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RESOLUTION OF THE COUNTY OF ORLEANS INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A 184.8+/- MEGAWATT (MW) WIND-POWERED ELECTRIC GENERATING FACILITY BY HERITAGE WIND, LLC, TO BE LOCATED IN THE TOWN OF BARRE, NEW YORK, FOR LEASE TO THE AGENCY AND SUBSEQUENT LEASE TO HERITAGE WIND, LLC, THE EXECUTION OF LEASE AGREEMENTS, A NON-STANDARD PILOT AGREEMENT, A MORTGAGE AGREEMENT AND THE TAKING OF OTHER ACTIONS.

WHEREAS, the County of Orleans Industrial Development Agency (the "Agency") is authorized under the laws of the State of New York, and in particular the New York State Industrial Development Agency Act, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended, and Chapter 918 of the 1971 Laws of New York, as amended (collectively, the "Act"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial and research facilities and thereby advance the job opportunities, general prosperity and economic welfare of the people of the State of New York and to improve their prosperity and standard of living; and

WHEREAS, Heritage Wind, LLC, for itself or for related individuals or entities (the "Company"), has entered into negotiations with officials of the Agency with respect to the construction and equipping by the Agency without the proceeds of a bond issue of a project (the "Project") consisting of: (i) the construction and operation of a commercial-scale wind power electric generating facility with a nameplate capacity of up to 184.8 megawatts (MW) (the "Facility"), including the installation and operation of up to 33 wind turbines, together with approximately 37 miles of associated 34.5 kV collection lines (below grade), 13 miles of access roads, one permanent meteorological tower, one power performance tower, one operations and maintenance building, a temporary construction staging area, and collection substation (together, the "Improvements"); and (ii) the acquisition and installation therein, thereon or thereabout of certain machinery, equipment and related personal property (the "Equipment"); and (iii) the conveyance of the Project pursuant to the lease of the Project to the Company, such Project to be located on fifty (50) tax parcels located in the Town of Barre, New York spanning across a total of approximately 18,133.6 acres (the "Facility Area"); and

WHEREAS, the Company has submitted an application and other materials and information (collectively, the "Application") to the Agency to initiate the accomplishment of the above; and

WHEREAS, the Application sets forth certain information with respect to the Company and the Project, including the following: that the Company desires Agency financing for a large-scale renewable energy project consisting of an approximately 184.8 +/- MW commercial wind farm facility in the Town of Barre, New York, at a cost of \$304,091,340.00; that the Company anticipates as a result of the Project as many as two hundred (200) individuals will be working full-time construction jobs for approximately 18 months in connection with the construction of the Project, and that six (6) new full-time equivalent jobs will be created at the end of three (3) years of operation thereof; that (i) the Project will provide substantial capital investment, and (ii) if Agency financing is

disapproved, the Company would likely not proceed with the Project; and that, therefore, Agency financing is necessary to encourage the Company to proceed with the Project ; and

WHEREAS, the Agency has reviewed the Application and a cost-benefit analysis with respect to the Project, and the Agency has considered the extent to which the Project will create permanent, private-sector jobs, the value of the real property tax abatement to be provided, the amount of private sector investment generated or likely to be generated by the Project, the likelihood of accomplishing the proposed Project in a timely fashion, the extent to which the proposed Project will provide additional sources of revenue for the municipalities and school district and other public benefits that might occur as a result of the Project; and

WHEREAS, the Company has requested that the Agency consider entering into an agreement for payment in lieu of taxes ("PILOT") that deviates from the Agency's Uniform Tax Exemption Policy (the "UTEP"); and

WHEREAS, in accordance with paragraph D of the UTEP, the Agency may determine, on a case-by-case basis, to deviate from its standard PILOT schedule for a project that is expected to have significant impact in the locality where it is located; and

WHEREAS, by resolution adopted on August 13, 2021, the Agency authorized the issuance of a notice of deviation pursuant to Section 874(4)(b) of the General Municipal Law and the UTEP and authorized the scheduling of a public hearing pursuant Section 859-a(3) of the General Municipal Law; and

WHEREAS, the Agency duly issued a notice of deviation to the affected taxing jurisdictions in connection with the proposed non-standard PILOT agreement for the Project; and

WHEREAS, after the giving of all required notices (including published notice pursuant to Section 859-a(3) of the General Municipal Law), the Agency held a public hearing on the Project on October 4, 2021, and has considered all oral presentations and written comments made at said public hearing or delivered in writing to the Agency during the public comment period; and

