:** Kevin C. Caraccioli, Kevin LaMontagne, L. Michael Treadwell and Austin Wheelock

The following resolution was duly offered and seconded:

**RESOLUTION DETERMINING THAT A CERTAIN PROJECT FOR OMNI RICHLAND ROUTE 28 NORTH SOLAR, LLC WILL NOT HAVE A SIGNIFICANT ADVERSE EFFECT ON THE ENVIRONMENT PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT**

**WHEREAS**, the County of Oswego Industrial Development Agency (the “*Agency*”) is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 234 of the Laws of 1973 of the State, as amended from time to time (collectively, the “*Act*”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

**WHEREAS**, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to grant “financial assistance” (as defined in the Act) in connection with the acquisition, construction, reconstruction, renovation, installation and equipping of one or more “projects” (as defined in the Act); and

**WHEREAS**, Omni Richland Route 28 North Solar, LLC, a New York limited liability company, or an entity formed or to be formed by it or on its behalf (the “*Company*”), submitted an application to the Agency on or about September 30, 2021 (the “*Application*”), a copy of which

is on file at the office of the Agency, requesting the Agency consider undertaking a project (the “**Project**”) consisting of: (i) the acquisition of a leasehold interest (or sub-leasehold interest) in all or a portion of approximately 202.92 acres of real property located on 1527-1566 County Route 28 (tax map no. 084.00-04-04.02) in the Town of Richland, County of Oswego, State of New York (the “**Land**”); (ii) the construction on the Land of an approximately 29.14 acre solar farm, including, but not limited to, solar panels, inverters, transformers, switchboards, energy storage system, steel beams, racking and fencing (the “**Facility**”); and (iii) the acquisition and installation in and around the Facility and/or for use in connection with the Project of various machinery, equipment, furnishings and other items of tangible personal property (collectively the “**Equipment**”) (the Land, the Facility and Equipment are hereinafter collectively referred to as the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property taxes, mortgage recording tax (except as limited by Section 874 of the Act), State and local sales and use tax and real estate transfer tax (collectively, the “**Financial Assistance**”); and (C) the lease (or sub-lease) of the Land and the Facility by the Company (and/or the owner of the Land) to the Agency pursuant to a lease agreement; the acquisition by the Agency of an interest in the Equipment pursuant to a bill of sale from the Company; and the sublease of the Project Facility back to the Company (and/or the owner of the Land) pursuant to a sublease agreement; and

**WHEREAS**, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as “**SEQRA**”), the Agency is required to make a determination whether the “action” (as said quoted term is defined in SEQRA) to be taken by the Agency may have a “significant impact on the environment” (as said quoted term is utilized in SEQRA), and the preliminary agreement of the Agency to undertake the Project constitutes such an action; and

**WHEREAS**, to aid the Agency in determining whether undertaking the Project may have a significant impact upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form (the “**EAF**”) with respect to the Project, a copy of which is on file in the office of the Agency and is readily accessible to the public; and

**WHEREAS**, in 2021 the Company filed a site plan application with the Town of Richland Planning Board (“**Planning Board**”), prompting the Planning Board to assume SEQRA Lead Agency status and conduct a coordinated SEQRA review of the Project; and

**WHEREAS**, after conducting a thorough review of the Project and its potential effects, the Planning Board by Resolution dated July 19, 2021 classified the Project as an Unlisted Action and issued a negative declaration, finding no significant environmental impacts would result from the Project; and

**WHEREAS**, the Agency was not identified as a potential involved agency in the Company’s application materials when the Planning Board performed the coordinated SEQRA review and issued the negative declaration for the Project; and

**WHEREAS**, had the Agency’s involvement been known at the time the Planning Board declared its intent to act as lead agency for the coordinated review of the Project, the Agency would have, as an involved agency, consented to the lead agency designation by the Planning Board and been bound by the negative declaration that was issued for the Project;

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

Section 1. Based upon an examination of the EAF prepared by the Company, the criteria contained in 6 NYCRR §617.7(c), and based further upon the Agency’s knowledge of the area surrounding the Project Facility, all the representations made by the Company in connection with the Project, and such further investigation of the Project and its environmental impacts as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Project pursuant to SEQRA:

(A) the Project consists of the components described above in the third WHEREAS clause of this resolution; and

(B) the Project constitutes an “Unlisted Action” (as said quoted term is defined in SEQRA); and

(C) The Agency, in recognition of the fact that it would have been an involved agency and consented to the Planning Board’s lead agency status, hereby reaffirms, accepts, and adopts the negative declaration that was issued by the Planning Board for the Project, attached hereto as Exhibit “A”, which shall be filed in the office of the Agency in a file that is readily accessible to the public.

Section 2. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

Section 3. The Agency hereby authorizes Agency staff or counsel to take all further actions deemed necessary and appropriate to fulfill the Agency’s responsibilities under SEQRA.

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

|                   | <u>Aye</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> | <u>Recuse</u> |
|-------------------|------------|------------|----------------|---------------|---------------|
| Nick Canale, Jr.  | X          |            |                |               |               |
| Tom Kells         |            |            |                | X             |               |
| Tim Stahl         | X          |            |                |               |               |
| H. Leonard Schick |            |            |                | X             |               |
| Morris Sorbello   | X          |            |                |               |               |
| Gary T. Toth      | X          |            |                |               |               |
| Barry Trimble     | X          |            |                |               |               |

The resolution was thereupon declared duly adopted.

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF OSWEGO )

I, the undersigned Chief Executive Officer of the County of Oswego Industrial Development Agency, **DO HEREBY CERTIFY** that (i) I have compared the annexed extract of the minutes of the meeting of the County of Oswego Industrial Development Agency (the “**Agency**”) held on November 22, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

**I FURTHER CERTIFY** that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Article 7 of the Public Officers Law (the “**Open Meetings Law**”), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Open Meetings Law, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Agency on November 22, 2021.

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L. Michael Treadwell  
Chief Executive Officer

(SEAL)

## INDUCEMENT RESOLUTION

A regular meeting of the County of Oswego Industrial Development Agency was convened in public session on November 22, 2021, at 9:00 a.m., at 44 West Bridge Street, Oswego, New York.

The meeting was called to order by the Chair and, upon the roll being duly called, the following members were:

**PRESENT:** Nick Canale, Jr., Morris Sorbello, Tim Stahl, Gary T. Toth and Barry Trimble

**ABSENT:** Tom Kells and H. Leonard Schick

**ALSO PRESENT:** Kevin C. Caraccioli, Kevin LaMontagne, L. Michael Treadwell and Austin Wheelock

The following resolution was duly offered and seconded:

**RESOLUTION AUTHORIZING THE UNDERTAKING OF THE ACQUISITION, CONSTRUCTION, INSTALLATION, EQUIPPING AND COMPLETION OF A CERTAIN PROJECT; APPOINTING OMNI RICHLAND ROUTE 28 NORTH SOLAR, LLC (THE “COMPANY”) AS AGENT OF THE AGENCY FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION, INSTALLATION, EQUIPPING AND COMPLETION OF THE PROJECT; APPROVING CERTAIN FINANCIAL ASSISTANCE; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE AGENCY AND THE COMPANY**

**WHEREAS**, the County of Oswego Industrial Development Agency (the “*Agency*”) is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 234 of the Laws of 1973 of the State, as amended from time to time (collectively, the “*Act*”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

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

**WHEREAS**, Omni Richland Route 28 North Solar, LLC, a New York limited liability company, or an entity formed or to be formed by it or on its behalf (the “*Company*”), submitted an application to the Agency on or about September 30, 2021 (the “*Application*”), a copy of which is on file at the office of the Agency, requesting the Agency consider undertaking a project (the “*Project*”) consisting of: (i) the acquisition of a leasehold interest (or sub-leasehold interest) in all or a portion of approximately 202.92 acres of real property located on 1527-1566 County Route 28 (tax map no. 084.00-04-04.02) in the Town of Richland, County of Oswego, State of New York (the “*Land*”); (ii) the construction on the Land of an approximately 29.14 acre solar farm, including, but not limited to, solar panels, inverters, transformers, switchboards, energy storage system, steel beams, racking and fencing (the “*Facility*”); and (iii) the acquisition and installation in and around the Facility and/or for use in connection with the Project of various machinery, equipment, furnishings and other items of tangible personal property (collectively the “*Equipment*”) (the Land, the Facility and Equipment are hereinafter collectively referred to as the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from real property taxes, mortgage recording tax (except as limited by Section 874 of the Act), State and local sales and use tax and real estate transfer tax (collectively, the “*Financial Assistance*”); and (C) the lease (or sub-lease) of the Land and the Facility by the Company (and/or the owner of the Land) to the Agency pursuant to a lease agreement; the acquisition by the Agency of an interest in the Equipment pursuant to a bill of sale from the Company; and the sublease of the Project Facility back to the Company (and/or the owner of the Land) pursuant to a sublease agreement; and

**WHEREAS**, the owners of the Land are Dean D. Nicholson and Toni L. Nicholson, and the Company will be the operator of the Project Facility; and

**WHEREAS**, the Agency adopted a resolution on October 26, 2021 describing the Project, the Financial Assistance and authorizing a public hearing (the “*Initial Resolution*”); and

**WHEREAS**, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on November 18, 2021 pursuant to Section 859-a of the Act, notice of which was published on November 7, 2021 in The Post Standard, a newspaper of general circulation in the County of Oswego, New York and given to the chief executive officers of the affected tax jurisdictions by letter dated November 5, 2021; and

**WHEREAS**, pursuant to SEQRA, the Town of Richland Planning Board (the “*Planning Board*”) classified the Project as an Unlisted Action, conducted a coordinated environmental review of the Project, and issued a negative declaration for the Project on July 19, 2021; and

**WHEREAS**, the Agency’s involvement in the Project was not contemplated when the Planning Board performed the coordinated SEQRA review and issued the negative declaration for the Project; and

