DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

October 14, 2020

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

The owner of 60 Trinity Lane – the property directly adjacent to and sharing waterfront with Lawson Lake County Park – has agreed to sell the property to the County for $92,000. The purchase includes Mr. Coffey's home and his 25.9 acre property. This presents a unique opportunity to expand the size of our County Park, including complete control of the waterfront, while also preventing the potential alternative development of the property. Please see the attached purchase contract and tax map for additional information.

If you should have any questions, please do not hesitate to contact me.

Sincerely

Daniel P. McCoy

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel

File #: TMP-2005, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for Property Transfer

Date:	10/13/2020
Submitted By:	Lucas Rogers
Department:	County Executive
Title:	Policy Analyst
Phone:	518-447-7040
Department Rep.	
Attending Meeting:	Click or tap here to enter text.

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☒ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant
Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
John W Coffey
60 Trinity Lane
Coeymans, NY 12067

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $92,000
Scope of Services: Purchase of property directly adjacent to Lawson Lake County Park

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

<u>County Budget Accounts:</u>

Revenue Account and Line:	Click or tap here to enter text.
Revenue Amount:	Click or tap here to enter text.
Appropriation Account and Line:	A3650 44071
Appropriation Amount:	$92,000

<u>Source of Funding - (Percentages)</u>

Federal:	Click or tap here to enter text.
State:	Click or tap here to enter text.
County:	100%
Local:	Click or tap here to enter text.

<u>Term</u>

Term: (Start and end date)	Purchase
Length of Contract:	Click or tap here to enter text.

<u>Impact on Pending Litigation</u>	Yes ☐ No ☒
If yes, explain:	Click or tap here to enter text.

<u>Previous requests for Identical or Similar Action:</u>

Resolution/Law Number:	Click or tap here to enter text.
Date of Adoption:	Click or tap here to enter text.

<u>Justification</u>: (state briefly why legislative action is requested)

The owner of 60 Trinity Lane, the property directly adjacent to and sharing a waterfront with Lawson Lake County Park has agreed to sell the property to the County for $92,000. The purchase includes Mr. Coffey's home and his 25.9 acre property. This presents a unique opportunity to expand the size of our County Park, including complete control of the waterfront, while also preventing potential alternative development of the property. Please see the attached purchase contract and tax map for additional information.

CONTRACT FOR SALE
OF
REAL PROPERTY

PARTIES TO AGREEMENT

John Coffey , residing at 1716 Schoharie Turnpike, Catskill, New York 12414, hereinafter referred to as Seller; and

County of Albany a Municipal Subdivision of the State of New York with offices at 112 State Street, Albany, New York 12207, hereinafter referred to as Purchaser.

AGREEMENT

The Seller agrees to sell all of the Seller's interests in, and the Purchaser agrees to purchase the Seller's interest in the real property more particularly described on the SCHEDULE "A" attached hereto, upon all of the terms and conditions herein.

DESCRIPTION OF PROPERTY

The property being sold and purchased is a one-family residence located at: 60 Trinity Lane, in the Town of Coeymans, County of Albany, State of New York, more particularly described in SCHEDULE "A" attached; Tax Map No. 129.-2-21.

PROPERTY INCLUDED IN SALE

Plumbing, pumps, heating fixtures and light fixtures, electrical systems, storm windows and screens, built in bathroom and kitchen cabinets, if now in or on said premises are represented to be owned by the Seller and are free and clear of all liens and encumbrances and are included in the sale. Specifically included in the sale: **N/A**

DEED

The Seller shall convey the premises to the Purchaser by a Bargain & Sale Deed (with covenant against grantor's acts) in proper form for recording. The said Deed shall be prepared, duly signed and acknowledged by the Seller, and shall have attached thereto any transfer tax stamps in the proper amount, all at the Seller's expense, so as to convey to the Purchaser the fee simple of the premises free and clear of all liens and encumbrances, except as otherwise stated herein.

The deed shall convey the property subject, however, to covenants, easements, restrictions, and agreements of record which are not disclosed in SCHEDULE "A" annexed hereto providing that the same do not render the title unmarketable, and/or substantially impair the actual or intended use of the property.

EXISTING CONDITIONS & LIENS

The Seller shall convey the premises subject to:

(a) **LIENS**
The premises are being sold free and clear of any and all liens of any nature and description, except those expressly herein set forth.

(b) **EXISTING LAW**
Any and all zoning and environmental protection laws.

(c) **ASSESSMENTS**
Any unpaid installments of street, water or sewer and improvement assessments payable after the date of transfer of title to the premises.

(d) **FACTS & SURVEY**
Any state of facts which an inspection may show or an accurate survey may show providing that the same does not render the title to the property unmarketable or uninsurable.

(e) **LOCAL LAW**
All building, zoning or related ordinances or regulations of any governmental authority having competent jurisdiction over the property, providing the property as presently used is not in violation thereof, and if in violation thereof, the same is not saved or preserved by the benefit of any "grandfather" provision benefiting the use or construction.

PURCHASE PRICE

The purchase price shall be as follows:

PURCHASE PRICE	**92,000.00**
CONTRACT DEPOSIT	9,200.00
CASH AT CLOSING	82,800.00
TOTAL PURCHASE PRICE	**92,000.00**

DOWN PAYMENT

The down payment herein to the extent of **$9,200.00** shall be held in escrow in a non-interest bearing account by the attorney for the Seller, Deily & Schaefer, Attorneys, as Escrow Agent for Seller, in The Bank of Greene County at Main and Church Streets, Catskill, New York, until closing of title, or until this contract is otherwise rendered null and void pursuant to its terms, and thereafter shall be disbursed to Seller or Purchaser, as the case may be. Seller's attorney shall receive no payment for handling such amount and shall not be liable for such handling except in the case of gross negligence or willful disregard of the provisions of this contract.

AS IS CONDITION

The Purchaser is purchasing the property in **"AS IS" CONDITION WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE.**

The Purchaser acknowledges, for himself and his successors, heirs and assignees, that Purchaser has been given a reasonable opportunity to inspect and investigate the property and all improvements therein, either independently or through agents of Purchaser's choosing, and that, in purchasing the property, Purchaser is not relying on Seller or Seller's agents as to the condition of the property and/or any improvements thereon, including, but not necessarily limited to, electrical, plumbing, heating, sewage, roof, foundation, environmental condition or status, soils and geology, lot size or suitability of the property and/or its improvements for particular purposes, or that any appliances, if any, plumbing and/or that the property or improvements are structurally sound and/or in compliance with any city, county, state and/or federal statutes, code or ordinances

The closing of this transaction shall constitute an acknowledgment by Purchaser that **THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN AN "AS IS" CONDITION BASED SOLELY ON PURCHASER'S OWN INSPECTION.**

The Purchaser further understands that neither Seller nor Seller's agent warrants the square footage of the property, and Seller suggests that if the square footage is of material importance, Purchaser is to measure the property.

CLOSING

The transfer shall occur on or about **November 6, 2020**, and will be held at the law offices of DEILY & SCHAEFER, One Bridge Street, Catskill, New York,, or at such other place as agreed to by the parties.

ADDITIONAL DOCUMENTS, ETC.

In connection with the transactions contemplated by this Agreement, the parties hereto agree to execute such additional documents and papers and to perform and do such additional acts and things as may be reasonably necessary and proper to effectuate and carry out the transactions contemplated by this Agreement.

APPORTIONMENTS

The following are to be apportioned as of midnight of the day before the date of closing: (a) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed; and (b) fuel oil and/or propane, if any.

If the closing shall occur before a new bill is issued, the apportionment of taxes shall be upon the basis of the old tax bill for the preceding period applied to the latest assessed valuation.

The Seller and the Purchaser agree that any errors or omissions in computing apportionments or adjustments at the time of closing shall be corrected, and this provision shall survive the closing of title and the delivery of the deed.

PURCHASER'S LIEN

All sums paid on account of this agreement and the reasonable expense of examination of the title to said premises are hereby made liens thereon, but such liens shall not continue after default by the Purchaser under this agreement.