WHEREAS, the Company is expected to undertake and complete the Project by obtaining a conventional loan from one or more lenders, and the Company has requested that the Agency execute any and all documents required in connection with such financing, including any collateral mortgages on the Project given to secure a loan(s) obtained by the Company to finance the cost of the Project; and

WHEREAS, Executive Law Section 94-c empowers the NYS Office of Renewable Energy Siting ("ORES") to issue permits authorizing the construction and operation of large-scale renewable energy facilities; and

WHEREAS, the Project is a large scale renewable energy facility and the Company has made application for a siting permit pursuant to Section 94-c of the New York Executive Law; and

WHEREAS, the environmental impacts of large-scale renewable energy facilities are evaluated through the Section 94-c process; and

WHEREAS, subsection (6)(a) of Executive Law Section 94-c contemplates that environmental reviews of large-scale renewable energy facilities are to be conducted exclusively through the Executive Law Section 94-c process, stating in relevant part:

“6. Powers of municipalities and state agencies and authorities; scope of section. (a) Notwithstanding any other provision of law, *including without limitation Article 8 of the environmental conservation law*...no other state agency, department or authority, or any municipality or political subdivision or any agency thereof may...require any approval, consent, permit, certification, contract, agreement, or other condition for the development, design, construction, operation, or decommissioning of a major renewable energy facility with respect to which an application for a siting permit has been filed, provided in the case of a municipality, political subdivision or an agency thereof, such entity has received notice of the filing of the application therefor...”; and

WHEREAS, ORES issued a draft siting permit to the Company on March 15, 2021 and is progressing through the issues determination stage of the Section 94-c process.

NOW, THEREFORE, THE COUNTY OF ORLEANS INDUSTRIAL DEVELOPMENT AGENCY HEREBY RESOLVES AS FOLLOWS:

Section 1. The Agency hereby determines that Executive Law Section 94-c precludes the Agency from conducting an environmental review of the Project pursuant to the provisions of the State Environmental Quality Review Act and regulations adopted pursuant thereto (collectively, “SEQRA”) and that in making such determination, the Agency has satisfied any obligations under SEQRA it may have with respect to the Project.

Section 2. The Project is described in the recitals to this Resolution. The financial assistance (the “Financial Assistance”) to be provided by the Agency in connection with the Project includes (i) an exemption from sales and use taxes for building materials and machinery, equipment, fixtures and furnishings purchased for incorporation into or use at the Project location having a total cost not to exceed \$100,171,868, (ii) an exemption from mortgage recording taxes for one or more mortgages having a principal amount not to exceed \$273,682,206 and (iii) a twenty-five (25) year abatement from real property taxes in accordance with the non-standard payment in lieu of tax schedule set forth in Schedule A attached hereto. The payment in lieu of tax arrangement shall be set forth in a Payment in Lieu of Real Estate Taxes Agreement to be entered into between the Agency and the Company (the “PILOT Agreement”). The Agency is further authorized to enter into an agreement with the affected taxing jurisdictions to effectuate and memorialize the non-proportional allocation of PILOT payments that have been agreed to by the affected taxing jurisdictions (the “PILOT Allocation Agreement”) as outlined in Schedule A attached hereto.

Section 3. The Agency hereby determines that the Project and the financing thereof by

the Agency pursuant to the New York State Industrial Development Agency Act will promote and is authorized by and will be in furtherance of the policy of the State as set forth in said Act.

Section 4. The proposed Financial Assistance for the Project deviates from the terms of the Agency's UTEP to the extent that the Company has requested a PILOT Agreement with a term of twenty-five (25) years that provides for a payment of \$2,250 per megawatt (MW) installed capacity, subject to an annual increase of 2% beginning in year 2 of the PILOT Agreement, and an annual increase of 2.5% beginning in year 15 of the PILOT Agreement. The Agency's UTEP authorizes the Agency to deviate from the Agency's standard PILOT schedule or to provide a project with enhanced benefits if the project is expected to have a significant impact in the locality where the project will be located. The Agency hereby determines that the Project is expected to have a significant impact in the Town of Barre, approves of the deviation from the Agency's UTEP and authorizes the provision of the Financial Assistance to the Company as described herein. In making this determination, the Agency has considered the following factors in accordance with the Act and the UTEP, no single one of which is determinative:

1. The nature of the proposed project (e.g., manufacturing, commercial, etc.); The Project is a renewable wind energy project that involves the acquisition of a leasehold interest in approximately fifty (50) parcels of real property located in the Town of Barre (as identified on Schedule A) and the construction and equipping of an approximately 184.8+/- MW commercial wind farm facility.
2. The nature of the property before the project begins (e.g., vacant land, vacant building, Brownfield site, etc.); The Project site consists of multiple parcels of agricultural land that are used for agricultural and forestry purposes.
3. The economic condition of the area at the time of the application and the economic multiplying effect the project will have on the area; The Town of Barre is a rural community located in the southern Orleans County. The economic condition of the community and surrounding area is challenged by several economic factors, including difficulties in the agricultural sector. The current COVID-19 pandemic has had a significant and ongoing negative impact on the local economy. The Project will have a positive economic multiplying effect on the community. The Company estimates that as many as two hundred (200) individuals will be working full-time construction jobs for a period of approximately 18 months in connection with the construction and installation of the entire Heritage Wind Project. Workers will utilize local businesses, such as hotels, restaurants, gas stations, hardware stores and equipment rental companies, resulting in increased sales and sales tax revenue.
4. The extent to which the project will create or retain permanent, private sector jobs, the number of jobs to be created/retained and/or the salary ranges of such jobs; The Project is expected to create up to six (6) permanent private sector jobs at an anticipated annual salary of \$55,000.
5. The estimated value of tax exemptions to be provided; The estimated value of the sales tax exemption for the Project is approximately \$8,013,749. The estimated value of the

mortgage recording tax exemption for the Project is approximately \$2,736,822. The estimated value of the real property tax exemption for the Project as calculated in the cost-benefit analysis prepared by the Center for Governmental Research is approximately \$1,980,000 in the first year of the PILOT Agreement, and \$39,490,000 over the life of the PILOT Agreement, discounted at a 2% rate.

6. The economic impact of the project and the proposed tax exemptions on affected tax jurisdictions: The Project and the proposed tax exemptions will have a positive economic impact on the affected taxing jurisdictions. The Company will be making PILOT payments to three of the four affected taxing jurisdictions in excess of the amounts that are currently being paid as real property taxes on the Land. Upon the expiration of the PILOT Agreement, the Facility Area will be subject to normal real property taxes.
7. The impact of the proposed project on existing and proposed businesses and economic development projects in the vicinity: It is anticipated that the Project will reduce real property taxes, which would have a positive impact on existing and proposed business and economic development projects in the Town and vicinity.
8. The amount of private sector investment generated or likely to be generated by the proposed project: Investment by the Company is expected to be approximately \$304,091,340.
9. The likelihood of accomplishing the proposed project in a timely fashion: The Project is proceeding through the Section 94-c approval process. On March 15, 2021, ORES issued a Draft Permit pursuant to Section 94-c for the Project. The Company anticipates that construction of the Project will begin in May 2022 and be completed in November 2023.
10. The effect of the proposed project upon the environment: The effect of the Project upon the environment is assessed through the Executive Law Section 94-c process. The proposed Facility is consistent with New York State policies designed to encourage the development of renewable energy proposed facilities, fight climate change, and contribute to the transition of New York's energy markets from a reliance on fossil fuels for electricity. The Project will also help New York State achieve its renewable generation and carbon emissions reduction goals of the 2015 State Energy Plan.
11. The extent to which the proposed project will require the provision of additional services including, but not limited, educational, transportation, police, emergency medical or fire services: It is not anticipated that the Project will impose any significant additional burdens on municipal, educational or similar services.
12. The extent to which the proposed project will provide additional sources of revenue for municipalities and school districts in which the project is located: The Project will provide additional sources of revenue for the affected taxing jurisdictions. The Company is expected to enter into education contribution agreements with each school

district as a result of this Project, and a host community agreement with the Town of Barre. The Project will provide additional sources of revenue to the County of Orleans, Albion Central School District and Oakfield-Alabama Central School District through the PILOT payments that will be made during the twenty-five (25) year term of the PILOT Agreement. Other sources of revenues to be generated by the Project include sales tax revenue generated by construction workers and others associated with the Project who will be spending money within Orleans County.

13. The extent to which the proposed project will provide a benefit (economic or otherwise) not otherwise available within the municipality in which the project is located: The Project will provide an economic benefit to the Town of Barre in the form of a host community agreement that is anticipated to provide the Town with an annual payment of \$6,750 per MW installed capacity, subject to an annual increase that the Town would not otherwise receive absent the Project or the Agency's participation in the Project. The Project will also provide a benefit by increasing the amount of clean energy being produced in the Town of Barre, consistent with and in furtherance of New York State clean energy goals and requirements.

Section 5. The Agency hereby authorizes the Company, as agents for the Agency, to proceed with the Project as herein authorized. The Agency is hereby authorized to acquire an interest in the Project site and the buildings thereon, if any, and to make renovations or additions thereto. The Company is authorized to proceed with the acquisition and construction of the Project as set forth in any Project Assistance Agreement, the Agency Lease Agreement or Installment Sale Contract (as hereinafter defined).