**WHEREAS**, on November 22, 2021, the Agency, in recognition of the fact that, had the Agency’s involvement in the Project been contemplated it would have been an involved agency

and consented to the Planning Board's lead agency status, affirmed and adopted the negative declaration issued by the Planning Board for the Project, thereby concluding the Agency's obligations under SEQRA (the "*SEQRA Resolution*"); and

**WHEREAS**, the Agency has considered the policy, purposes and requirements of the Act in making its determinations with respect to taking official action regarding the Project; and

**WHEREAS**, for purposes of exemption from New York State (the "*State*") sales and use taxation as part of the Financial Assistance requested by the Company, "sales and use taxation" shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the New York State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight; and

**WHEREAS**, the Agency has given due consideration to the Application and to the representations by the Company that the provision of Financial Assistance: (i) will induce the Company to develop the Project Facility in the Town of Richland, County of Oswego; (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; and (iii) will induce the Company to undertake the Project which will serve the purposes of the Act by advancing the health, general prosperity and economic welfare of the people of the State;

**NOW, THEREFORE**, be it resolved by the members of the County of Oswego Industrial Development Agency, as follows:

**Section 1.** It is the policy of the State to promote the health, economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

**Section 2.** Based upon the representations and projections made by the Company to the Agency and after considering those representations, the Agency hereby makes the following determinations:

- A. Ratifies the findings in its Initial Resolution and SEQRA Resolution.
- B. The Project constitutes a "project" within the meaning of the Act.
- C. The Financial Assistance consists solely of exemptions from real estate transfer taxes, real property taxes, mortgage recording taxes (except as limited by Section 874 of the Act) and State and local sales and use taxes.
- D. The commitment of the Agency to provide the Financial Assistance to the Company will enable the Company to acquire, construct, install, equip and complete the Project Facility.

- E. The acquisition of a controlling interest in the Project Facility by the Agency, the designation of the Company as the Agency's agent for the acquisition, construction, installation, equipping and completion of the Project and the granting of the Financial Assistance will be an inducement to the Company to acquire, construct, install, equip and complete the Project Facility in the Town of Richland, County of Oswego, and will serve the purposes of the Act by, among other things, advancing the general prosperity and economic welfare of the inhabitants of the County of Oswego; and the granting of the Financial Assistance will assist in the financing the costs of the acquisition, construction, installation, equipping and completion of the Project Facility.
- F. The Project will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act.

**Section 3.** Subject to the terms of this Resolution, the conditions set forth in Section 4.02 of the Agreement (as defined herein), the Agency's approval of the PILOT schedule and the execution and delivery of the Project Agreement (as defined herein), the Agency will: (i) acquire a controlling interest in the Land and Facility pursuant to a lease agreement (and/or sublease agreement (collectively, the "*Company Lease*") to be entered into between the Company (and/or the owner of the Land) and the Agency and accept an interest in the Equipment pursuant to a bill of sale from the Company (the "*Bill of Sale*"); (ii) sublease the Project Facility to the Company (and/or the owner of the Land) pursuant to a sublease agreement (the "*Agency Lease*" and together with the Company Lease, the Bill of Sale, the Project Agreement (as defined herein) and any other certificates and documents deemed necessary by the Agency to undertake the Project, collectively, the "*Lease Documents*") to be entered into between the Agency and the Company; and (iii) grant the approved Financial Assistance.

**Section 4.** The terms and conditions of subdivision 3 of Section 875 of the Act are herein incorporated by reference and the Company shall agree to such terms as a condition precedent to receiving or benefiting from an exemption from State sales and use tax exemptions benefits. Notwithstanding anything herein to the contrary, the amount of State and local sales and use tax exemption benefits comprising the Financial Assistance approved herein shall not exceed **\$329,730 and shall last no longer than two years from the execution and delivery of the Lease Documents**. The Agency may consider any request by the Company for increases to the amount of sales and use tax exemption benefits authorized by the Agency upon being provided with appropriate documentation detailing the additional purchases of property or services.

**Section 5.** Notwithstanding anything herein to the contrary, the amount of mortgage recording tax exemption benefit comprising the Financial Assistance approved herein shall not exceed **\$26,490**.

**Section 6.** Notwithstanding anything herein to the contrary, the amount of real property tax abatement benefit comprising the Financial Assistance approved herein shall be approximately **\$432,335**, which such amount reflects the total estimated real property tax exemptions for the Project Facility (which constitute those taxes that would have been paid if the

Project Facility were on the tax rolls and not subject to that certain payment in lieu of tax agreement between the Company and the Agency (the “**PILOT Agreement**”) of approximately **\$2,063,313**, less the estimated payments in lieu of taxes of approximately **\$1,630,978** to be made by the Company to the affected tax jurisdictions with respect to the Project Facility during the term of the PILOT Agreement. The approximate amount of estimated real property tax exemptions and the approximate amount of estimated payments in lieu of taxes are estimated based on an assumed assessed value of the Project Facility and assumed future tax rates of the affected tax jurisdictions, therefore the real property tax abatement benefit is estimated because it is calculated using the estimated real property tax exemptions. The actual amount of real property tax abatement benefit is subject to change over the term of the PILOT Agreement depending on any changes to assessed value and/or tax rates of the affected tax jurisdictions. **Exhibit “B”** attached hereto reflects the calculation used to determine the annual amount of the payments in lieu of taxes to be made to the affected tax jurisdictions in each year during the term of the PILOT Agreement.

**Section 7.** The Company may utilize, and subject to the terms of this Resolution, the Agreement and the Project Agreement, is hereby authorized to appoint, a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, “**Additional Agents**”) to proceed with the construction, installation, equipping and completion of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf, provided the Company execute, deliver and comply with the Lease Documents. The Company shall provide, or cause its Additional Agents to provide, and the Agency shall maintain, records of the amount of State and local sales and use tax exemption benefits provided to the Project; and the Company shall, and cause each Additional Agent, to make such records available to the State Commissioner of Taxation and Finance (the “**Commissioner**”) and the Agency upon request. The Agency shall, within thirty (30) days of providing any State sales and use tax exemption benefits, report to the Commissioner the amount of such benefits for the Project, identifying the Project, along with any such other information and specificity as the Commissioner may prescribe. As a condition precedent to the Company or Project’s receipt of, or benefit from, any State or local sales and use tax exemptions, the Company must acknowledge and agree to make, or cause its Additional Agents to make, all records and information regarding State and local sales and use tax exemption benefits realized by the Project available to the Agency or its designee upon request. For purposes of exemption from State sales and use taxation as part of the Financial Assistance requested, “sales and use taxation” shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

**Section 8.** As a condition precedent to the granting of the Financial Assistance, the Company agrees to execute an agreement with the Agency setting forth the preliminary undertakings of the Agency and the Company with respect to the Project. The form and substance of the proposed agreement (as set forth as on **Exhibit “A”** attached hereto and presented at this meeting) (the “**Agreement**”) are hereby approved. The Chief Executive Officer and/or the Chairman of the Board are each hereby authorized, on behalf of the Agency, to execute and deliver the Agreement, in substantially the same form as presented at this meeting and attached hereto as **Exhibit “A”**, with changes in terms and form as shall be consistent with this Resolution and as the Chief Executive Officer and/or the Chairman of the Board shall approve. The execution thereof by the Chief Executive Officer and/or the Chairman of the Board shall constitute conclusive evidence of such approval.

**Section 9.** As an additional condition precedent to the extension of Financial Assistance, the Company shall acknowledge and agree, that the Agency shall, and in some cases may, recapture from the Company or any Additional Agents (as defined herein) the State and local sales and use tax exemption (the “***Recapture Amount***”) taken or purported to be taken by any such person to which the person or Project is not entitled or which are in excess of the amounts authorized or which are for property or services not authorized or taken in cases where such Company or Additional Agents failed to comply with a material term or condition to use property or services in the manner required by the Company or Additional Agents agreement with, or for the benefit of, the Agency. Such Company or Additional Agent shall cooperate with the Agency in its efforts to recover, recapture, receive, or otherwise obtain such State sales and use exemptions benefits and shall promptly pay over any such amounts to the Agency that it requests. The failure to pay over such amounts to the Agency shall be grounds for the Commissioner to assess and determine State sales and use taxes due from the Company and/or Additional Agents under article twenty-eight of the tax law, together with any relevant penalties and interest due on such amounts. In addition, the Agency may recapture all other Financial Assistance in the event any of the foregoing occur or there is a Deficit (as defined in the Agency’s Recapture Policy).

**Section 10.** As another condition precedent to the extension of Financial Assistance, the Company and the Agency shall execute and deliver a project agreement (the “***Project Agreement***”) setting forth certain terms and conditions relative to the approved Financial Assistance.

**Section 11.** Subject to the due execution and delivery by the Company of the Agreement and the Project Agreement, the satisfaction of the conditions of this Resolution, the Agreement, the Project Agreement and the payment by the Company of any attendant fees due to or incurred by the Agency, the Company is hereby appointed the true and lawful agent of the Agency to proceed with the construction, installation, equipping and completion of the Project, all with the same powers and the same validity as if the Agency were acting in its own behalf. The appointment made by this Section shall not be effective until the Agreement and the Project Agreement and an Environmental Compliance and Indemnification Agreement (as defined herein) by the Company in favor of the Agency have been duly executed and delivered by the Company.

**Section 12.** The Chief Executive Officer and/or the Chairman of the Board, acting individually, are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified herein and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred herein and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution and the Agreement.

**Section 13.** The obligation of the Agency to consummate any transaction contemplated herein or hereby is subject to and conditioned upon the execution and delivery of, among other things, an environmental compliance and indemnification agreement (the “***Environmental Compliance and Indemnification Agreement***”) in favor of the Agency in form and substance acceptable to the Agency and its counsel by the Company, and some or all of its principals, in the discretion of the Chief Executive Officer and/or the Chairman of the Board.