LIMITATION OF LIABILITY

If the Seller is unable to transfer title to the Purchaser in accordance with this agreement, the Seller's sole liability shall be to refund all money paid on account of this agreement and the Purchaser's cost of having the title examination made. Upon such refund and payment, this agreement shall be considered cancelled, and neither the Seller nor the Purchaser shall have any further rights against the other.

FIRE AND CASUALTY LOSSES

The Purchaser and the Seller agree that Section 5-1311 of the General Obligations Law of the State of New York shall apply to this agreement.

CONDITION OF PROPERTY

The Purchaser has inspected and examined the premises and is thoroughly acquainted with their condition and waives the right to receive a credit of $500.00 in

lieu of the Real Property Condition Report. The Seller has not made and does not make any representations as to the condition of the premises and the Purchaser agrees to take the same "as is".

Purchaser shall also have the right to inspect the subject premises within forty-eight hours prior to closing to insure compliance with the terms of this contract.

SELLER'S PERFORMANCE

It is agreed that, by the delivery and acceptance of the deed at the closing of title, the liabilities and responsibilities of the Seller shall be deemed to have been fully complied with and all of the Seller's covenants under this agreement to have been fully performed, except only as to those provisions which are expressly represented to survive the closing of title.

ENFORCEABLE AGREEMENT

The Contract shall be considered only as an offer to Purchaser and shall not be enforceable against the Seller until the same and all of its terms and conditions are approved by Seller and this Contract executed and delivered by and on behalf of Seller.

MODIFICATIONS and CHANGES

Neither this agreement nor any provision hereof shall be modified, changed, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of any modification change or discharge or termination is sought.

TITLES, SINGULAR/PLURAL

The titles of the articles herein are for convenience of reference and shall not be deemed to modify or affect the interpretation of this agreement. Wherever the sense of this agreement shall require, the words "Purchaser" and "Seller" shall be considered as plural.

PARTIES BOUND, POSSESSION

This agreement shall also apply to and bind the distributees, heirs, executors, administrations, successors and assigns of the respective parties. The Purchaser shall have possession upon closing of title.

ENTIRE AGREEMENT

This contract contains all of the agreements hereto. There are no other promises, terms, conditions, warranties, representations or statements made by either party to the other and each party represents to the other that he or she is not relying upon any such promise, term, condition, warranty, representation of statement in executing this agreement. This agreement shall bind and shall apply to the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally.

DEFINITIONS

Whenever gender, number or other consideration require that "Sellers" be construed as "Seller" or "Purchasers" as "Purchaser", this contract shall be interpreted whenever the sense so requires.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of __________, 2020.

COUNTY OF ALBANY

________________________________ BY________________________________

Seller - John Coffey   Purchaser –

SCHEDULE "A"

All that tract or parcel of land situate in the Town of Coeymans, Albany County, New York bounded on the north by lands now or formerly of Walter McCullouch; on the east by Lawson's Lake; on the south by the lands now or formerly of Quintus Shaller; and on the west by lands now or formerly of G.L. Leggett, which premises appeared on the assessment roll for the Town of Coeymans for the year 1885 assessed to John Rowe heirs, and being the same premises described in a deed from Frank Campbell, Comptroller of the State of New York, to Solomon C. Rowe, dated January 18, 1893, and recorded in the Albany County Clerk's Office in Book 444 of Deeds at page 342.

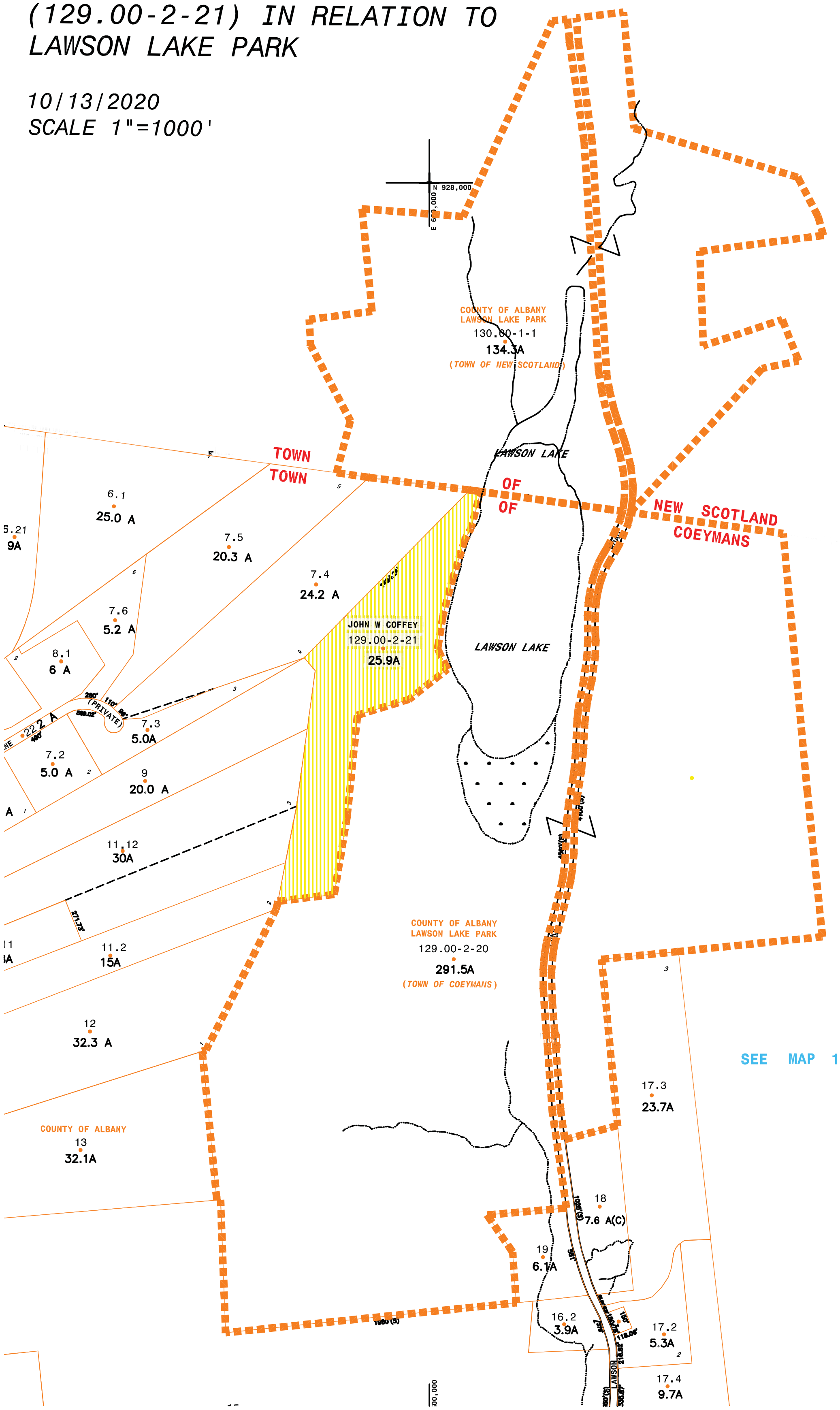
Subject to all enforceable covenants, conditions, easements, and restrictions of record.

Subject to any state of facts which an accurate survey and/or personal inspection of the premises would disclose.

Being the same premises conveyed to Linda E. Lawton, by Warranty Deed from Daniel W. Tidd as Trustee of the Eunice A. Lawton Irrevocable Intervivos Trust, dated January 28, 2008, and recorded in the Albany County Clerk's Office on January 29, 2008, in Liber 2910 of Deeds at page 5.