Section 6. The Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretary of the Agency, the CEO/CFO and other appropriate officials of the Agency and its agents and employees, are each hereby authorized and directed to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution and to complete the Project in cooperation with the Company.

Section 7. The Company is authorized, as agent of the Agency, to initiate the construction of the Project, and the acquisition of machinery and equipment which will be a part thereof or will be used in connection therewith, and to advance such funds as may be necessary to accomplish such purposes. The designation of the Company as agent hereunder is limited to purchases of sales-taxable tangible personal property and services in connection with the Project which do not exceed a total cost of \$100,171,868 and shall not apply to any other purchase by the Company or any operating expenses of the Company. The Company shall report to the Agency, at such times as the Agency shall require, or as may otherwise be prescribed by the Commissioner of the New York State Department of Taxation and Finance (the "Commissioner"), the value of all sales and use tax exemptions claimed by the Company or agents of the Company or any operators of the Project, including, but not limited to, consultants or subcontractors of such agents or Project operators under the authority granted pursuant to this Resolution. A failure to report may result in the revocation of the designation of the Company as agent and repayment of any sales and use tax exemptions claimed.

Section 8. The Agency is hereby authorized to enter into a Project Assistance Agreement

with respect the provision of the Financial Assistance authorized herein (the "Project Assistance Agreement"), to acquire an interest in the Project site and construct a facility thereon, and execute and deliver a lease by the Company to the Agency (the "Company Lease"), an Agency Lease Agreement (the "Agency Lease Agreement") or Installment Sale Contract (the "Installment Sale Contract") between the Agency and the Company, the PILOT Agreement, the PILOT Allocation Agreement and such other documents and agreements as may be necessary to fulfill the intent of the parties to the transaction (collectively, the "Project Documents"), in form satisfactory to Agency counsel. The Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretary and the CEO/CFO are each authorized to execute such documents and to make or approve such amendments or modifications to the Project Documents and such other documents executed and delivered in connection therewith as they deem necessary under the circumstances provided, however, that such modifications do not materially alter the risk to the Agency.

Section 9. In the event the Company obtains one or more conventional loans to finance the cost of the Project or which will otherwise be secured by a lien on the Project, the Agency is hereby authorized to execute and deliver to the lender(s) one or more collateral mortgages ("Mortgage Agreement") on the Project given to secure such loans, and such other documents as may be necessary to fulfill the intent of the parties to the transaction in form satisfactory to Agency counsel, provided that the aggregate amount of such mortgages shall not exceed \$273,682,206. The Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretary and the CEO/CFO are each authorized to execute such collateral mortgages and to make or approve such amendment(s) or modifications to such collateral mortgages and other documents executed and delivered in connection therewith as they may deem necessary under the circumstances, provided, however, that such modifications do not materially alter the risk to the Agency.

Section 10. Any such action heretofore taken by the Company initiating the acquisition, installation and construction of the Project is hereby ratified, confirmed and approved.

Section 11. Any expenses incurred by the Agency with respect to the Project and the financing thereof shall be paid by the Company. By acceptance hereof, the Company agrees to pay such expenses and further agrees to indemnify the Agency, its members, officers, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency with respect to the Project and the financing thereof.

Section 12. In the event a lease is not executed between the Company and the Agency by the expiration date of this Resolution (as such date may be extended as provided herein) or the termination of this Resolution, the Company shall then be required to pay all sales taxes which would have been levied in connection with the acquisition, construction and installation of all improvements of the real property and the machinery and equipment which constitute the Project, as if the Agency did not have an interest in the Project from the date the Company commenced its acquisition, construction and installation. In addition, in the event, because of the involvement of the Agency, the Company claims an exemption from state sales or use tax in connection with the Project, and such exemption is claimed with respect to property or services not authorized hereunder, or which exemption is in excess of the amounts authorized hereunder, or is otherwise not permitted under this Resolution, or if the Company shall fail to comply with a material term or condition regarding the use

of property or services acquired by the Company as agent for the Agency as set forth in this Resolution or in any document authorized hereunder, then the Company shall each be required to remit to the Agency an amount equal to the amount of state sales and use taxes for which such exemption was improperly claimed. A failure to remit such amounts may result in an assessment against the Company by the Commissioner of state sales and use taxes, together with any relevant penalties and interest.

