

CLERK'S CERTIFICATION

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

I, SALLY KOHL, Clerk of the Belleville Henderson Central School District, Jefferson County, New York, DO HEREBY CERTIFY:

That the attached resolution is from Belleville Henderson Board of Education of the Belleville Henderson Central School District, meeting minutes from January 23, 2023, with the original thereof on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Belleville Henderson Central School District this 27 day of January 2023.


Sally Kohl, Clerk

(SEAL)



Belleville Henderson Central School District

8372 County Route 75
Adams, NY 13605
www.bhpanthers.org
315-846-5411 Main Office
315-846-5825 Guidance Office
315-846-5826 District Office
315-846-5617 Fax



Home of the Panthers

Board of Education:
John W. Allen, President
Adam J. Miner, Vice President
Anthony J. Barney
Roger E. Eastman
Kyle E. Gehrke
Dennis R. Jerome
Kristin J. Vaughn

Administration:
Jane A. Collins, Superintendent
Scott A. Storey, Building Principal
Ashleigh M. Barnhart-Burto, Curriculum Instruction &
Assessment Director/Athletic Director
Stephen T. Magovney, Business Manager

RESOLUTION OPTING OUT OF RPTL §487 EXEMPTION

WHEREAS, Section 487(8)(a) of the Real Property Tax Law of the State of New York allows the Board of Education to preclude certain tax exemptions from applying to properties that contain a solar or wind energy system or farm waste energy system; and

WHEREAS, the Board of Education has determined to exercise its authority to preclude such exemptions from being applicable within its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, effective immediately, the Board of Education elects to exercise its power in accordance with Section 487(8)(a) of the Real Property Tax Law to prohibit tax exemptions under Section 487 from being applied to properties within its jurisdiction containing a solar or wind energy system or farm waste energy system; and

BE IT FURTHER RESOLVED, the District Administration is directed to submit a copy of this resolution to the New York State Department of Taxation and Finance and the New York State Energy Research and Development Authority (NYSERDA).

Motion made by: Adam Miner
Seconded by: Anthony Barney

Motion Carried: 6-0

Vote:	John W. Allen	Aye
	Adam J. Miner	Aye
	Roger E. Eastman	Aye
	Kyle E. Gehrke	Absent
	Dennis R. Jerome	Aye
	Kristin J. Vaughn	Aye

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Assessment Director/Athletic Director
Stephen T. Magovney, Business Manager

RESOLUTION RESCINDING OCTOBER 30, 2017 RESOLUTION AND AUTHORIZING DISTRICT TO ENTER INTO PILOT AGREEMENT WITH MILITARY ROAD SOLAR, LLC

WHEREAS, the Board of Education of the Belleville Henderson Central School District ("Board of Education") had previously elected to exercise its power in accordance with Section 487(8)(a) of the Real Property Tax Law ("RPTL") to prohibit tax exemptions under Section 487 from being applied to properties within its jurisdiction containing a solar or wind energy system or farm waste energy system pursuant to a resolution dated October 30, 2017;

WHEREAS, the Belleville Henderson Central School District ("District") subsequently received notice on behalf of Military Road Solar, LLC, to develop a solar project on a property within the District located at 13018 Cedar Vale Road, Henderson (Tax Map No. 105.00-1-7.53) ("Property"); and

WHEREAS, the District indicated its intent to require the project developer and/or the owner of the property, to enter into a payment in lieu of taxes agreement ("PILOT Agreement") with the District pursuant to the provisions of RPTL §487 under which Military Road Solar, LLC would be required to make annual payments to the District for each year during the term of the PILOT Agreement;

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board hereby rescinds its October 30, 2017 resolution opting out of the exemption available under RPTL §487(2) and, in doing so, reinstates said exemption for the limited purpose of allowing the District and Military Road Solar, LLC to enter into a PILOT Agreement regarding the Property;

BE IT FURTHER RESOLVED, that the Board hereby approves entering into the attached PILOT Agreement with Military Road Solar, LLC, for a term of 15 years and further authorizes the Superintendent of Schools to sign said PILOT Agreement; and

BE IT FURTHER RESOLVED, the District Administration is directed to submit a copy of this resolution to the New York State Department of Taxation and Finance and the New York State Energy Research and Development Authority (NYSERDA).