COMPOSITE TAX MAP SHOWING
JOHN W. COFFEY PARCEL
(129.00-2-21) IN RELATION TO
LAWSON LAKE PARK

10/13/2020
SCALE 1"=1000'



COMPOSITE TAX MAP SHOWING
JOHN W. COFFEY PARCEL
(129.00-2-21) IN RELATION TO
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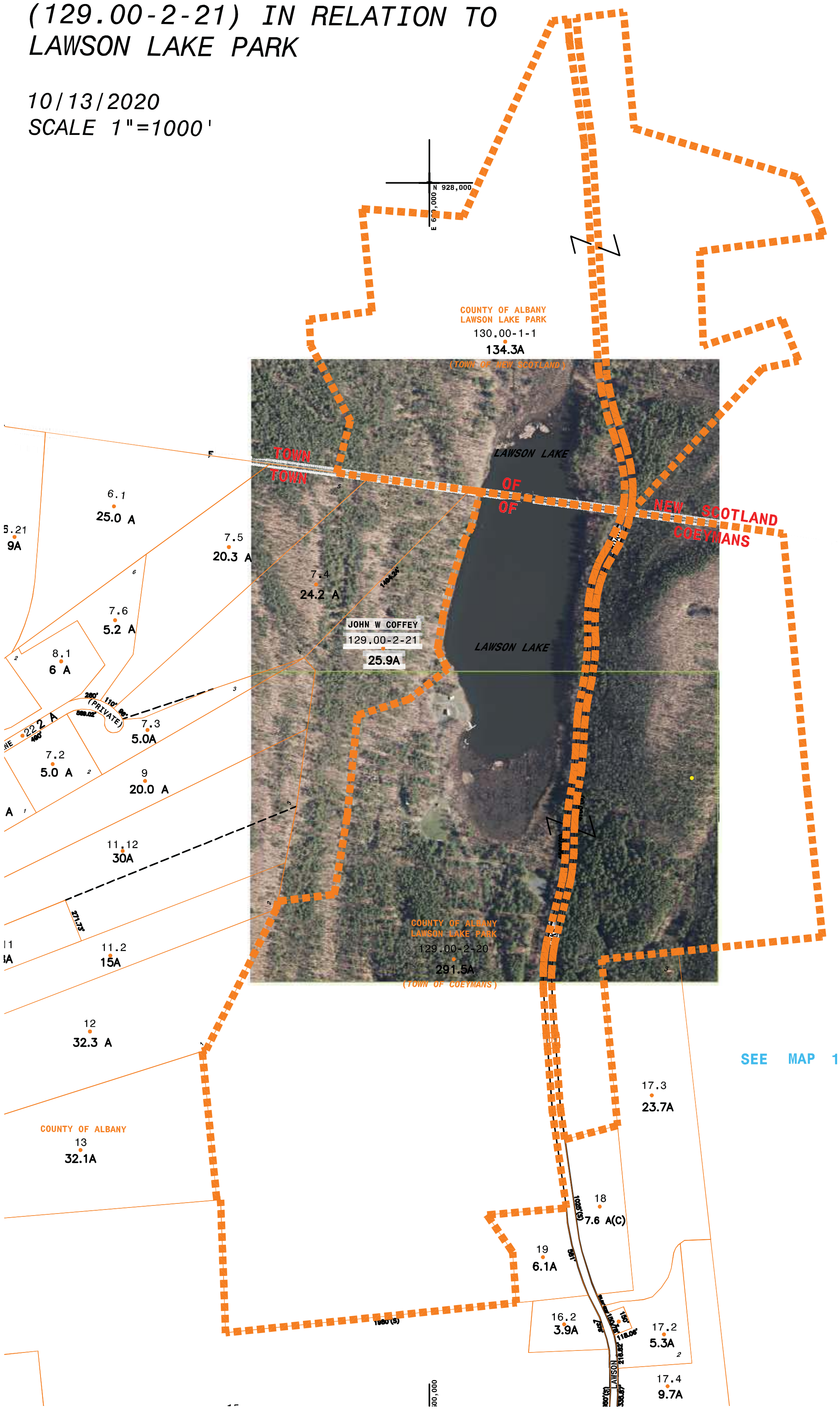
10/13/2020
SCALE 1"=1000'



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

October 5, 2020

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

The Office of the Albany County Executive respectfully requests authorization to enter into a Payment in Lieu of Taxes (PILOT) agreement with BEAVER DAM SOLAR 1, LLC. The owner is proposing to develop a 5 Megawatt AC solar energy system on a parcel of land located within the Town of Bethlehem ("Town") at 275 Beaver Dam Rd.

Real Property Tax Law (RPTL) § 487 exempts the value of a solar panel system from local property taxes. Under the law, any increase in the property value attributable to the addition of the solar panel system is exempt from property tax for fifteen years. Pursuant to §487 a taxing jurisdiction can require a solar developer to pay an annual fee or "payment- in-lieu of taxes" as a replacement for the taxes it would have otherwise collected. Under the law, PILOT amounts cannot exceed what the tax amount would have been without the exemption.

The developer proposed an annual PILOT payment of $5,000 per Megawatt AC of Capacity with a two percent annual escalator. This amount falls within the NYSERDA PILOT rate guidance for National Grid territory. Based on the size of this project the first year PILOT payment will be $25,000. The 15-year term shall commence on the first taxable status date following commencement of construction, which will result in an initial PILOT payment in April of 2022.

If you should have any questions, please do not hesitate to contact me.

Sincerely

Daniel P. McCoy

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel

File #: TMP-1892, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization to enter into a PILOT Agreement with Borrego Solar

Date:	10/7/2020
Submitted By:	Lucas Rogers
Department:	County Executive
Title:	Senior Policy Analyst
Phone:	518-447-5566
Department Rep. Attending Meeting:	Lucas Rogers

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant
Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☒ Other: (state if not listed) PILOT Agreement

Contract Terms/Conditions:

Party (Name/address):
BEAVER DAM SOLAR 1, LLC
1814 Franklin St #700
Oakland, CA 94612

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: Click or tap here to enter text.
Scope of Services: Payment in Lieu of Taxes Agreement for proposed solar energy system in the Town of Bethlehem

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☐ No ☒

County Budget Accounts:
Revenue Account and Line: Will be included in 2022 Budget
Revenue Amount: $25,000/year with two percent escalator

Appropriation Account and Line: Click or tap here to enter text.
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 11/15/2020 - 11/15/2037
Length of Contract: 17 years

Impact on Pending Litigation Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
The Office of the Albany County Executive respectfully requests authorization to enter into a Payment in Lieu of Taxes (PILOT) agreement with BEAVER DAM SOLAR 1, LLC. The owner is proposing to develop a 5 Megawatt AC solar energy system on a parcel of land located within the Town of Bethlehem ("Town") at 275 Beaver Dam Rd.

Real Property Tax Law (RPTL) § 487 exempts the value of a solar panel system from local property taxes. Under the law, any increase in the property value attributable to the addition of the solar panel system is exempt from property tax for fifteen years. Pursuant to §487 a taxing jurisdiction can require a solar developer to pay an annual fee or "payment- in-lieu of taxes" as a replacement for the taxes it would have otherwise collected. Under the law, PILOT amounts cannot exceed what the tax amount would have been without the exemption.

The developer proposed an annual PILOT payment of $5,000 per Megawatt AC of Capacity with a two percent annual escalator. This amount falls within the NYSERDA PILOT rate guidance for National Grid territory. Based on the size of this project the first year PILOT payment will be $25,000. The 15-year term shall commence on the first taxable status date following commencement of construction, which will result in an initial PILOT payment in April of 2022.

PAYMENT IN LIEU OF TAXES AGREEMENT

FOR SOLAR ENERGY SYSTEMS

between

THE COUNTY OF ALBANY, NEW YORK

and

BEAVER DAM SOLAR 1, LLC

Dated as of ________________, 2020

RELATING TO THE PREMISES LOCATED AT 275 BEAVER DAM RD (TAX MAP 121.00-3-24.2) IN THE TOWN OF BETHLEHEM, ALBANY COUNTY, NEW YORK.

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

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY, effective as of the date on the cover page, above, made by and between BEAVER DAM SOLAR 1, LLC (the "Owner) with a principal place of business located at 1814 FRANKLIN ST #700, OAKLAND, CA 94612 and

The COUNTY OF ALBANY, NEW YORK, a New York municipal corporation having principal office located at 112 State St, Albany, NY 12207 (the "Taxing Jurisdiction"). Owner and the Taxing Jurisdiction are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

<u>RECITALS</u>

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdiction that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487 (1)(b) (herein the "Project") with an expected nameplate capacity ("Capacity'') of approximately 5 Megawatts AC on a parcel of land located within the Town of Bethlehem ("Town") at 275 Beaver Dam Rd and identified as SBL # 121.00-3-24.2, as described in Exhibit A (herein the "Property"); and;

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

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

WHEREAS, the Owner has submitted or will submit to the assessor of the Town a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

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

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

1. Representations of the Parties.

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

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

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

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

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

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

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

3. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the Taxing Jurisdiction except

such as have been duly or will be obtained or made.