**Section 14.** No covenant, stipulation, obligation or agreement contained in this Resolution or any document referred to herein shall be deemed to be the covenant, stipulation,

obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to herein on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

**Section 15.** Should the Agency's participation in the Project, or the appointments made in accordance herewith, be challenged by any party, in the courts or otherwise, the Company shall defend, indemnify and hold harmless the Agency and its members, officers and employees from any and all losses arising from any such challenge including, but not limited to, the fees and disbursement of the Agency's counsel. Should any court of competent jurisdiction determine that the Agency is not authorized under the Act to participate in the Project, this Resolution shall automatically become null, void and of no further force and effect, and the Agency shall have no liability to the Company hereunder or otherwise.

**Section 16.** A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

**Section 17.** The Chief Executive Officer and/or the Chairman of the Board are each hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

**Section 18.** Counsel to the Agency and special Agency counsel are hereby authorized to work with the Company, and others to prepare, for submission to the Agency, all documents necessary to effect the grant of Financial Assistance and consummate the Lease Documents.

**Section 19.** This Resolution shall take effect immediately.

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

|                   | <u>Aye</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> | <u>Recuse</u> |
|-------------------|------------|------------|----------------|---------------|---------------|
| Nick Canale, Jr.  | X          |            |                |               |               |
| Tom Kells         |            |            |                | X             |               |
| Tim Stahl         | X          |            |                |               |               |
| H. Leonard Schick |            |            |                | X             |               |
| Morris Sorbello   | X          |            |                |               |               |
| Gary T. Toth      | X          |            |                |               |               |
| Barry Trimble     | X          |            |                |               |               |

The resolution was thereupon declared duly adopted.

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

I, the undersigned Chief Executive Officer of the County of Oswego Industrial Development Agency, **DO HEREBY CERTIFY** that (i) I have compared the annexed extract of the minutes of the meeting of the County of Oswego Industrial Development Agency (the “**Agency**”) held on November 22, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

**I FURTHER CERTIFY** that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Article 7 of the Public Officers Law (the “**Open Meetings Law**”), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Open Meetings Law, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Agency on November 22, 2021.

---

L. Michael Treadwell  
Chief Executive Officer

(SEAL)

## EXHIBIT "A"

### AGENCY/COMPANY AGREEMENT

This Agreement is between the **COUNTY OF OSWEGO INDUSTRIAL DEVELOPMENT AGENCY** (the "*Agency*") and **OMNI RICHLAND ROUTE 28 NORTH SOLAR, LLC**, a New York limited liability company (the "*Company*").

**Article 1. Preliminary Statement.** Among the matters of mutual inducement which have resulted in the execution of this Agreement are the following:

1.01. The Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "*State*"), as amended, together with Chapter 234 of the Laws of 1973 of the State of New York, as amended from time to time (collectively, the "*Act*") to grant "financial assistance" (as defined in the Act) in connection with "Projects" (as defined in the Act) and to lease or sell the same upon such terms and conditions as the Agency may deem advisable and designate an agent for constructing, installing and equipping "projects" (as defined in the Act).

1.02. The purposes of the Act are to promote, attract, encourage and develop recreation and economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration. The Act vests the Agency with all powers necessary to enable it to accomplish such purposes, including the power to grant financial assistance, acquire and dispose of interests in real property and to appoint agents for the purpose of completion of projects undertaken by the Agency.

1.03. The Company submitted an application to the Agency (the "*Application*"), a copy of which is on file at the office of the Agency, requesting the Agency consider undertaking a project (the "*Project*") consisting of: (A)(i) the acquisition of a leasehold interest (or sub-leasehold interest) in all or a portion of approximately 202.92 acres of real property located on 1527-1566 County Route 28 (tax map no. 084.00-04-04.02) in the Town of Richland, County of Oswego, State of New York (the "*Land*"); (ii) the construction on the Land of an approximately 29.14 acre solar farm, including, but not limited to, solar panels, inverters, transformers, switchboards, energy storage system, steel beams, racking and fencing (the "*Facility*"); and (iii) the acquisition and installation in and around the Facility and/or for use in connection with the Project of various machinery, equipment, furnishings and other items of tangible personal property (collectively the "*Equipment*") (the Land, the Facility and Equipment are hereinafter collectively referred to as the "*Project Facility*"); (B) the granting of certain financial assistance in the form of exemptions from real property taxes, mortgage recording tax (except as limited by Section 874 of the Act), State and local sales and use tax and real estate transfer tax (collectively, the "*Financial Assistance*"); and (C) the lease (or sub-lease) of the Land and the Facility by the Company (and/or the owner of the Land) to the Agency pursuant to a lease agreement; the acquisition by the Agency of an interest in the Equipment pursuant to a bill of sale from the Company; and the sublease of the Project Facility back to the Company (and/or the owner of the Land) pursuant to a sublease agreement.

1.03(a). All documents necessary to effectuate the Agency's undertaking of the Project and the granting of the Financial Assistance between the Agency and the Company, including but not limited to, a company lease, a bill of sale, an agency lease, a project agreement, an environmental compliance and indemnification agreement and a payment in lieu of tax agreement, shall be collectively referred to herein as the "**Lease Documents**".

1.04. The Company hereby represents to the Agency that undertaking the Project, the designation of the Company as the Agency's agent for the construction, installation, equipping and completion of the Project Facility, and the appointment by the Company of a Project operator, contractors, agents, subagents, subcontractors, contractors and subcontractors of such agents and subagents (collectively, "**Additional Agents**"): (i) will be an inducement to it to construct, install, equip and complete the Project Facility in the Town of Richland, County of Oswego (the "**County**"); and (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or of any other proposed occupant of the Project Facility from one area of the State to another or in the abandonment of one or more plants or facilities of the Company or of any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act.

1.05. The Agency has determined that the acquisition or continuation of a controlling interest in, and the construction, installation and equipping of the Project Facility and the subleasing of the same to the Company will promote and further the purposes of the Act.

1.06 On November 22, 2021, the Agency adopted a resolution (the "**Inducement Resolution**") agreeing, subject to the satisfaction of all conditions precedent set forth in such Resolution, to designate the Company as the Agency's agent for the acquisition, construction, installation, equipping and completion of the Project Facility and determining that the leasing of the same to the Company will promote further purposes of the Act. For purposes of that designation, the Agency authorized as part of the approved Financial Assistance, State and local sales and use tax exemption benefits in an amount not to exceed **\$329,730**, a mortgage recording tax exemption in an amount not to exceed **\$26,490**, and the amount of real property tax abatement benefits in an approximate amount of **\$432,335**.

1.07 In the Resolution, subject to the execution of, and compliance with, this Agreement by the Company, and other conditions set forth in the Resolution and herein, the Agency appointed the Company as its agent for the purposes of acquisition, construction, installation, equipping and completion of the Project Facility, entering into contracts and doing all things requisite and proper for the acquisition, construction, installation, equipping and completion of the Project Facility.

**Article 2. Undertakings on the Part of the Agency.** Based upon the statements, representations and undertakings of the Company and subject to the conditions set forth herein, the Agency agrees as follows:

2.01. The Agency confirms that it has authorized and designated the Company as the Agency's agent for acquiring, constructing, installing, equipping and completing the Project Facility.

2.02. The Agency has adopted such proceedings and authorized the execution of such Agency documents as may be necessary or advisable for: (i) acquisition of a controlling interest in the Project Facility; (ii) appointment by the Company of Additional Agents, all for the acquisition, construction, installation, equipping and completion of the Project Facility subject to the terms of the Inducement Resolution and hereof; and (iii) the leasing or subleasing of the Project Facility to the Company, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company.

2.03. Nothing contained in this Agreement shall require the Agency to apply its funds to Project costs.

2.04. After satisfying the conditions precedent set forth in the Inducement Resolution, and in Article 3 and Section 4.02 hereof, the Company may proceed with the acquisition, construction, installation, equipping and completion of the Project Facility and the utilization of and, as necessary, the appointment of Additional Agents.

2.05 Subject to Section 4.02 hereof, the Company is appointed the true and lawful agent of the Agency for the acquisition, construction, installation, equipping and completion of the Project Facility, and to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency, and in general to do all things which may be requisite or proper for the acquisition, construction, installation, equipping and completion of the Project Facility, all with the same powers and the same validity as if the Agency were acting in its own behalf.

2.06. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof. The Agency may in accordance with Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as “*SEQRA*”), undertake supplemental review of the Project. Such review to be limited to specific significant adverse environmental impacts not addressed or inadequately addressed in the Agency’s review under SEQRA that arise from changes in the proposed Project, newly discovered information or a change in the circumstances related to the Project.

**Article 3. Undertakings on the Part of the Company.** Based upon the statements, representations and undertakings of the Agency and subject to the conditions set forth herein, the Company agrees as follows:

3.01. (a) The Company shall indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the acquisition of a controlling interest in, constructing, installing, equipping and completion of the Project Facility (including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing) whether such claims or liabilities arise as a result of the Company or Additional Agents acting as agent for the Agency pursuant to this Agreement or otherwise.

(b) The Company shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove, any mechanics' or other liens against the Project Facility for labor or material furnished in connection with the acquisition, construction, installation, equipping and completion of the Project Facility.

(c) The Company shall indemnify and hold the Agency, its members, officers, employees and agents and anyone for whose acts or omissions the Agency or any one of them may be liable, harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned subsequent to the date hereof by any cause whatsoever in relation to the Project, including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

(d) The Company shall defend, indemnify and hold the Agency harmless from all losses, expenses, claims, damages and liabilities arising out of or based on the non-disclosure of information, if any, requested by the Company in accordance with Section 4.05 hereof.

(e) The defense and indemnities provided for in this Article 3 shall survive expiration or termination of this Agreement and shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by statutory law.

(f) The Company shall provide and carry: (i) worker's compensation and disability insurance as required by law; and (ii) comprehensive liability and property insurance with such coverages (including without limitation, owner's protective coverage for the benefit of the Agency, naming the Agency as an additional insured on all policies of coverage regarding the Project; providing the coverage with respect to the Agency be primary and non-contributory; and contractual coverage covering the indemnities herein provided for), with such limits and which such companies as may be approved by the Agency. The Company shall provide certificates and/or policies of insurance in form satisfactory to the Agency evidencing such insurance.