Motion made by: Anthony Barney
Seconded by: Roger Eastman

Motion Carried: 6-0

Vote:	John W. Allen	Aye
	Adam J. Miner	Aye
	Roger E. Eastman	Aye
	Kyle E. Gehrke	Absent
	Dennis R. Jerome	Aye
	Kristin J. Vaughn	Aye

PAYMENT IN LIEU OF TAXES AGREEMENT

FOR SOLAR ENERGY SYSTEMS

among

Belleville Henderson Central School District

and

Military Road Solar, LLC

Dated as of January 23, 2022 2023

RELATING TO THE PREMISES LOCATED AT
13018 Cedar Vale Road Henderson, NY (Parcel No. 105.00-1-7.53)
IN THE TOWN HENDERSON, COUNTY OF JEFFERSON, STATE OF NEW YORK

PAYMENT IN LIEU OF TAXES AGREEMENT

FOR SOLAR ENERGY SYSTEM PURSUANT TO REAL PROPERTY TAX LAW §487

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY ("Agreement"), effective as of the date on the cover page, above, by and between MILITARY ROAD SOLAR, LLC a Delaware Limited Liability Company, with a principal place of business located at 101 Summer Street (2nd Floor), Boston, MA 02110 (the "Company") and the BELLEVILLE HENDERSON CENTRAL SCHOOL DISTRICT, a municipal corporation duly established with a principal place of business located at 8372 County Route 75, Adams, NY 13605 (the "School District").

The School District may at times hereinafter be referred to as the "Taxing Jurisdiction." The Company and School District are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

RECITALS

WHEREAS, Company has submitted a Notice of Intent to the School District that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487(l)(b) with an expected nameplate capacity ("Capacity") of approximately 4.38 Megawatts AC, as measured at the inverter with potential associated energy storage systems (herein the "Project") on a parcel of land located within the Town of Henderson at 13018 Cedarvale Road Henderson, NY (Parcel No. 105.00-1-7.53) (herein the "Property"); and

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

WHEREAS, the School District has opted out of RPTL Section 487 prior to the date of a Notice of Interconnection with respect to the Project; and

WHEREAS, as of the effective date of the Payment in Lieu of Taxes Agreement by and between Company and School District, the School District has rescinded its opt out from RPTL Section 487; and

WHEREAS, upon completion of the project, the Company will submit to the Assessor for the Town of Henderson, a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems with respect to the Project, 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 assessed value of the Property will remain on the taxable portion of the assessment roll with the value of the exemption with respect to the Project, computed pursuant to subdivision two of section 487 of the Real Property Tax Law and identified in a separate tax-exempt column of such tax rolls whereby the Company will be exempt from any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project; and

WHEREAS, the School District will take reasonable action, as needed, to provide documentation and acknowledgment to the Town assessor that the Project is exempt from taxation under RPTL 487 as of the applicable tax status day.

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 Company hereby represents, warrants, and covenants that, as of the date of this Agreement:

i. The Company 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.

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

iii. 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 Company's Certificate of Incorporation, Certificate of Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Company is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdictions or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Company's properties or assets are bound.

iv. 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 Company, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Company's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

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

- i. The School District 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;
- ii. All necessary action has been taken to authorize the School District's execution, delivery, and performance of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms; and

- iii. 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 has been duly or will be obtained or made. The Belleville Henderson Central School District Board of Education has or will be approving and authorizing execution of this Agreement, which shall be affixed hereto as Exhibit B;
- iv. 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 School District, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the School District's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.
- v. As of the time of filing of Real Property Tax Exemption Form (RP 487) by the Company for the Project, the School District will have taken all action necessary to cause the RPTL Section 487 exemption to be available for the Project.