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

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

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

(b) Owner agrees to make annual payments to the Taxing Jurisdiction in lieu of real property taxes for the Project for a period of fifteen (15) consecutive fiscal tax years; annual payments may not exceed the amounts that would otherwise be payable but for the RPTL 487 exemption. Such 15-year term shall commence on the first taxable status date selected by Owner following commencement of the construction of the Project (the "Commencement Date"), and shall end the fifteenth fiscal year following the Commercial Operations Date. The first annual payment shall be in the amount of $5,000 per Megawatt AC of Capacity (the "Annual Payment"). Thereafter Annual Payments will escalate by two percent (2%) per year. Based on the Capacity of 5 Megawatts AC, Annual Payments to be made by Owner during the term of this Agreement shall be as listed in Exhibit B. Each Annual Payment will be paid to the Taxing Jurisdiction in accordance with Section 5 of this Agreement; and the annual payment amount and payment date will be noted on an annual bill issued by the Taxing Jurisdiction to the Owner, provided that any failure of the Taxing Jurisdiction to issue such a bill shall not relieve Owner of its obligation to make timely payments under this section.

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

3.Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project is more or less than the 5 Megawatts AC on the date when the Project is mechanically complete and Owner has commenced production of electricity, the payments set forth in Exhibit B will be increased or decreased on a pro rata basis.

4.Change in Capacity After Mechanical Completion: Adjustments to Payments. If after the Completion Date the Capacity is increased or decreased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or property or the addition of new Project equipment or property, the Annual Payments set forth in Exhibit B shall be increased or decreased on a pro rata basis for the remaining years of the Agreement.

5.Payment Collection.

Payments pursuant to this Agreement to the Taxing Jurisdiction shall be made payable to the County Treasurer and mailed to the County of Albany, c/o 112 State Street, Albany, New York 12207, and are due no later than April 15th of each year.

All late payments shall accrue interest at the statutory rate for late tax payments under New York Law. Owner shall pay the reasonable attorney fees, court and other costs incurred by the Taxing Jurisdiction in the collection of the unpaid amounts. All payments by the Owner hereunder shall be paid in lawful money of the United States of America.

6.Tax Status. Separate Tax Lot. The Taxing Jurisdiction agrees that during the term of this Agreement, the Taxing Jurisdiction will not assess Owner for any real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Taxing Jurisdiction agrees that this Agreement will exclusively govern the payments of all such taxes, provided, however, that this Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdiction to the Project. Nothing in this Agreement shall limit the right of the Owner to challenge the assessment of the Project pursuant to the RPTL.

7.No Assignments Without Prior Notice; Binding Effect.

(a) This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdiction which consent may not be unreasonably withheld or delayed, if the Assignee is reasonably acceptable to the Taxing Jurisdiction as being financially qualified to assume and has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdiction, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the reasonable satisfaction of the Taxing Jurisdiction, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A Notice of this Agreement may be recorded by Owner and the Taxing Jurisdiction shall cooperate in the execution of required Assignments with the Owner and its successors. Owner may, with advance written notice to the Taxing Jurisdiction and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

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

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

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

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

If to Owner:

Beaver Dam Solar 1, LLC
c/o Borrego Solar Systems, Inc.
1814 Franklin Street, Suite 700
Oakland, CA 94612

With a copy to:

Borrego Solar Systems, Inc.
1814 Franklin Street, Suite 700
Oakland, CA 94612
Attn: Legal Department

If to the Taxing Jurisdiction:

Attn:

Albany County Executive
112 State Street
Albany, New York 12207

With a copy to:

Albany County Attorney
112 State Street
Albany, New York 12207

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

11.Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdiction each consent to the jurisdiction of the New York courts in and for the County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

12.Termination Rights of the Owner. Owner may terminate this Agreement at any time by Notice to the Taxing Jurisdiction. Upon receipt of the Notice of Termination, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of the Taxing Jurisdiction. Owner shall be liable for all PILOT payments due in the year of termination, except that if Owner is required to pay any part-year real property taxes, the PILOT payment for that year shall be reduced pro rata so that the Owner is not required to pay both PILOT payments and real property taxes for any period of time.

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

a. Owner fails to make timely payments required under this Agreement, unless such payment is received by the Taxing Jurisdiction within the 30-day notice period with interest as stated in this Agreement

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

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

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

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

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

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

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

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

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

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

TAXING JURISDICTION

The County of Albany, New York

*By*______________________________
Daniel C. McCoy
Albany County Executive

Date

OWNER

BEAVER DAM SOLAR 1, LLC

By: 1115 Solar Development, LLC,
its sole member and manager

*By*______________________________
Brendan Neagle
VP Project Finance

Date

EXHIBIT A

Description of Land

Lease Area

All that tract or parcel of land being a Proposed Lease Area situate in the Town of Bethlehem, County of Albany and State of New York; being bounded and described as follows:

Beginning at the southeast corner of said Proposed Lease Area, said point being South 46°56'35" West a distance of 261.58 feet from the northwest corner of lands of Lori A. Scott and John J. Scott (L 3102, P 521); running thence along the bounds of said Proposed Lease Area, running through the lands of Paul Brian Pagnotta and Jennifer Cerulli-Pagnotta (Instrument R 2016, P 18618) the following twenty courses and distances:

1) North 60°00'00" West 315.20 feet;

2) North 59°58'58" West 174.24 feet;

3) North 39°26'28" West 196.53 feet;

4) North 05°32'49" East 697.20 feet;

5) North 30°11'07" East 257.74 feet;

6) South 69°55'52" East 120.94 feet;

7) South 60°00'00" East 124.50 feet;

8) South 07°20'46" West 412.34 feet;

9) South 60°00'00" East 68.00 feet;

10) South 29°59'58" West 47.98 feet;

11) South 60°02'42" East 185.18 feet;

12) North 30°00'00" East 437.62 feet;

13) North 87°50'34" East 613.18 feet;

14) South 60°00'00" East 404.48 feet;

15) South 10°03'13" West 167.05 feet;

16) South 60°00'00" East 91.94 feet;

17) South 30°00'54" West 349.95 feet;

18) South 68°24'46" West 559.44 feet;

19) North 59°59'56" West 419.24 feet;

20) South 30°00'00" West 372.63 feet;

feet to the point of beginning. Containing 30.718 acres of land. Bearings refer to True North.

For details of monumentation and other evidence reference is hereby made to a map entitled "Lease Exhibit of a Proposed Leasehold Premises of Paul Brian Pagnotta and Jennifer Cerulli-Pagnotta ...", dated October 29, 2019, prepared by Lawson Surveying and Mapping, Oneonta, N.Y.