(g) The Company shall include the Agency as a named insured under all public liability insurance policies obtained by the Company with respect to the Project Facility.

(h) The Company shall apply and diligently pursue all approvals, permits and consents from the State of New York, the Town of Richland, County of Oswego and any other governmental authority which approvals, permits and consents are required under applicable law for the development, construction and equipping of the Project and any related site improvements. The Company acknowledges and agrees that the Agency's findings and determinations under SEQRA do not and shall not in and of themselves (except as specifically set forth in SEQRA) satisfy or be deemed to satisfy applicable laws, regulations, rules and procedural requirements applicable to such approvals, permits and consents.

3.02. The Company agrees that, as agent for the Agency or otherwise, it will comply at

the Company's sole cost and expense with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the Agency and/or Company with respect to the Project Facility, the acquisition of a controlling interest therein, construction, installation, equipping and completion thereof, the operation and maintenance of the Project Facility, supplemental review of adverse environmental impacts in accordance with SEQRA and the financing of the Project. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full, including, but not limited to, Section 875 of the Act; and upon the request of either party, this Agreement shall be amended to specifically set forth any such provision or provisions.

3.03. (a) The Company agrees that, as agent for the Agency, to the extent that such provisions of law are in fact applicable (without creating an obligation by contract beyond that which is created by statute), it will comply with all the requirements Section 220 of the Labor Law of the State of New York, as amended.

(b) The Company agrees that, whenever practicable, the Company shall hire employees and Additional Agents from the Agency's Labor Market Area which is defined to include the following counties: Oswego, Jefferson, Onondaga, Madison, Oneida and Cayuga.

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

3.05. If it should be determined that any State or local sales or compensatory use taxes are payable with respect to the acquisition, purchase or rental of machinery or equipment, materials or supplies in connection with the Project Facility, or are in any manner otherwise payable directly or indirectly in connection with the Project Facility, the Company shall pay the same and defend and indemnify the Agency from and against any liability, expenses and penalties arising out of, directly or indirectly, the imposition of any such taxes.

3.06. The Company shall proceed with the acquisition, construction, installation, equipping and completion of the Project Facility and advance such funds as may be necessary to accomplish such purposes. The Company may utilize, and is authorized to appoint, Additional Agents as agents of the Agency, in furtherance thereof. Any appointment of an Additional Agent is conditioned upon the Company first obtaining and providing the Agency the following:

(1) A written, executed agreement, in form and substance acceptable to the Agency, from each appointed Additional Agent which provides for: (i) the assumption by the Additional Agent, for itself, certain of the obligations under this Agreement relative to the appointment, work and purchases done and made by each appointed Additional Agent; (ii) an acknowledgement by the Additional Agent to hire from the Labor Market Area during the construction period of the Project Facility whenever practicable; (iii) an acknowledgement that the Additional Agent is obligated, to timely provide the Company with the necessary information to permit the Company, pursuant to General Municipal Law §874(8), to timely file an Annual Statement with the New York State Department of Taxation and Finance on "Annual Report of Sales and Use Tax Exemptions" (Form ST-340) regarding the value of sales and use tax exemptions the Additional Agent claimed pursuant to the agency conferred on it by the Company

with respect to this Project; (iv) an acknowledgment by the Additional Agent that in order to be entitled to the exemption, the Additional Agent shall present to the supplier or other vendor of materials or equipment for the Project Facility a completed "IDA Agent or Project Operator Exempt Purchase Certificate" (Form ST-123); (v) an acknowledgment by the Additional Agent that that the failure to comply with the foregoing will result in the loss and recapture of the exemption; and (vi) such other terms and conditions as the Agency deems necessary; and

(2) A completed "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (Form ST-60) for each Additional Agent appointed within fifteen (15) days of the appointment of each Additional Agent such that the Agency can execute and deliver said form to the State Department of Taxation and Finance within thirty (30) days of appointment of each such Additional Agent.

Failure of the Company to comply with the foregoing shall nullify the appointment of any Additional Agent and may result in the loss and recapture of the Company's exemption with respect to the Project at the sole discretion of the Agency.

The Company acknowledges that the assumption by the Additional Agent in accordance with Section 3.06(1) above, does not relieve the Company of its obligations under those provisions or any other provisions of this Agreement with respect to the Project.

3.06. The Company shall proceed with the acquisition, construction, installation, equipping and completion of the Project Facility and advance such funds as may be necessary to accomplish such purposes.

3.07. The Company hereby ratifies and confirms its obligation to pay an administrative fee to the Agency in the amount of .75% of the Project costs. Such amount is due and payable in full at closing.

3.08 The Company hereby ratifies and confirms its obligation to pay an annual administrative reporting fee of \$500.00 to cover administrative and reporting requirements to comply with New York State reporting regulations on Agency assisted projects.

#### **Article 4. General Provisions.**

4.01. This Agreement shall take effect on the date of the execution hereof by the Agency and the Company and, subject to Section 4.04 hereof, shall remain in effect until the Lease Documents become effective. It is the intent of the Agency and the Company that, except as to those provisions that survive, this Agreement be superseded in its entirety by the Lease Documents.

4.02. (a) It is understood and agreed by the Agency and the Company that the grant of Financial Assistance and the execution of the Lease Documents and related documents are subject to: (i) payment by the Company of the Agency's fee and Agency's counsel and special counsel fees; (ii) obtaining all necessary governmental approvals, permits and consents of any kind required in connection with the Project Facility; (iii) approval by the members of the Agency; (iv) approval by the Company; and (v) the condition that there are no changes in New York State Law, including regulations, which prohibit or limit the Agency from fulfilling its obligations hereunder;

(b) the Company, by executing this Agreement, acknowledges and agrees to make, or cause its Additional Agents whether appointed as an agent of the Agency in accordance with Section 3.06 hereof or not, to make, all records and information regarding State and local sales and use tax exemption benefits given to the Project as part of the Financial Assistance available to the Agency upon request, including but not limited to the Form ST-340 for itself and each Additional Agent;

(c) the Company, by executing this Agreement, acknowledges and agrees to the terms and conditions of Section 875(3) of the Act as if such section were fully set forth herein and further agrees to cause all of its Additional Agents to acknowledge, agree and consent to same.

Without limiting the scope of the foregoing the Company acknowledges that pursuant to Section 875(3) of the Act and In accordance with the Agency's Recapture Policy (which is published on the Agency's website or available at the Agency's office), the Company is subject to recapture of all State sales and use tax exemption benefits (the "**Recapture Amount**") if:

- (1) the Company or its Additional Agents, if any, authorized to make purchases for the benefit of the Project are not entitled to the State sales and use tax exemption benefits; or
- (2) the State sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company or its subagents, if any; or
- (3) the State sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or
- (4) the Project has failed to comply with a material term or condition to use the property or services in the manner required by any project documents between the Company and the Agency.

The failure of the Company to promptly pay such Recapture Amount to the Agency will be grounds for the Commissioner to collect sales and use taxes from the Company under Article 28 of the State Tax Law, together with interest and penalties.

In addition, and in accordance with the Agency's Recapture Policy, the Agency may recapture all other Financial Assistance in the event any of the foregoing occur or there is a Deficit (as defined in the Agency's Recapture Policy). For purposes of the foregoing, the Company acknowledges and agrees that for purposes of exemption from New York State (the "**State**") sales and use taxation as part of the Financial Assistance requested, "sales and use taxation" shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the New York State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight.

4.03. The Company agrees that it will, within thirty (30) days of a written request for same, regardless of whether or not this matter closes or the Project Facility is completed: (i) reimburse the Agency for all reasonable and necessary expenses, including without limitation the fees and expenses of counsel to the Agency arising from, out of or in connection with the Project, and/or any documents executed in connection therewith, including, but not limited to any claims or actions taken by the Agency against the Company, Additional Agents or third parties;

and (ii) indemnify the Agency from all losses, claims, damages and liabilities, in each case which the Agency may incur as a consequence of executing this Agreement or performing its obligations hereunder, including but not limited to, any obligations related to Additional Agents.

4.04. If for any reason the Lease Documents are not executed and delivered by the Company and the Agency on or before eighteen (18) months from the execution hereof, the provisions of this Agreement (other than the provisions of Articles 1.04, 2.04, 3.01, 3.02, 3.03, 3.05, 3.06, 4.02, 4.03, 4.04, 4.05 and 4.06, which shall survive) shall unless extended by agreement of the Agency and the Company, terminate and be of no further force or effect, and following such termination neither party shall have any rights against the other party except:

(a) The Company shall pay the Agency for all expenses incurred by the Agency in connection with the acquisition, construction, installation, equipping and completion of the Project Facility;

(b) The Company shall assume and be responsible for any contracts for construction or purchase of equipment entered into by the Agency at the request of or as agent for the Company in connection with the Project Facility; and

(c) The Company will pay the out-of-pocket expenses of members of the Agency, counsel for the Agency and special Agency counsel incurred in connection with the Project and will pay the fees of counsel for the Agency and special Agency counsel for legal services relating to the Project Facility, Additional Agents or the proposed financing thereof.

4.05. The Company acknowledges that Section 875(7) of the New York General Municipal Law (“*GML*”) requires the Agency to post on its website all resolutions and agreements relating to the Company’s appointment as an agent of the Agency or otherwise related to the Project, including this Agreement; and Article 6 of the New York Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the Company feels that there are elements of the Project or information about the Company in the Agency’s possession which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the Company’s competitive position, the Company must identify such elements in writing, supply same to the Agency: (i) with respect to this Agreement, prior to or contemporaneously with the execution hereof; and (ii) with respect to all other agreements executed in connection with the Project, on or before the Closing Date, and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law. Failure to do so will result in the posting by the Agency of all information in accordance with Section 875 of the GML.

4.06 That every controversy, dispute or claim arising out of or relating to this Agreement shall be governed by the laws of the State of New York, without regard to its conflict-of-laws provisions that if applied might require the application of the laws of another jurisdiction; and that the Company irrevocably and expressly submits to the exclusive personal jurisdiction of the Supreme Court of the State of New York and the United States District Court for the Northern District of New York, to the exclusion of all other courts, for the purposes of litigating every controversy, dispute or claim arising out of or relating to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have entered in this Agreement as of \_\_\_\_\_, 2021.