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

(a) Tax-Exempt Status of the Project Facility. It is the intent of the Parties that, pursuant to RPTL 487, the Project shall be identified as exempt upon the assessment rolls of the Town of Henderson. A Real Property Tax Exemption Form (RP 487) has or will be filed by the Company with the Town Assessor. Upon acceptance by the Assessor, the Project shall be eligible for an exemption pursuant to RPTL Section 487, which shall render the Project exempt from real property school taxes otherwise payable to the Belleville Henderson Central School District.

(b) Company agrees to make annual payments to the School District in lieu of real property taxes for the Project for a period of fifteen (15) consecutive fiscal tax years in the amounts and at the times set forth in Exhibit A to this Agreement ("Annual Payments"). Such Annual Payment will not exceed the amounts that would otherwise be payable but for the RPTL 487 exemption. Such 15-year period of Annual Payments shall begin with the first applicable tax year of the Taxing Jurisdiction following the taxable status date (July 1 of such year) for which a Real Property Tax Exemption Form (RP-487) was filed with the assessor (the "Commencement Date"), and shall end with the fifteenth fiscal year following such fiscal year the exemption first became effective. Based on the Capacity of 4.38 Megawatts AC, Annual Payments to be made by the Company during the term of this Agreement is listed in Exhibit A; actual payments will be determined according to Section 3 of this Agreement.

(c) The Company 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 School District's tax rate, and the School District agrees that the payments in lieu of taxes will not be increased on account of an inflation factor or increase in the School District's 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 4.38 Megawatts AC on the date when the Project is mechanically complete and Company has commenced production of electricity, the Annual Payments 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, but during the Term of this Agreement, the Capacity is increased as a result of the replacement or upgrade of equipment or property, or decreased as a result of the partial removal or retirement of existing Project equipment or property, which replacement property has lower capacity output capability, the Annual Payments shall be increased or decreased on a pro rata basis for the remaining years of the Agreement.

5. Payment Collection.

The School District will issue an annual bill to the Company at:

Military Road Solar, LLC
101 Summer Street (2nd Floor)
Boston, MA 02110
Attn: Business Administrator

Each Annual Payment will be paid to the School District in accordance with this Section 5 and Exhibit A of this Agreement; and the payment amount and payment date will be noted on an annual bill issued by the School District to the Company, provided that any failure of the School District to issue such a bill shall not relieve Company of its obligation to make timely payments under this section.

Payments to the School District shall be made payable to the Belleville Henderson Central School District and mailed to:

Belleville Henderson Central School District
8372 County Route 75
Adams, NY 13605
Attn: Business Administrator

6. Late Payment. All PILOT Payments are due on or before the Annual Payment date set forth in Exhibit A. Annual Payments not made to the School District prior to or on the Payment Due Date shall be subject to the same interest and penalties as unpaid real property taxes.

7. Transfer or Assignment. This Agreement may not be assigned or transferred by Company without the prior written consent of the School District and such consent may not be unreasonably withheld, conditioned, or delayed. Company may, without the advance written consent of the School District, assign its obligations under this Agreement to (A) an affiliate of Company or (B) to an institutional lender providing financing to Company for the construction, operation and/or maintenance of the Project. If Company is permitted to otherwise assign this Agreement with the advance written consent of the School District, Company shall be released from all obligations under this Agreement upon assumption thereof by the assignee, provided that Company, as a condition of such assignment or transfer and to the reasonable satisfaction of the School District, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment or transfer, and the assignee agrees in writing to accept all obligations of the Company. Any assignment or transfer in violation of this Agreement shall be null and void.

8. Removal. The Company shall secure a bond sufficient with the municipality to cover the expense of the removal of the Project at the conclusion of the Project's operations.

9. 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.

10. 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.

11. Notices. All notices under this Agreement shall be in writing and will be deemed delivered upon the next business day after being deposited with a nationally recognized overnight courier service, or the second business day after being deposited in the United States Mail, postage prepaid, certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Company:

Military Road Solar, LLC
101 Summer Street (2nd Floor)
Boston, MA 02110
Attn: Business Administrator

If to School District:

Belleville Henderson Central School District
8372 County Route 75
Adams, NY 13605
Attn: Business Administrator

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.