ACCESS & UTILITY EASEMENT

All that tract or parcel of land being a Proposed Access & Utility Easement situate in the Town of Bethlehem, County of Albany and State of New York; being bounded and described as follows:

Beginning at the northeast corner of said Proposed Access & Utility easement, said point being South 60°00'00" East 20.00 feet from the Southeast corner of a Proposed Lease Area; running thence along the bounds of said Proposed Access & Utility easement, running through the lands of Paul Brian Pagnotta and Jennifer Cerulli-Pagnotta (Instrument R 2016, P 18618) the following twenty-two courses and distances:

1) South 30°00'00" West 197.38 feet;

2) South 59°29'19" West 499.17 feet;

3) on a curve to the left, with a radius of 80.00 feet, an arc length of 73.31 feet and a Delta angle of 52°30'23";

4) South 05°34'49" West 532.94 feet;

5) South 67°43'14" East 52.20 feet;

6) South 05°34'49" West 60.00 feet;

7) South 80°03'22" West 56.04 feet;

8) South 05°34'49" West 159.19 feet;

9) South 19°46'55" West 76.04 feet;

10) South 06°59'02" West 338.87 feet;

11) South 08°25'36" West 387.83 feet to a point on the northerly bounds of Beaver Dam Road;

12) North 79°24'10" West 56.04 feet along the northerly bounds of Beaver Dam Road;

13) North 08°25'45" East 384.29 feet;

14) North 06°59'02" East 343.30 feet;

15) North 18°56'48" East 80.15 feet;

16) North 05°34'49" East 772.06 feet;

17) on a curve to the right, with a radius of 140.00 feet, an arc length of 128.89 feet and a Delta angle of 52°44'51";

18) North 59°29'19" East 484.25 feet;

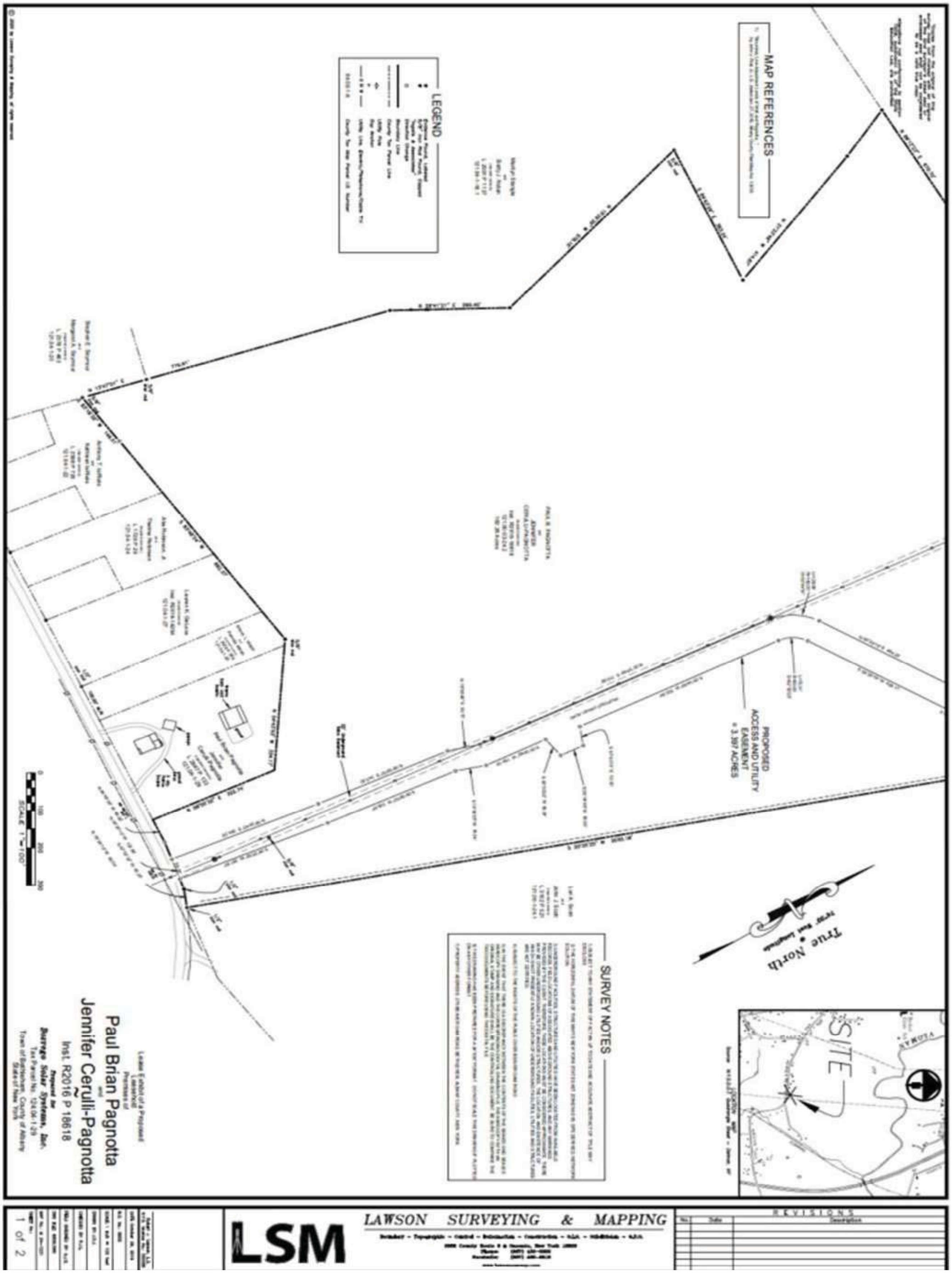
19) North 15°28'20" East 74.21 feet;

20) North 59°40'31" West 31.97 feet;

21) North 30°19'29" East 109.58 feet to a point on the southerly bounds of a proposed Lease Area;

22) South 60°00'00" East 109.96 feet along the southerly bounds of said prosed Lease Area;

to the point of beginning. Containing 3.397 acres of land. Bearings refer to True North. For details of monumentation and other evidence reference is hereby made to a map entitled "Lease Exhibit of a Proposed Leasehold Premises of Paul Brian Pagnotta and Jennifer Cerulli-Pagnotta ...", dated October 29, 2019, prepared by Lawson Surveying and Mapping, Oneonta, N.Y.



MAP REFERENCES
LEGEND
PROPOSED ACCESS AND UTILITY EASEMENT ± 3.397 ACRES
True North
SURVEY NOTES
SITE
Paul Brian Pagnotta
Jennifer Cerulli-Pagnotta
Inst. R2016 P 18618
LSM
LAWSON SURVEYING & MAPPING
REVISIONS
1 of 2