**COUNTY OF OSWEGO INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_  
L. Michael Treadwell  
Chief Executive Officer

**OMNI RICHLAND ROUTE 28 NORTH  
SOLAR, LLC**

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

## **EXHIBIT “B”**

### **PILOT SCHEDULE**

Term: 15 years

Annual payments: \$5,000 per AC MW (\$22,500 in year 1), 2% escalator, compounded annually

Distribution of annual PILOT Payments will be based on the pro-rata share of each of the affected taxing jurisdictions for each respective year.

Exemption: The above formula will apply only to acreage included in the Project; which shall be classified as Wholly Exempt under RPTL 412-a; the remaining portion of tax parcel (if any) and unrelated improvements will be classified as Taxable.

Decommissioning: Prior to execution and delivery of the PILOT Agreement, the Company must provide a decommissioning plan reasonably acceptable to the Agency and the host municipality, and provide the Agency with proof of a bond or other surety in the amount equal to the cost of the decommissioning.

## PILOT RESOLUTION

A regular meeting of the County of Oswego Industrial Development Agency was convened in public session on November 22, 2021, at 9:00 a.m., at 44 West Bridge Street, Oswego, New York.

The meeting was called to order by the Chair and, upon the roll being duly called, the following members were:

**PRESENT:** Nick Canale, Jr., Morris Sorbello, Tim Stahl, Gary T. Toth and Barry Trimble

**ABSENT:** Tom Kells and H. Leonard Schick

**ALSO PRESENT:** Kevin C. Caraccioli, Kevin LaMontagne, L. Michael Treadwell and Austin Wheelock

The following resolution was duly offered and seconded:

### **RESOLUTION APPROVING A PAYMENT IN LIEU OF TAX SCHEDULE AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A CERTAIN PROJECT UNDERTAKEN AT THE REQUEST OF THE COMPANY**

**WHEREAS**, the County of Oswego Industrial Development Agency (the “*Agency*”) is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 234 of the Laws of 1973 of the State, as amended from time to time (collectively, the “*Act*”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

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

**WHEREAS**, Omni Richland Route 28 North Solar, LLC, a New York limited liability company, or an entity formed or to be formed by it or on its behalf (the “**Company**”), submitted an application to the Agency on or about September 30, 2021 (the “**Application**”), a copy of which is on file at the office of the Agency, requesting the Agency consider undertaking a project (the “**Project**”) consisting of: (i) the acquisition of a leasehold interest (or sub-leasehold interest) in all or a portion of approximately 202.92 acres of real property located on 1527-1566 County Route 28 (tax map no. 084.00-04-04.02) in the Town of Richland, County of Oswego, State of New York (the “**Land**”); (ii) the construction on the Land of an approximately 29.14 acre solar farm, including, but not limited to, solar panels, inverters, transformers, switchboards, energy storage system, steel beams, racking and fencing (the “**Facility**”); and (iii) the acquisition and installation in and around the Facility and/or for use in connection with the Project of various machinery, equipment, furnishings and other items of tangible personal property (collectively the “**Equipment**”) (the Land, the Facility and Equipment are hereinafter collectively referred to as the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property taxes, mortgage recording tax (except as limited by Section 874 of the Act), State and local sales and use tax and real estate transfer tax (collectively, the “**Financial Assistance**”); and (C) the lease (or sub-lease) of the Land and the Facility by the Company (and/or the owner of the Land) to the Agency pursuant to a lease agreement; the acquisition by the Agency of an interest in the Equipment pursuant to a bill of sale from the Company; and the sublease of the Project Facility back to the Company (and/or the owner of the Land) pursuant to a sublease agreement; and

**WHEREAS**, the owners of the Land are Dean D. Nicholson and Toni L. Nicholson, and the Company will be the operator of the Project Facility; and

**WHEREAS**, the Agency adopted a resolution on October 26, 2021 describing the Project, the Financial Assistance and authorizing a public hearing (the “**Initial Resolution**”); and

**WHEREAS**, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on November 18, 2021 pursuant to Section 859-a of the Act, notice of which was published on November 7, 2021 in The Post Standard, a newspaper of general circulation in the County of Oswego, New York and given to the chief executive officers of the affected tax jurisdictions by letter dated November 5, 2021; and

**WHEREAS**, pursuant to SEQRA, the Town of Richland Planning Board (the “**Planning Board**”) classified the Project as an Unlisted Action, conducted a coordinated environmental review of the Project, and issued a negative declaration for the Project on July 19, 2021; and

**WHEREAS**, the Agency’s involvement in the Project was not contemplated when the Planning Board performed the coordinated SEQRA review and issued the negative declaration for the Project; and

**WHEREAS**, on November 22, 2021, the Agency, in recognition of the fact that, had the Agency’s involvement in the Project been contemplated it would have been an involved agency and consented to the Planning Board’s lead agency status, affirmed and adopted the negative declaration issued by the Planning Board for the Project, thereby concluding the Agency’s obligations under SEQRA (the “**SEQRA Resolution**”); and

**WHEREAS**, on November 22, 2021 the Agency adopted a Resolution (the “**Inducement Resolution**”) agreeing to undertake the Project and appointing the Company as its agent for purposes of completing the Project Facility; and

**WHEREAS**, in the Application, the Company also requested that the Agency consider a payment in lieu of taxes agreement (the “**PILOT Agreement**”) with respect to the Project Facility, pursuant to a payment in lieu of tax schedule (the “**PILOT Schedule**”), more fully described on **Exhibit “A”** attached hereto; and such schedule constitutes a deviation from the Agency’s Uniform Tax Exemption Policy (“**UTEP**”) established pursuant to Section 874(4) of the Act, but comports with other payment in lieu of taxes schedules relative to other similar projects; and

**WHEREAS**, by letters dated November 5, 2021, the Agency gave to the chief executive officers of the affected taxing jurisdictions notice pursuant to Section 874 of the Act of this meeting, at which the Agency would consider the Company’s request for a PILOT schedule which deviates from the UTEP; and

**WHEREAS**, prior to the date hereof, the Agency responded to all communications and correspondence received from the affected taxing jurisdictions regarding the proposed deviation from the UTEP; and

**WHEREAS**, no representatives from the affected tax jurisdictions were present at this meeting to address the Agency regarding such proposed deviation from the UTEP; and

**WHEREAS**, the Agency has given due consideration to the Application and to the representations by the Company that the provision of Financial Assistance: (i) will induce the Company to develop the Project Facility in the Town of Richland, County of Oswego; (ii) will not result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State of New York (the “**State**”) to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; and (iii) the Project will serve the purposes of the Act by advancing the health, general prosperity and economic welfare of the people of the State.

**NOW, THEREFORE**, be it resolved by the members of the County of Oswego Industrial Development Agency, as follows:

**Section 1.** It is the policy of the State to promote the health, economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

**Section 2.** The Agency ratifies all prior resolutions adopted in connection with this proposed Project (collectively, the “**Resolutions**”).

**Section 3.** Based upon the representations made by the Company to the Agency, and the reasons presented by the Company in support of its request for the PILOT Schedule, as set forth in the **Exhibit “A”** attached hereto, the PILOT Schedule is hereby approved subject to the terms and conditions of the Resolutions. The Chief Executive Officer and/or the Chairman of the Board are each hereby authorized to execute and deliver a PILOT Agreement and any related documents reflecting the PILOT Schedule in a form substantially similar to PILOT agreements used in similar transactions with the Agency which is acceptable to the Chief Executive Officer and/or the Chairman of the Board upon advice of counsel.

**Section 4.** No covenant, stipulation, obligation or agreement contained in this resolution or any document referred to herein shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing any documents referred to herein on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

**Section 5.** A copy of this Resolution shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

**Section 6.** The Chief Executive Officer and/or the Chairman of the Board are each hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution as well as all previously approved Resolutions.

**Section 7.** Counsel to the Agency and special Agency counsel are hereby authorized to work with the Company, and others to prepare, for submission to the Agency, all documents necessary to effect the grant of Financial Assistance, including, but not limited to, a PILOT Agreement.

**Section 8.** This Resolution shall take effect immediately.

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

|                   | <u>Aye</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> | <u>Recuse</u> |
|-------------------|------------|------------|----------------|---------------|---------------|
| Nick Canale, Jr.  | X          |            |                |               |               |
| Tom Kells         |            |            |                | X             |               |
| Tim Stahl         | X          |            |                |               |               |
| H. Leonard Schick |            |            |                | X             |               |
| Morris Sorbello   | X          |            |                |               |               |
| Gary T. Toth      | X          |            |                |               |               |
| Barry Trimble     | X          |            |                |               |               |

The resolution was thereupon declared duly adopted.

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF OSWEGO )

I, the undersigned Chief Executive Officer of the County of Oswego Industrial Development Agency, **DO HEREBY CERTIFY** that (i) I have compared the annexed extract of the minutes of the meeting of the County of Oswego Industrial Development Agency (the “**Agency**”) held on November 22, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

**I FURTHER CERTIFY** that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Article 7 of the Public Officers Law (the “**Open Meetings Law**”), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Open Meetings Law, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Agency on November 22, 2021.

---

L. Michael Treadwell  
Chief Executive Officer

(SEAL)

**EXHIBIT “A”**

**PILOT SCHEDULE**

- Term: 15 years
- Annual payments: \$5,000 per AC MW (\$22,500 in year 1, 2% escalator, compounded annually)
- Distribution of annual PILOT Payments will be based on the pro-rata share of each of the affected taxing jurisdictions for each respective year.
- Exemption: The above formula will apply only to acreage included in the Project; which shall be classified as Wholly Exempt under RPTL 412-a; the remaining portion of tax parcel (if any) and unrelated improvements will be classified as Taxable.
- Decommissioning: Prior to execution and delivery of the PILOT Agreement, the Company must provide a decommissioning plan reasonably acceptable to the Agency and the host municipality, and provide the Agency with proof of a bond or other surety in the amount equal to the cost of the decommissioning.