12. Termination Rights of the Company. Company may terminate this Agreement at any time by notice to the School District. Upon receipt of the notice of termination, the Project shall be identified as the taxable on the tax roll effective on the next taxable status date of the Belleville Henderson Central School District, provided such date is not less than one hundred and twenty (120) days prior to such taxable status date. The Company shall be liable for all PILOT payments due hereunder in the year of termination, except that if Company is required to pay any part-year real property taxes, the PILOT payment for that year shall be reduced pro rata so that the Company is not required to pay both PILOT payments and real property taxes for any period of time.

13. Termination Rights of School District. Notwithstanding anything to the contrary in this Agreement, the School District may terminate this Agreement on sixty (60) days written notice to Company if:

(a) Company fails to make timely payments required under this Agreement, unless such payment is received by the School District within the 60-day notice period; or

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

14. Maintenance and Repair. The Company shall maintain the Project and the Property in good repair and condition during the Term of this Agreement.

15. Miscellaneous.

- (a) Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the School District, the Company and their respective successors and assigns.
- (b) Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Company and the School District each consent to the jurisdiction of the New York Courts, Jefferson County. In the event of any litigation arising under or in connection with this Lease, proper venue shall be Jefferson County, New York.
- (c) Damage or Destruction. In the event that all or substantially all of the Project shall be damaged or destroyed as of the taxable status date, then the PILOT Payments for such School Year shall not exceed such amount as would result from taxes levied on the Project (as damaged or destroyed).
- (d) No Waiver. The failure or delay of either Party to insist, in any one or more instances, upon the strict performance of any one or more of the obligations of this Agreement, or to exercise any election contained herein, shall not be construed as a waiver or relinquishment at the time for the future of the performance of such one or more obligations of this Agreement or of the right to exercise such election.
- (e) Entire Agreement. The Parties agree that this is the entire Agreement between them with respect to payments in lieu of taxes for the Project. This Agreement may not be amended or modified except in writing and executed by both Parties.
- (f) Severability. If any provision 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 provision 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.
- (g) 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.
- (h) Filing. The Company shall file copies of this Agreement within thirty (30) days after the execution hereof by the Parties with the New York State Office of Real Property Tax Services and the Assessor for the Town of Henderson.
- (i) Recitals. The recitals set forth in the beginning of this Agreement are hereby incorporated by reference.

[Signature Page to Payment-in-Lieu-of-Taxes Agreement]

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

MILITARY ROAD SOLAR, LLC

By: _____
Name:
Title:

BELLEVILLE HENDERSON CENTRAL SCHOOL DISTRICT

By: Jane Collins
Name: Jane Collins
Title: Superintendent

EXHIBIT A

Operating Year	Assessment Roll	Tax Year	Payment Due Date	Payment Amount
Year 1	July 1, 2022	2022-2023	September 15, 2022	\$ 16,596.51
Year 2	July 1, 2023	2023-2024	September 15, 2023	\$ 16,271.09
Year 3	July 1, 2024	2024-2025	September 15, 2024	\$ 15,952.05
Year 4	July 1, 2025	2025-2026	September 15, 2025	\$ 15,639.27
Year 5	July 1, 2026	2026-2027	September 15, 2026	\$ 15,332.61
Year 6	July 1, 2027	2027-2028	September 15, 2027	\$ 15,031.97
Year 7	July 1, 2028	2028-2029	September 15, 2028	\$ 14,737.23
Year 8	July 1, 2029	2029-2030	September 15, 2029	\$ 14,448.26
Year 9	July 1, 2030	2030-2031	September 15, 2030	\$ 14,164.97
Year 10	July 1, 2031	2031-2032	September 15, 2031	\$ 13,887.22
Year 11	July 1, 2032	2032-2033	September 15, 2032	\$ 13,614.92
Year 12	July 1, 2033	2033-2034	September 15, 2033	\$ 13,347.96
Year 13	July 1, 2034	2034-2035	September 15, 2034	\$ 13,086.24
Year 14	July 1, 2035	2035-2036	September 15, 2035	\$ 12,829.65
Year 15	July 1, 2036	2036-2037	September 15, 2036	\$ 12,578.08
Total				\$ 217,518.05

EXHIBIT B
(Authorizing Resolutions)