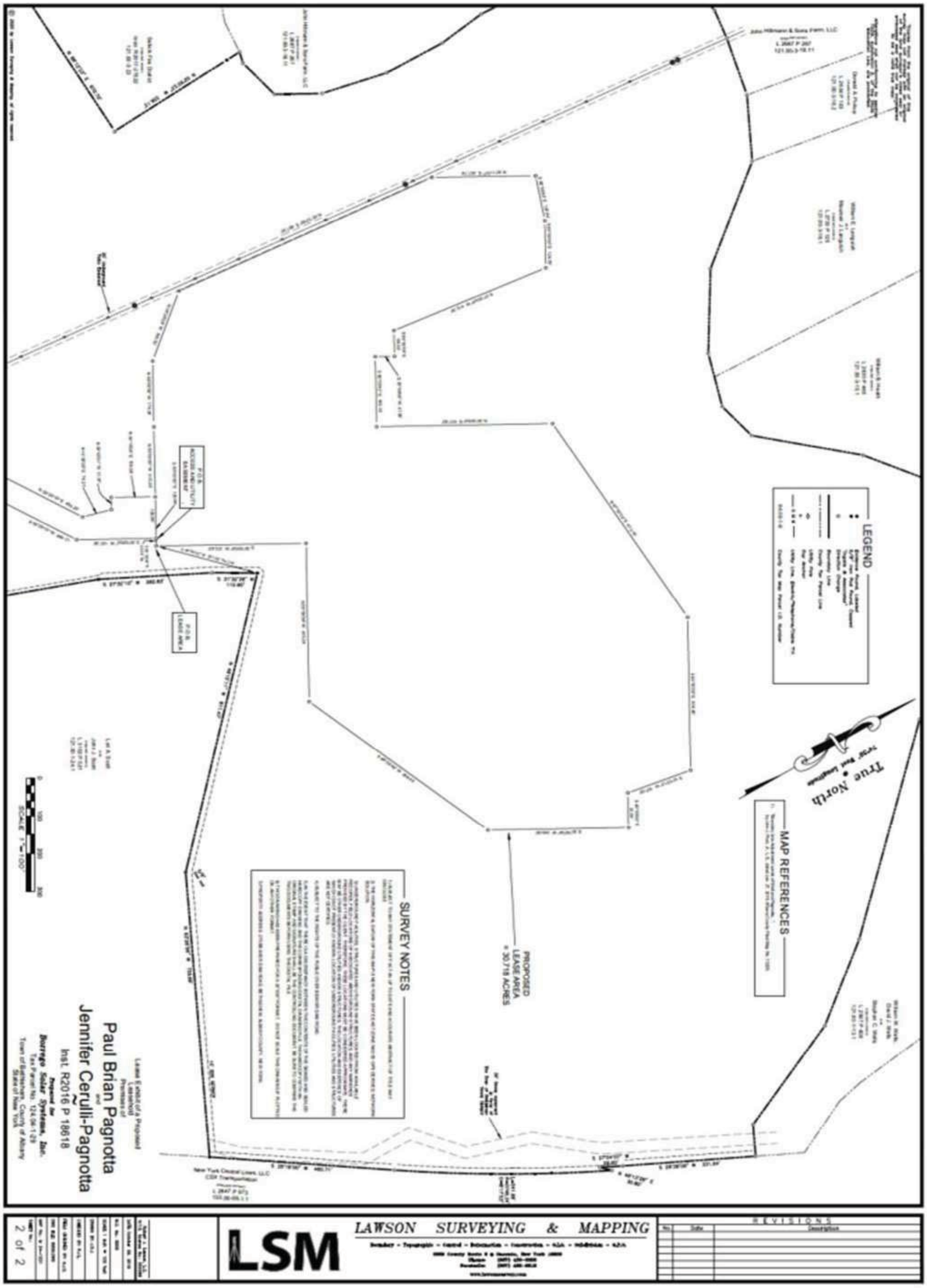

LEGEND
MAP REFERENCES
True North
PROPOSED
LEASE AREA
± 30.718 ACRES
SURVEY NOTES
P.O.B.
LEASE AREA
Paul Brian Pagnotta
and
Jennifer Cerulli-Pagnotta
Inst. R2016 P 18618
New York Central Lines, LLC
LAWSON SURVEYING & MAPPING
LSM
REVISIONS
2 of 2

EXHIBIT B

PILOT Amount	$ 25,000.00	Escalator:	2%
Year		**Year Payment Amount**	
1		$ 25,000.00	
2		$ 25,500.00	
3		$ 26,010.00	
4		$ 26,530.20	
5		$ 27,060.80	
6		$ 27,602.02	
7		$ 28,154.06	
8		$ 28,717.14	
9		$ 29,291.48	
10		$ 29,877.31	
11		$ 30,474.86	
12		$ 31,084.36	
13		$ 31,706.04	
14		$ 32,340.17	
15		$ 32,986.97	

Solar Payment-In-Lieu-Of-Taxes (PILOT)

Assisting New York State municipalities considering PILOT agreements for community solar projects larger than one megawatt.

NEW YORK STATE OF OPPORTUNITY. | NYSERDA

Solar Guidebook for Local Governments
NYSERDA 17 Columbia Circle Albany, NY 12203

Section Content

Overview

The following toolkit is for local governments in New York State who are considering a payment-in-lieu-of-taxes (PILOT) agreement for solar projects larger than one megawatt (MW). We provide resources for local governments to gain more information on PILOT agreements. A few notable resources within the toolkit are the New York Model Solar Energy PILOT Law, Model Solar PILOT Agreement for a single jurisdiction, and the PILOT calculator for taxing jurisdictions, which can be accessed here and under the PILOT toolkit section below.[18]

1. Community Solar

In addition to residential, commercial, and municipal projects, a relatively new kind of solar project, "community solar," has emerged as an efficient and affordable way for all New Yorkers to gain access to clean energy. Community solar projects are much larger, typically in the 2-5MW range and allow individuals (including renters and others who cannot install a system on their own roof) to purchase individual panels or some fraction of the electricity the entire system generates. These customers receive credits for this electricity on their monthly utility bills.

A community solar project brings revenues and benefits to a community and its residents in several ways. The owner of a project site will typically lease land to the solar company in return for lease payments. Community solar customers, which may include municipalities, businesses, and residents, save money on their utility bills. Taxing jurisdictions can benefit from PILOT payments. At the same time, given the passive nature of a solar array, a solar project does not create increased demands on municipal services and infrastructure.

2. Real Property Tax Law (RPTL) § 487

As a measure to promote the installation of clean energy sources, the New York State legislature adopted a section of the RPTL § 487 that exempts the value of a solar panel system from local property taxes.[19] Under the law, any increase in the property value attributable to the addition of the solar panel system is exempt from property tax. The RPTL § 487 exemption has been a cornerstone of the State's efforts to meet its clean energy goals, providing essential economic incentives for solar. The law does, however, allow any taxing jurisdiction (town, school, etc.) to "opt-out" of the tax exemption by adopting a local law or resolution, making the added value of a solar panel system fully taxable. Alternatively, a taxing jurisdiction that does not opt-out can require a solar developer to pay an annual fee or "payment- in-lieu of taxes" as a replacement for the taxes it would have otherwise collected. Under the law, PILOT amounts cannot exceed what the tax amount would have been without the exemption. Additionally, the law does not allow jurisdictions to partially opt out of the law to generate tax revenue from large solar projects while exempting the small systems of homeowners. Opting out of RPTL § 487 makes community solar projects financially unviable and makes homeowners' rooftop systems more expensive.

[18] The terms "taxing jurisdictions" and "jurisdictions" include counties, cities, towns, villages and school districts.

[19] New York State Real Property Tax Law § 487 provides a 15-year real property tax exemption for properties located in New York State with renewable energy systems, including solar electric systems. The law applies only to the value that a solar electric system adds to the overall value of the property; it does not mean that landowners with an installed renewable energy system are exempt from all property tax. Local governments have the option to opt out of RPTL § 487 and tax solar projects at the full property tax rate, but doing so can impact project economics in a way that unintentionally prohibits developers from building projects. For more information on RPTL § 487, see Understanding New York State's Real Property Tax Law § 487 fact sheet. A local government that does not opt out of RPTL § 487 can still generate revenue through PILOT agreements.

NYSERDA understands that many communities have little or no experience with solar PILOT agreements or with assessing the value of large-scale solar projects. Information is difficult to obtain by consulting other communities because few communities have completed large-scale solar projects.

Two common questions have arisen from New York State municipal officials and other interested parties:

(1) If we do not opt-out and seek a PILOT, what is a fair PILOT amount based on what projects can afford?

(2) What are the steps to negotiate a successful PILOT agreement?

The answer to the first question is complicated, as PILOTs are often negotiated for individual projects, and the PILOT amount a project can afford depends on many factors, including construction and maintenance costs, and the amount of revenue from electricity sales. From the point of view of solar developers, if the PILOT amount is too high, they will not be able to make the project economically feasible and will not proceed. So, the amount of revenue available for a PILOT is dependent on the overall project economics. The first question then becomes, "What PILOT amount will allow the jurisdiction and its residents to enjoy the benefits of the project, but will not make the project financially unviable and unattractive to a developer?"

NYSERDA's research indicates that PILOT rates should be negotiable between 1% and 3% of the compensation solar developers receive for the electricity their projects generate.[20] This research includes an independent analysis of current solar market data and an analysis of solar project compensation rates established under the preliminary value stack in the New York Public Service Commission's March 2017 Value of Distributed Energy Resources (VDER) order. The new solar energy compensation methodology will likely reduce project revenue. NYSERDA will review and update its PILOT guidance regularly; taxing jurisdictions are encouraged to adjust their PILOT rates accordingly.

NYSERDA offers the Solar PILOT Toolkit as a resource to help municipalities and solar developers negotiate successful PILOT agreements. The following describes the Toolkit's contents.

3. Solar PILOT Toolkit

3.1 The Model Solar PILOT Law

The Model Solar PILOT Law, or resolution, provides a sample template for jurisdictions that wish to establish the legal authority to implement a formulaic, jurisdiction-wide PILOT agreement process with solar developers. The model law cites the appropriate laws to do so and includes blank fields for jurisdictions to fill in. The model law exempts projects smaller than 1 MW AC as the amount of PILOT revenue may not justify the cost of negotiating the PILOT.

3.2 The Model Solar PILOT Agreement

Only jurisdictions that do not opt out of RPTL § 487 may enter PILOT agreements. The Model Solar PILOT Agreement provides a draft contract that jurisdictions can sign with solar developers. The agreement can be tailored to meet a jurisdiction's specific needs and includes blank fields for the jurisdiction to fill in. Jurisdictions may negotiate PILOT rates with solar developers on a project-by-project basis or may adopt a jurisdiction-wide rate for certain types of solar panel systems, typically in the form of annual payments based on a dollar-per-MW rate.