## FINAL APPROVING RESOLUTION

A regular meeting of the County of Oswego Industrial Development Agency was convened in public session on November 22, 2021, at 9:00 a.m., at 44 West Bridge Street, Oswego, New York.

The meeting was called to order by the Chair and, upon the roll being duly called, the following members were:

**PRESENT:** Nick Canale, Jr., Morris Sorbello, Tim Stahl, Gary T. Toth and Barry Trimble

**ABSENT:** Tom Kells and H. Leonard Schick

**ALSO PRESENT:** Kevin C. Caraccioli, Kevin LaMontagne, L. Michael Treadwell and Austin Wheelock

The following resolution was duly offered and seconded:

### **RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY IN CONNECTION WITH A PROJECT UNDERTAKEN AT THE REQUEST OF THE COMPANY**

**WHEREAS**, the County of Oswego Industrial Development Agency (the “*Agency*”) is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 234 of the Laws of 1973 of the State, as amended from time to time (collectively, the “*Act*”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

**WHEREAS**, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to grant “financial assistance” (as defined in the Act) in connection with the acquisition, construction, reconstruction, renovation, installation and equipping of one or more “projects” (as defined in the Act); and

**WHEREAS**, Omni Richland Route 28 North Solar, LLC, a New York limited liability company, or an entity formed or to be formed by it or on its behalf (the “*Company*”), submitted

an application to the Agency on or about September 30, 2021 (the “*Application*”), a copy of which is on file at the office of the Agency, requesting the Agency consider undertaking a project (the “*Project*”) consisting of: (i) the acquisition of a leasehold interest (or sub-leasehold interest) in all or a portion of approximately 202.92 acres of real property located on 1527-1566 County Route 28 (tax map no. 084.00-04-04.02) in the Town of Richland, County of Oswego, State of New York (the “*Land*”); (ii) the construction on the Land of an approximately 29.14 acre solar farm, including, but not limited to, solar panels, inverters, transformers, switchboards, energy storage system, steel beams, racking and fencing (the “*Facility*”); and (iii) the acquisition and installation in and around the Facility and/or for use in connection with the Project of various machinery, equipment, furnishings and other items of tangible personal property (collectively the “*Equipment*”) (the Land, the Facility and Equipment are hereinafter collectively referred to as the “*Project Facility*”); (B) the granting of certain financial assistance in the form of exemptions from real property taxes, mortgage recording tax (except as limited by Section 874 of the Act), State and local sales and use tax and real estate transfer tax (collectively, the “*Financial Assistance*”); and (C) the lease (or sub-lease) of the Land and the Facility by the Company (and/or the owner of the Land) to the Agency pursuant to a lease agreement; the acquisition by the Agency of an interest in the Equipment pursuant to a bill of sale from the Company; and the sublease of the Project Facility back to the Company (and/or the owner of the Land) pursuant to a sublease agreement; and

**WHEREAS**, the owners of the Land are Dean D. Nicholson and Toni L. Nicholson, and the Company will be the operator of the Project Facility; and

**WHEREAS**, the Agency conducted a public hearing with respect to the Project and the proposed Financial Assistance on November 18, 2021 pursuant to Section 859-a of the Act, notice of which was published on November 7, 2021 in The Post Standard, a newspaper of general circulation in the County of Oswego, New York and given to the chief executive officers of the affected tax jurisdictions by letter dated November 5, 2021; and

**WHEREAS**, the Company also requested that the Agency consider a payment in lieu of tax (“*PILOT*”) schedule, and such schedule constitutes a deviation from the Agency’s Uniform Tax Exemption Policy (“*UTEP*”) established pursuant to Section 874(4) of the Act; and

**WHEREAS**, by letters dated November 5, 2021, the Agency gave to the chief executive officers of the affected taxing jurisdictions notice pursuant to Section 874 of the Act of this meeting, at which the Agency would consider the Company’s request for a PILOT schedule which deviates from the UTEP; and

**WHEREAS**, prior to the date hereof, the Agency responded to all communications and correspondence received from the affected taxing jurisdictions regarding the proposed deviation from the UTEP; and

**WHEREAS**, no representatives from the affected taxing jurisdictions were present at this meeting to address the Agency regarding such proposed deviation from the UTEP; and

**WHEREAS**, the Agency adopted a resolution on October 26, 2021 (the “*Initial Resolution*”) entitled:

**RESOLUTION DETERMINING THAT THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A CERTAIN FACILITY AT THE REQUEST OF OMNI RICHLAND ROUTE 28 NORTH SOLAR, LLC CONSTITUTES A PROJECT, DESCRIBING THE FINANCIAL ASSISTANCE REQUESTED IN CONNECTION THEREWITH AND AUTHORIZING A PUBLIC HEARING**

which resolution is in full force and effect and has not been amended or modified; and

**WHEREAS**, the Agency adopted a resolution on November 22, 2021 (the “*SEQRA Resolution*”) entitled:

**RESOLUTION CLASSIFYING A CERTAIN PROJECT AS AN UNLISTED ACTION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND DETERMINING THAT THE PROJECT WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT**

which resolution is in full force and effect and has not been amended or modified;

**WHEREAS**, the Agency adopted a resolution on November 22, 2021 (the “*Inducement Resolution*”) entitled:

**RESOLUTION AUTHORIZING THE UNDERTAKING OF THE ACQUISITION, CONSTRUCTION, INSTALLATION, EQUIPPING AND COMPLETION OF A CERTAIN PROJECT; APPOINTING OMNI RICHLAND ROUTE 28 NORTH SOLAR, LLC (THE “COMPANY”) AS AGENT OF THE AGENCY FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION, INSTALLATION, EQUIPPING AND COMPLETION OF THE PROJECT; APPROVING CERTAIN FINANCIAL ASSISTANCE; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE AGENCY AND THE COMPANY**

which resolution is in full force and effect and has not been amended or modified; and

**WHEREAS**, for purposes of exemption from New York State sales and use taxation as part of the Financial Assistance requested, “sales and use taxation” shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the New York State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight; and

**WHEREAS**, the Agency has given due consideration to the Application and to representations by the Company that the provision of Financial Assistance: (i) will induce the Company to develop the Project Facility in the Town of Richland, County of Oswego; (ii) will not

result in the removal of a commercial, industrial or manufacturing plant or facility of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act; and (iii) will induce the Company to undertake the Project which will serve the purposes of the Act by advancing the health, general prosperity and economic welfare of the people of the State; and

**WHEREAS**, the Agency adopted a resolution on November 22, 2021 (the “**PILOT Resolution**”) entitled:

**RESOLUTION APPROVING A PAYMENT IN LIEU OF TAX  
SCHEDULE AND AUTHORIZING THE EXECUTION AND  
DELIVERY OF CERTAIN DOCUMENTS BY THE AGENCY  
IN CONNECTION WITH A CERTAIN PROJECT  
UNDERTAKEN AT THE REQUEST OF THE COMPANY**

which resolution is in full force and effect and has not been amended or modified;

**NOW, THEREFORE**, be it resolved by the members of the County of Oswego Industrial Development Agency, as follows:

**Section 1.** It is the policy of the State to promote the health, economic welfare, recreation opportunities and prosperity of its inhabitants and to actively promote, attract, encourage and develop recreation and economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration. It is among the purposes of the Agency to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of certain facilities, including commercial facilities, and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living.

**Section 2.** Based upon the representations and projections made by the Company to the Agency and after considering those representations, the Agency hereby makes the following determinations:

- A. Ratifies the findings in its Initial, SEQRA, Inducement and PILOT Resolutions.
- B. The granting of the Financial Assistance will be an inducement to the Company to develop the Project in the Town of Richland, County of Oswego; and will assist the Company in the construction, installation and equipping of the Project Facility.
- C. The commitment of the Agency to provide the Financial Assistance to the Company will enable the Company to acquire, construct, install, equip and complete the Project Facility.
- D. The acquisition of a controlling interest in the Project Facility by the Agency and the designation of the Company as the Agency’s agent for the acquisition, construction and/or improving, installing, equipping and completion of the Project will be an inducement to the Company to acquire, construct, improve, install, equip and

complete the Project Facility in the Town of Richland, County of Oswego, and will serve the purposes of the Act by, among other things, advancing the general prosperity and economic welfare of the inhabitants of the County of Oswego; and the granting of the Financial Assistance will assist in the financing the costs of the acquisition, construction, installation, equipping and completion of the Project Facility.

- E. The Project will not result in the removal of any commercial, industrial or manufacturing plant or facility of the Company or of any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located in the State, except as may be permitted by the Act.

**Section 3.** Subject to the conditions set forth in Section 4.02 of the Agreement, the Project Agreement (as those terms are defined in the Inducement Resolution), this Resolution, the Inducement Resolution, the SEQRA Resolution and the PILOT Resolution (collectively the “**Resolutions**”), the Agency will: (A) acquire a controlling interest in the Project Facility; (B) lease the Land and Facility from the Company (and/or the respective owners of the Land) pursuant to a lease agreement between the Agency and the Company (and/or the respective owners of the Land) (the “**Company Lease**”) and acquire an interest in the Equipment pursuant to one or more bills of sale from the Company (collectively, the “**Bill of Sale**”); sublease the Project Facility to the Company, pursuant to a sublease agreement which shall be consistent with this Resolution and approved by the Chief Executive Officer and/or the Chairman of the Board upon the advice of counsel to the Agency (the “**Agency Lease**”, and together with the Company Lease, the Bill of Sale, the Agency Lease and the Project Agreement, the “**Lease Documents**”); (C) execute and deliver a payment in lieu of tax agreement (“**PILOT Agreement**”) providing for the payment schedule approved by the Agency pursuant to the PILOT Resolution; and (D) execute and deliver any other documents necessary to effectuate the intent of the Resolutions and the granting of the Financial Assistance as contemplated by and consistent with this Resolution upon the advice of counsel to the Agency.