[20] NYSERDA continuously assesses market data and Public Service Commission proceedings and may revise this Toolkit when appropriate.

3.3 The Solar PILOT Calculator

The Solar PILOT Calculator can be accessed here.

This tool provides PILOT rate guidance for solar projects and includes two separate calculators.[21] Calculator One should be used to set a uniform PILOT rate across an entire jurisdiction.

The following table displays sample PILOT rates generated by Calculator One for a 2-MW AC community solar project in each utility service territory. The "Low" and "High" rates represent 1% and 3% of the compensation solar developers receive for the electricity their projects generate. NYSERDA's research of solar project economics across the State indicates that such projects should be able to afford rates within this range.

	Low ($/MW AC)	High ($/MW AC)
Central Hudson	$2,600	$7,600
Orange & Rockland	$3,200	$9,500
National Grid	$1,700	$5,100
NYSEG	$1,700	$5,000
Con Edison	$3,700	$11,100
Rochester Gas & Electric	$1,700	$5,000

Calculator Two should be used to set PILOT rates on a project-by-project basis. It is highly customizable, taking into account extensive project-specific data and all factors affecting solar project economics. Users may accept the default values but are encouraged to enter project-specific data. Calculator Two estimates PILOT rates based on the net present value of a project's unlevered cash flow that achieves a specified pre-tax internal rate of return.

[21] Each calculator's outputs reflect the sum total of all PILOT payments, property taxes from taxing jurisdictions which have opted-out of the exemption, and special district taxes (which are not exempt under RPTL § 487).

4. New York Model Solar Energy System PILOT Law

The workable version of this document can be found at nyserda.ny.gov/SolarGuidebook, under the PILOT tab.

§1. Title

This Local Law [if for a school district, change "Law" to "Resolution" throughout this document] may be cited as the "Solar Energy System PILOT Law of the [Village/Town/City/County/School District] of ______, New York."

§2. Purpose

This Local Law [Resolution] is adopted to ensure that the benefits of the community's solar energy resource are available to the entire community, by promoting the installation of solar energy generating equipment through a payment-in-lieu-taxes (PILOT), granting reduced costs to system developers and energy consumers, and providing a revenue stream to the entire community.

§3. Authority [IF MUNICIPALITY]

This Local Law is adopted under the authority granted by
1. Article IX of the New York State Constitution, §2(c)(8),
2. New York Statute of Local Governments, § 10 (5),
3. New York Municipal Home Rule Law, § 10 (1)(i) and (ii) and §10 (1)(a)(8), and
4. New York Real Property Tax Law § 487(9).

§3. Authority [IF SCHOOL DISTRICT]

This Resolution is adopted under the authority granted by New York Real Property Tax Law § 487(9).

§4. Definitions

1. "Annual Payment" means the payment due under a PILOT Agreement entered into pursuant to Real Property Tax Law § 487(9).
2. "Annual Payment Date" means January 1st of each year [September 1st for school districts].
3. "Capacity" means the manufacturer's nameplate capacity of the Solar Energy System as measured in kilowatts (kW) or megawatts (MW) AC.
4. "Owner" means the owner of the property on which a Solar Energy System is located or installed, or their lessee, licensee or other person authorized to install and operate a Solar Energy System on the property.
5. "Residential Solar Energy Systems" means a Solar Energy System with a nameplate generating capacity less than 50 kW AC in size, installed on the roof or the property of a residential dwelling (including multi-family dwellings), and designed to serve that dwelling.
6. "Solar Energy Equipment" means collectors, controls, energy storage devices, heat pumps and pumps, heat exchangers, windmills, and other materials, hardware or equipment necessary to the process by which solar radiation is (i) collected, (ii) converted into another form of energy such as thermal, electrical, mechanical or chemical, (iii) stored, (iv) protected from unnecessary dissipation and (v) distributed. It does not include pipes, controls, insulation or other equipment which are part of the normal heating, cooling, or insulation system of a building. It does include insulated glazing or insulation to the extent that such materials exceed the energy efficiency standards required by New York law.
7. "Solar Energy System" means an arrangement or combination of Solar Energy Equipment designed to provide heating, cooling, hot water, or mechanical, chemical, or electrical energy by the collection of solar energy and its conversion, storage, protection and distribution.

§5. PILOT Required

1. The owner of a property on which a Solar Energy System is located or installed (including any improvement, reconstruction, or replacement thereof), shall enter into a PILOT Agreement with the [Village/Town/City/County/School District] consistent with the terms of this Local Law [Resolution], except for
   a) Residential Solar Energy Systems
   b) Solar Energy Systems that do not seek or qualify for an exemption from real property taxes pursuant to Real Property Tax Law § 487(4).

2. The Lessee or licensee of any owner of a property required to enter into a PILOT Agreement by this section, which owns or controls the Solar Energy System, may enter into the PILOT Agreement on behalf of the owner of the property.

3. Upon receipt of any notification from an owner or other person of intent to install a Solar Energy System, the [title of appropriate official, e.g., Town Supervisor, Superintendent, Building Inspector] shall immediately, but in no case more than sixty days after receipt of the notification, notify the owner or other person of the mandatory requirement for a PILOT Agreement pursuant to the terms of this Local Law [Resolution].

4. Nothing in this Local Law [Resolution] shall exempt any requirement for compliance with state and local codes for the installation of any solar energy equipment or a solar energy system, or authorize the installation of any solar energy equipment or a solar energy system. All solar energy systems must file a Real Property Tax Exemption application pursuant to Real Property Tax Law § 487 to receive a tax exemption.

§6. Contents of PILOT Agreements

1. Each PILOT Agreement entered into shall include

   a) Name and contact information of the Owner or other party authorized to act upon behalf of the Owner of the Solar Energy System.
   b) The SBL number for each parcel or portion of a parcel on which the Solar Energy System will be located.
   c) A requirement for fifteen successive annual payments, to be paid commencing on the first Annual Payment Date after the effective date of the Real Property Tax Exemption granted pursuant to Real Property Tax Law § 487.
   d) The Capacity of the Solar Energy System, and that if the Capacity is increased or increased as a result of a system upgrade, replacement, partial removal or retirement of Solar Energy Equipment, the annual payments shall be increased or decreased on a pro rata basis for the remaining years of the Agreement.
   e) That the parties agree that under the authority of Real Property Tax Law § 487 the Solar Energy System shall be considered exempt from real property taxes for the fifteen- year life of the PILOT Agreement.
   f) That the PILOT Agreement may not be assigned without the prior written consent of the [Village/Town/City/County/School District], which consent may not be unreasonably withheld if the Assignee has agreed in writing to accept all obligations of the Owner, except that the Owner may, with advance written notice to the [Village/Town/City/County/School District] but without prior consent, assign its payment obligations under the PILOT Agreement to an affiliate of the Owner or to any party who has provided or is providing financing to the Owner for or related to the Solar Energy System, and has agreed in writing to accept all payment obligations of the Owner.
   g) That a Notice of this Agreement may be recorded by the Owner at its expense, and that the [Village/Town/City/County/School District] shall cooperate in the execution of any Notices or Assignments with the Owner and its successors.
   h) That the Annual Payment shall be
      i) For Solar Energy Systems with a Capacity greater than 1 MW and less than 5MW, $____per MW of Capacity.
      ii) For Solar Energy Systems with a Capacity greater than 5MW will be determined on a case by case basis.
   i) That the Annual Payment shall escalate ___ percent (___%) per year, starting with the second Annual Payment.
   j. That if the Annual Payment is not paid when due, that upon failure to cure within thirty days, the [Village/Town/City/County/School District] may cancel the PILOT Agreement without notice to the Owner, and the Solar Energy System shall thereafter be subject to taxation at its full assessed value.

§7. Severability

Should any provision of this Local Law [Resolution] be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of this Local Law [Resolution] as a whole or any part thereof other than the part so decided to be unconstitutional or invalid.

§8. Effective Date

This Local Law [Resolution] shall be effective upon its filing with the Secretary of State in accordance with the Municipal Home Rule Law, and shall apply to all solar energy systems constructed.

5. Model Solar PILOT Agreement for a Single Jurisdiction

The workable version of this document can be found at nyserda.ny.gov/SolarGuidebook, under the PILOT tab.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS

between

[NAME OF TAXING JURISDICTION]

and

[NAME OF OWNER]

Dated as of ___________________________, 2017

RELATING TO THE PREMISES LOCATED AT_________________________
(TAX MAP _______________) IN THE (TOWN/COUNTY/VILLAGE,
____________________COUNTY, NEW YORK.

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

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY, effective as of the date on the cover page, above, by and between [ENTER OWNER NAME] (the "Owner"), a Owner, with a principal place of business located at____ [ENTER ADDRESS]; and [choose ONE as appropriate]

the [ENTER SCHOOL DISTRICT NAME], (the "School District"), a school district duly established with a principal place of business located at ______ [ENTER ADDRESS];

the [Village/Town/City] of _____________________, New York, (the "Town"), a municipal corporation duly established in County with a principal place of business located at________[ENTER ADDRESS];

the County of ___, New York, a municipal corporation duly established with a principal place of business located at_____ [ENTER ADDRESS] (the "County");

the School District/Town/County is herein referred to as the "Taxing Jurisdiction." Owner and the Taxing Jurisdiction are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdiction that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487 (1)(b) (herein the "Project") with an expected nameplate capacity ("Capacity'') of approximately___Megawatts AC on a parcel of land located within the Village/Town/City at _______ and identified as SBL # ___, as described in Exhibit A (herein the "Property"); and;

WHEREAS, the Taxing Jurisdiction has not opted out of RPTL Section 487; and WHEREAS, pursuant to RPTL Section 487 (9)(a), the Taxing Jurisdiction has indicated its intent to require a Payment in Lieu of Taxes ("PILOT") Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to the Taxing Jurisdiction for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the assessor of the (Village/Town/City) a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

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

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

1. Representations of the Parties.

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

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

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

3. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation, Certificate of Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdiction or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result

in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

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

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

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

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

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

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

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

(b)Owner agrees to make annual payments to the Taxing Jurisdiction in lieu of real property taxes for the Project for a period of fifteen (15) consecutive fiscal tax years; annual payments may not exceed the amounts that would otherwise be payable but for the RPTL 487 exemption. Such 15-year term shall commence on the first taxable status date selected by Owner following commencement of the construction of the Project (the "Commencement Date"), and shall end the fifteenth fiscal year following the Commercial Operations Date. The first annual payment shall be in the amount of $__per Megawatt AC of Capacity (the "Annual Payment"). Thereafter Annual Payments will escalate by ___ percent (___%) per year. Based on the Capacity of______Megawatts AC, Annual Payments to be made by Owner during the term of this Agreement shall be as listed in Exhibit B. Each Annual Payment will be paid to the Taxing Jurisdiction in accordance with Section 5 of this Agreement; and the annual payment amount and payment date will be noted on an annual bill issued by the Taxing Jurisdiction to the Owner, provided that any failure of the Taxing Jurisdiction to issue such a bill shall not relieve Owner of its obligation to make timely payments under this section.

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

3. Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project is more or less than the_____Megawatts AC on the date when the Project is mechanically complete, and Owner has commenced production of electricity, the payments set forth in Exhibit B will be increased or decreased on a pro rata basis.

4. Change in Capacity After Mechanical Completion: Adjustments to Payments. If after the Completion Date the Capacity is increased or decreased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or property or the addition of new Project equipment or property, the Annual Payments set forth in Exhibit B shall be increased or decreased on a pro rata basis for the remaining years of the Agreement.

5. Payment Collection. (depending on the type of jurisdiction – choose ONE)

Payments for the School District shall be made payable to the_________________ School District and mailed to the School District, c/o the Superintendent's Office, located at [ENTER SCHOOL DISTRICT ADDRESS] and are due no later than September 15th of each year.

Payments for the Town shall be made payable to the Town of_________and mailed to the Town of _____________ , c/o the Town of ______ Supervisor's Office, located at [ENTER TOWN ADDRESS] and are due no later than February 15th of each year.

Payments for the County shall be made payable to the County Treasurer and mailed to the County of ______, c/o [ENTER COUNTY ADDRESS], and are due no later than February 15th of each year.

All late payments shall accrue interest at the statutory rate for late tax payments under New York Law. Owner shall pay the reasonable attorney fees, court and other costs incurred by the Taxing Jurisdiction in the collection of the unpaid amounts. All payments by the Owner hereunder shall be paid in lawful money of the United States of America.

6. Tax Status. Separate Tax Lot. The Taxing Jurisdiction agrees that during the term of this Agreement, the Taxing Jurisdiction will not assess Owner for any real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Taxing Jurisdiction agrees that this Agreement will exclusively govern the payments of all such taxes, provided, however, that this Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdiction to the Project. Nothing in this Agreement shall limit the right of the Owner to challenge the assessment of the Project pursuant to the RPTL.

7. No Assignments Without Prior Notice; Binding Effect.

(a) This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdiction; such consent may not be unreasonably withheld if the Assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdiction, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the reasonable satisfaction of the Taxing Jurisdiction, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A Notice of this Agreement may be recorded by Owner and the Taxing Jurisdiction shall cooperate in the execution of required Assignments with the Owner and its successors. Owner may, with advance written notice to the Taxing Jurisdiction and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

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

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

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

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

If to Owner:

With a copy to:

If to the Taxing Jurisdiction: Attn: Superintendent
Mayor
Town Supervisor County

With a copy to:

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

11. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdiction each consent to the jurisdiction of the New York courts in and for the County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

12. Termination Rights of the Owner. Owner may terminate this Agreement at any time by Notice to the Taxing Jurisdiction. Upon receipt of the Notice of Termination, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of the Taxing Jurisdiction. Owner shall be liable for all PILOT payments due in the year of termination, except that if Owner is required to pay any part-year real property taxes, the PILOT payment for that year shall be reduced pro rata so that the Owner is not required to pay both PILOT payments and real property taxes for any period of time.

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

a. Owner fails to make timely payments required under this Agreement, unless such payment is received by the Taxing Jurisdiction within the 30-day notice period with interest as stated in this Agreement

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

14. Remedies; Waiver and Notice.

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

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

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

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

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

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

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

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

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

____
By:

____
Name

____
Title

____
Date

____
Superintendent/Supervisor/County Official

____
Date

EXHIBIT A

Description of Land

EXHIBIT B

Year	Payment Amount

Questions?

If you have any questions regarding solar PILOT agreements, please email questions to cleanenergyhelp@nyserda.ny.gov or request free technical assistance at nyserda.ny.gov/SolarGuidebook. The NYSERDA team looks forward to partnering with communities across the state to help them meet their solar energy goals.

RESOLUTION NO. 269

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AGREEMENT WITH THE NEW YORK STATE BOARD OF ELECTIONS REGARDING THE NYS HAVA CARES ACT GRANT AND AMENDING THE 2020 BOARD OF ELECTIONS BUDGET

Introduced: 8/10/20
By Audit and Finance Committee:

WHEREAS, The Commissioners of the Albany County Board of Elections have requested authorization to enter into an agreement with the New York State Board of Elections to accept Coronavirus Aid, Relief, and Economic Security (CARES) Act funding in an amount up to $398,349 for the term commencing March 28, 2020 and ending November 16, 2020, and

WHEREAS, The Commissioners have also requested a budget amendment in order to incorporate the CARES Act funding into the 2020 Board of Elections Budget, and

WHEREAS, The Commissioners have indicated that the funding will be used to reimburse expenses in connection with the 2020 primary and general election cycle, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Board of Elections to accept CARES Act funding in an amount up to $398,349 for the term commencing March 28, 2020 and ending November 16, 2020, and, be it further

RESOLVED, That the 2020 Board of Elections Budget is hereby amended as follows:

Increase Revenue Account A3305 HAVA CARES Act by $398,349

Increase Appropriation Account A1450.4 by $398,349 by increasing line item A1450 4 4046 Fees for Services by $398,349

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 8/10/20