**Section 4.** The Chief Executive Officer and/or the Chairman of the Board are each hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver the documents and agreements identified herein and any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, to make such other changes, omissions, insertions, revisions, or amendments to the documents referred to herein and to do and cause to be done any such other acts and things, as they determine, on advice of counsel to the Agency, may be necessary or desirable to consummate the transactions contemplated by this Resolution. The execution thereof by the Chief Executive Officer and/or the Chairman of the Board shall constitute conclusive evidence of such approval.

**Section 5.** No covenant, stipulation, obligation or agreement contained in this Resolution or any document referred to above shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity. Neither the members nor officers of the Agency, nor any person executing

any documents referred to above on behalf of the Agency, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

**Section 6.** A copy of this Resolution shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

**Section 7.** The Chief Executive Officer and/or the Chairman of the Board are each hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

**Section 8.** Counsel to the Agency and special Agency counsel are hereby authorized to work with the Company, and others to prepare, for submission to the Agency, all documents necessary to effect the grant of Financial Assistance and to consummate the transactions contemplated by this Resolution.

**Section 9.** This Resolution shall take effect immediately.

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

|                   | <u>Aye</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> | <u>Recuse</u> |
|-------------------|------------|------------|----------------|---------------|---------------|
| Nick Canale, Jr.  | X          |            |                |               |               |
| Tom Kells         |            |            |                | X             |               |
| Tim Stahl         | X          |            |                |               |               |
| H. Leonard Schick |            |            |                | X             |               |
| Morris Sorbello   | X          |            |                |               |               |
| Gary T. Toth      | X          |            |                |               |               |
| Barry Trimble     | X          |            |                |               |               |

The resolution was thereupon declared duly adopted.

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF OSWEGO )

I, the undersigned Chief Executive Officer of the County of Oswego Industrial Development Agency, **DO HEREBY CERTIFY** that (i) I have compared the annexed extract of the minutes of the meeting of the County of Oswego Industrial Development Agency (the “**Agency**”) held on November 22, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

**I FURTHER CERTIFY** that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Article 7 of the Public Officers Law (the “**Open Meetings Law**”), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Open Meetings Law, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Agency on November 22, 2021.

---

L. Michael Treadwell  
Chief Executive Officer

(SEAL)

## INITIAL RESOLUTION

A regular meeting of the County of Oswego Industrial Development Agency was convened in public session on November 22, 2021, at 9:00 a.m., at 44 West Bridge Street, Oswego, New York.

The meeting was called to order by the Chair and, upon the roll being duly called, the following members were:

**PRESENT:** Nick Canale, Jr., Morris Sorbello, Tim Stahl, Gary T. Toth and Barry Trimble

**ABSENT:** Tom Kells and H. Leonard Schick

**ALSO PRESENT:** Kevin C. Caraccioli, Kevin LaMontagne, L. Michael Treadwell and Austin Wheelock

The following resolution was duly offered and seconded:

### **RESOLUTION DETERMINING THAT THE ACQUISITION, RENOVATION AND EQUIPPING OF A CERTAIN FACILITY AT THE REQUEST OF V-SQUARED MANAGEMENT, LLC CONSTITUTES A PROJECT AND DESCRIBING THE FINANCIAL ASSISTANCE REQUESTED IN CONNECTION THEREWITH AND AUTHORIZING A PUBLIC HEARING**

**WHEREAS**, the County of Oswego Industrial Development Agency (the “*Agency*”) is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 234 of the Laws of 1973 of the State of New York, as amended from time to time (collectively, the “*Act*”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

**WHEREAS**, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to grant “financial assistance” (as defined in the Act) in connection with the acquisition, reconstruction and equipping of one or more “projects” (as defined in the Act); and

**WHEREAS**, V-Squared Management, LLC, a New York limited liability company (the “*Company*”) on behalf of itself and/or entities formed or to be formed on behalf of the foregoing have submitted an application to the Agency on or about November 16, 2021 (“*Application*”), a copy of which is on file at the office of the Agency, requesting the Agency consider undertaking a project (the “*Project*”) consisting of: (A)(i) the acquisition of a leasehold interest (or sub-leasehold interest) in approximately 20.39 acres of real property located at 3326 Maple Avenue (Tax ID No. #059.12-04-05.12) in the Village of Pulaski, County of Oswego, State of New York (the “*Land*”) and the existing building located thereon (the “*Existing Facility*”); (ii) the construction of an approximately 32,000 square foot addition to the Existing Facility (the “*New Facility*” and, collectively with the Existing Facility, the “*Facility*”); and (iii) the acquisition and installation in and around the Facility and/or for use in connection with the Project of various fixtures, machinery, equipment and other tangible personal property (collectively, the “*Equipment*”) (the Land, the Facility and the Equipment being collectively referred to as the “*Project Facility*”), which Project Facility is to be leased by the Agency to the Company and further subleased by the Company to Healthway Home Products, Inc. for use as an air purification manufacturing facility; (B) the granting of certain financial assistance in the form of exemptions from real property taxes, real estate transfer taxes, mortgage recording tax (except as limited by Section 874 of the Act) and State and local sales and use tax (collectively, the “*Financial Assistance*”); and (C) the lease (or sub-lease) of the Land and the Facility by the Company to the Agency pursuant to a lease agreement; the acquisition by the Agency of an interest in the Equipment pursuant to a bill of sale from the Company; and the sublease of the Project Facility back to the Company pursuant to a sublease agreement; and

**WHEREAS**, the Company has requested that the Agency enter into a payment in lieu of tax agreement (the “*Proposed PILOT Agreement*”) with respect to the Project Facility; and

**WHEREAS**, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as “*SEQRA*”), the Agency is required to make a determination with respect to the environmental impact of any “action” (as defined by SEQRA) to be taken by the Agency and the preliminary agreement of the Agency to undertake the Project constitutes such an action; and

**WHEREAS**, the Agency has not approved undertaking the Project or the granting of the Financial Assistance; and

**WHEREAS**, the grant of Financial Assistance to the Project is subject to the Agency finding after a public hearing pursuant to Section 859-a of the Act that the Project will serve the public purposes of the Act by promoting economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State or increasing the overall number of permanent, private sector jobs in the State;

**NOW, THEREFORE**, be it resolved by the Members of the County of Oswego Industrial Development Agency as follows:

**Section 1.** Based upon the representations made by the Company to the Agency, the Agency hereby makes the following findings and determinations:

(a) The Project Facility constitutes a “project” within the meaning of the Act; and

(b) The Financial Assistance contemplated with respect to the Project consists of exemptions from State and local sales and use tax, mortgage recording tax, real property tax and real estate transfer tax.

**Section 2.** The Agency hereby directs that pursuant to Section 859-a of the Act, a public hearing with respect to the Project and Financial Assistance shall be scheduled with notice thereof published, and such notice shall further be sent to affected tax jurisdictions within which the Project is located.

**Section 3.** A copy of this Resolution shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

**Section 4.** The Chief Executive Officer and/or the Chairman of the Board is hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

**Section 5.** This Resolution shall take effect immediately.

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

|                   | <u>Aye</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> | <u>Recuse</u> |
|-------------------|------------|------------|----------------|---------------|---------------|
| Nick Canale, Jr.  | X          |            |                |               |               |
| Tom Kells         |            |            |                | X             |               |
| Tim Stahl         | X          |            |                |               |               |
| H. Leonard Schick |            |            |                | X             |               |
| Morris Sorbello   | X          |            |                |               |               |
| Gary T. Toth      | X          |            |                |               |               |
| Barry Trimble     | X          |            |                |               |               |

The resolution was thereupon declared duly adopted.

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

I, the undersigned Chief Executive Officer of the County of Oswego Industrial Development Agency, **DO HEREBY CERTIFY** that (i) I have compared the annexed extract of the minutes of the meeting of the County of Oswego Industrial Development Agency (the “*Agency*”) held on November 22, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

**I FURTHER CERTIFY** that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Article 7 of the Public Officers Law (the “*Open Meetings Law*”), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Open Meetings Law, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Agency on November 22, 2021.

\_\_\_\_\_  
L. Michael Treadwell  
Chief Executive Officer

(SEAL)

**THE COUNTY OF OSWEGO INDUSTRIAL DEVELOPMENT AGENCY**

**AND**

**[SOLAR COMPANY TO BE NAMED]**

---

**PAYMENT IN LIEU OF TAXES AGREEMENT**

**FOR THE**

**[ADDRESS OF THE SOLAR PROJECT]**

**\_\_\_\_\_ NEW YORK SOLAR PROJECT**

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**DATED AS OF \_\_\_\_\_**

**ADDITIONAL PILOT PROVISIONS RELATED TO SOLAR PROJECTS**

## INTRODUCTION

The proliferation of solar projects utilizing the straight-lease transaction process for conferring financial assistance through the use of the County of Oswego Industrial Development Agency, and the subsequent actions of solar companies selling approved projects to third parties not originally contemplated or known to the Agency at the time such financial assistance is provided, requires the Agency to implement additional, specific terms to its PILOT Agreements to address this trend in the solar energy industry. The terms added herein are designed to address multiple issues that may come up when the applicant seeks to transfer the approved project to another company. These terms are not intended to be exhaustive and may change as this growing industry evolves and the Agency attempts to keep pace with those changes.

Article VI, Section 6.11 (b) states: *The Company further acknowledges the existence of the Solar Project PILOT Deviation Policy, adopted April 28, 2020, and agrees to be bound by the policy except that the PILOT payment contained in Schedule "A" shall be controlling.* Additionally, the following terms shall be incorporated into PILOT Agreements for future solar projects seeking financial assistance from the Agency. A new Article VII is proposed to read as follows:

## ARTICLE VII

### REQUIREMENTS OF TRANSFER OR ASSIGNMENT

#### 7.1 Agency Consent Required.

In addition to the requirements contained in Article V herein, regarding the Agency's consent to any sale, transfer, assignment, pledge, mortgage, hypothecation, or other disposition or encumbrance of all or any of its rights, title, and interests in, to, and under this Agreement, the Company agrees to ensure compliance with the provisions contained in this Article and shall indemnify and hold harmless the Agency for any failure on the part of the Company or successor company in interest to the Company's rights, title and interests contained in this Agreement, inclusive of all costs, fees, penalties, and interest that accrues hereunder.

#### 7.2 Amended and Restated PILOT Agreement.

a. The Company acknowledges the Agency's right to require an amended and restated PILOT Agreement in the event the ownership of the Project Facility changes. Such a determination will be made by the Agency upon receipt of a written request to approve the sale, transfer, assignment, pledge, mortgage, hypothecation, or other disposition or encumbrance of the Project Facility, or should it come to the attention of the Agency that the Company did dispose of the Project Facility without the Agency's prior written consent.

b. As a condition of approval of a disposition or encumbrance of the Project Facility, the Company and successor company agrees to be responsible for the costs of (i) a new application fee; (ii) the legal costs for an amended and restated PILOT Agreement, inclusive of the Agency's

special counsel and general counsel legal fees; (iii) compliance with a new decommissioning plan and surety payment in an amount and manner satisfactory to the taxing jurisdiction in which the Project Facility is located, or proof that the existing decommissioning plan and surety payment is acceptable to the said taxing jurisdiction; and (iv) an administrative fee payable to the Agency in an amount equal to .0025 percent of the total PILOT payments remaining under Schedule "A" at the time the assignment or transfer is approved.

c. The Company acknowledges the Agency's right to require compliance with the Act, inclusive of a further review under SEQRA, the holding of a public hearing, and any other compliance-related matters the Agency deems necessary to give effect to this Article.

### **CONCLUSION**

Based on the foregoing, the Agency hereby declares it to be in the public interest to incorporate the terms set forth in Article VI into all subsequent PILOT Agreements involving a solar energy production facility utilizing the Agency's ability to grant financial assistance under the Act.

**RESOLUTION APPROVING THE SALE OF THE MEMBERSHIP INTERESTS IN THE COMPANY IN CONNECTION WITH FINANCIAL ASSISTANCE PROVIDED FOR A PROJECT**

A regular meeting of the County of Oswego Industrial Development Agency was convened in public session on November 22, 2021, at 9:00 a.m., at 44 West Bridge Street, Oswego, New York.

The meeting was called to order by the Chair and, upon the roll being duly called, the following members were:

**PRESENT:** Nick Canale, Jr., Morris Sorbello, Tim Stahl, Gary T. Toth and Barry Trimble

**ABSENT:** Tom Kells and H. Leonard Schick

**ALSO PRESENT:** Kevin C. Caraccioli, Kevin LaMontagne, L. Michael Treadwell and Austin Wheelock

**RESOLUTION APPROVING THE SALE OF THE MEMBERSHIP INTERESTS IN THE COMPANY IN CONNECTION WITH FINANCIAL ASSISTANCE PROVIDED FOR A PROJECT**

**WHEREAS**, the County of Oswego Industrial Development Agency (the “*Agency*”) is authorized and empowered by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “*State*”), as amended, together with Chapter 234 of the Laws of 1973 of the State of New York, as amended from time to time (collectively, the “*Act*”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, including industrial pollution control facilities, railroad facilities and certain horse racing facilities, for the purpose of promoting, attracting, encouraging and developing recreation and economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State, to improve their recreation opportunities, prosperity and standard of living, and to prevent unemployment and economic deterioration; and

**WHEREAS**, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to grant “financial assistance” (as defined in the Act) in connection with the acquisition, reconstruction and equipping of one or more “projects” (as defined in the Act); and

**WHEREAS**, pursuant to a final approving resolution duly adopted on September 30, 2020 (the “*Approving Resolution*”), the Agency approved undertaking a project (the “*Project*”) on

behalf of OYA Pulaski LLC, a Delaware limited liability company, (the “**Company**”) consisting of: (A)(i) the acquisition of a leasehold interest (or sub-leasehold interest) in all or a portion of an approximately 57.38 acre parcel of real property located at 7681 State Route 3 (tax map no. 047.00-01-23) in the Town of Richland, County of Oswego, State of New York (the “**Land**”); (ii) the construction on the Land of an approximately 17.76 acre solar power electric generating photovoltaic system, including, but not limited, to solar panels, racking inverters, transformers, switchboards, equipment pads for transformers, HV and LV wires, electric poles and other electrical and mechanical components, energy storage system and a gravel access road (the “**Facility**”); (iii) the acquisition and installation in and around the Facility and/or for use in connection with the Project of various machinery, equipment, furnishings and other items of tangible personal property (collectively the “**Equipment**”) (the Land, the Facility and Equipment are hereinafter collectively referred to as the “**Project Facility**”); (B) the granting of certain financial assistance in the form of exemptions from real property taxes and State and local sales and use tax (collectively, the “**Financial Assistance**”); and (C) the lease (or sub-lease) of the Land and the Facility by the Company (and/or the owner of the Land) to the Agency pursuant to a lease agreement; the acquisition by the Agency of an interest in the Equipment pursuant to a bill of sale from the Company; and the sublease of the Project Facility back to the Company (and/or the owner of the Land) pursuant to a sublease agreement; and

**WHEREAS**, in connection with the Project and the granting of the Financial Assistance, the Agency entered into the following documents (hereinafter collectively referred to as the “**Project Documents**”): (A) a company lease agreement, dated as of June 1, 2021 (the “**Company Lease**”) by and between the Company and the Agency, pursuant to which, among other things, the Agency acquired a leasehold interest in the Land and the improvements now or hereafter located on the Land from the Company, (B) a memorandum of company lease agreement dated as of June 1, 2021 (the “**Memorandum of Company Lease**”), (C) an agency lease agreement dated as of June 1, 2021 (the “**Lease Agreement**”) by and between the Agency and the Company, pursuant to which, among other things, the Company agreed to undertake and complete the Project as agent of the Agency and the Company further agreed to lease the Project Facility from the Agency and, as rental thereunder, to pay the Agency’s administrative fee relating to the Project and to pay all expenses incurred by the Agency with respect to the Project, (D) a memorandum of agency lease agreement dated as of June 1, 2021 (the “**Memorandum of Lease Agreement**”), (E) a Project Agreement dated as of June 1, 2021 (the “**Project Agreement**”), which sets forth the terms and conditions under which Financial Assistance shall be provided to the Company, and (F) a payment in lieu of tax agreement dated as of June 1, 2021 by and between the Agency and the Company (the “**PILOT Agreement**”) whereby the Company agreed to make certain payments in lieu of real property taxes; and

**WHEREAS**, at the time the Company entered into the Project Documents, the Company’s sole member was OYA Solar MM1 LLC (the “**Original Membership Owner**”); and

**WHEREAS**, on or about November 16, 2021, the Agency received notice from the Company that, pursuant to a membership interest purchase agreement, between the Original Membership Owner and OYA-GPC 2021 Holdco LLC (the “**New Membership Owner**”), the Original Membership Owner would sell and the New Membership Owner would purchase 100% of the membership interests in the Company; and

**WHEREAS**, the Company and the New Membership Owner satisfactorily responded to

the Agency's questions regarding the New Membership Owner and the impact of the change in ownership on the Project, the Project Facility and the Financial Assistance previously granted by the Agency to the Company with respect to the Project; and

**WHEREAS**, pursuant to Section 9.2 of the Lease Agreement the Company has requested that the Agency consent to the change in the ownership of the membership interest in the Company which the Agency may withhold in its sole and absolute discretion; and

**WHEREAS**, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "**SEQR Act**") and the regulations (the "**Regulations**") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "**SEQRA**"), the Project had been subject to an environmental review pursuant to the requirements of the State Environmental Quality Review Act and the regulations thereunder, resulting in the issuance of a Negative Declaration by the Agency by resolution dated September 30, 2020; and

**WHEREAS**, pursuant to SEQRA, the Agency must determine the potential environmental significance of its consent to the change in ownership of the membership interest in the Company (collectively, the "**Transaction**");

**NOW, THEREFORE**, be it resolved by the members of the County of Oswego Industrial Development Agency as follows:

**Section 1.** Based upon the representations made by the Company to the Agency, the Agency makes the following findings and determinations:

- (A) The Project constitutes a "project" within the meaning of the Act; and
- (B) The Transaction does not constitute a significant change from the original Project that was reviewed under the SEQRA Resolution and therefore no further or additional review under SEQRA is required; and
- (C) The Transaction is not a material change and does not require a change in the Financial Assistance previously provided by the Agency to the Company.

**Section 2.** The Agency hereby consents to the Transaction and reaffirms the approval of the grant of the Financial Assistance to the Company.

**Section 3.** A copy of this Resolution shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

**Section 4.** The Chief Executive Officer and/or the Chairman of the Board of the Agency is hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

**Section 5.** This Resolution shall take effect immediately.

|                   | <u>Aye</u> | <u>Nay</u> | <u>Abstain</u> | <u>Absent</u> | <u>Recuse</u> |
|-------------------|------------|------------|----------------|---------------|---------------|
| Nick Canale, Jr.  | X          |            |                |               |               |
| Tom Kells         |            |            |                | X             |               |
| Tim Stahl         | X          |            |                |               |               |
| H. Leonard Schick |            |            |                | X             |               |
| Morris Sorbello   | X          |            |                |               |               |
| Gary T. Toth      | X          |            |                |               |               |
| Barry Trimble     | X          |            |                |               |               |

The resolution was thereupon declared duly adopted.

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF OSWEGO )

I, the undersigned Chief Executive Officer of the County of Oswego Industrial Development Agency, **DO HEREBY CERTIFY** that (i) I have compared the annexed extract of the minutes of the meeting of the County of Oswego Industrial Development Agency (the “**Agency**”) held on November 22, 2021, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of the whole of such original insofar as the same relates to the subject matters referred to therein.

**I FURTHER CERTIFY** that (i) all members of the Agency had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Agency on November 22, 2021.

\_\_\_\_\_  
L. Michael Treadwell  
Chief Executive Officer

(SEAL)