In addition to the foregoing, in the event the Agency determines that Company is in violation of a material term, or in the event that the Company closes the Project, ceases operation of the Project or relocates its operations to a location outside of the Town of Barre within the time period during which the Company is receiving Financial Assistance from the Agency or in the event the Agency determines, in its judgment, that the Company knowingly and intentionally submitted false or intentionally misleading information in its application to the Agency or in any report or certification submitted to the Agency for the purpose of obtaining or maintaining any Financial Assistance from the Agency (each referred to herein as a "Recapture Event"), the Agency may, in accordance with its policies and procedures then in effect, (i) revoke the designation of the Company and any agents of the Company (including, but not limited to, consultants, sub-contractors or equipment lessors of the Company) as agents for the Agency in connection with the Project and terminate the exemption from New York State and local sales and use taxes conferred with respect to the Project and/or (ii) require that the Company, commencing with the tax fiscal year next following such Recapture Event make payments in lieu of taxes on the Project with respect to all applicable taxing authorities in such amounts as would be payable as real estate taxes levied on the Project if the Agency did not have an interest in the Project or otherwise modify the amount or terms of any Financial Assistance being provided by the Agency in connection with the Project and/or (iii) require that the Company pay to the Agency an amount equal to all or a portion (as determined by the Agency in its discretion) of the total value of (x) all sales tax exemptions claimed by the Company and any agents of the Company, including, but not limited to, consultants, sub-contractors, or any equipment lessors of the Company under the authority granted under this Resolution and the Project Assistance Agreement, (y) any exemption from real estate taxes received by reason of the Agency's leasehold interest in the Project and/or (z) any exemption from mortgage recording tax received by reason of the Agency's involvement with the Project. If the Agency makes any of the foregoing determinations and requires a repayment of all or a portion of the Financial Assistance received by the Company, the Company shall (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the Company and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith. Upon receipt of such amounts, the Agency shall then redistribute such amounts to the appropriate affected tax jurisdiction(s) unless otherwise agreed to by any affected tax jurisdiction.

Section 13. The Agency has made and makes no representation or warranty whatsoever, either express or implied, with respect to the merchantability, condition, environmental status, fitness, design, operation or workmanship of any part of the Project, its fitness for any particular purpose, the quality or capacity of the materials in the Project, or the suitability of the Project for the Company's purposes or needs. The Company is satisfied that the Project is suitable and fit for its purposes. The Agency shall not be liable in any manner whatsoever to anyone for any loss, damage or expense of any kind or nature caused, directly or indirectly, by the Project property or the use or maintenance

thereof or the failure of operation thereof, or the repair, service or adjustment thereof, or by any delay or failure to provide any such maintenance, repairs, service or adjustment, or by any interruption of service or loss of use thereof or for any loss of business howsoever caused, and the Company hereby indemnifies and holds the Agency harmless from any such loss, damage or expense.

Section 14. Should the appropriate officers of the Agency determine, in their absolute discretion, that there is reason to believe that the activities of any past or present owner or operator of the Premises have resulted in the generation of any "hazardous substance" (as the term has been defined from time to time in any applicable federal or state law, rule or regulation), or that any party has stored, disposed or released any such substance on the Premises or within a one (1) mile radius thereof, the Agency shall be under no obligation to enter into a lease as contemplated by this Resolution.

Section 15. No covenant, stipulation, obligation or agreement herein contained or contained in the Project Documents, Mortgage Agreement or other documents, nor the breach thereof, shall constitute or give rise to or impose upon the Agency a pecuniary liability or a charge upon its general credit, nor shall be deemed to be a covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency in his or her individual capacity.

Section 16. Should the Agency's participation in the Project be challenged by any party, in the courts or otherwise, the Company shall indemnify and hold harmless the Agency and its members, officers and employees from any and all claims, liabilities, damages or losses arising from any such challenge including, but not limited to, the fees and disbursements of the Agency's counsel. The Company shall reimburse the Agency for all such costs and expenses within thirty (30) days of the Agency's submission of an invoice to the Company. Should any court of competent jurisdiction determine that the Agency is not authorized under Article 18-A of the General Municipal Law to participate in the Project, this Resolution shall automatically become null, void and of no further force and effect (except for the obligations in this Section 16), and the Agency shall have no liability to the Company hereunder or otherwise.

Section 17. This Resolution shall take effect immediately and shall continue in full force and effect for one (1) year from the date hereof. On or after such one (1) year anniversary, (i) the Agency Board may at its option terminate the effectiveness of this Resolution (except with respect to the obligations of the Company pursuant to Sections 11, 12 and 16 of this Resolution which shall survive any expiration or termination) or (ii) the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretary or the CEO/CFO may in writing extend the effectiveness of the Resolution for good cause shown.

Section 18. The provision by the Agency of Financial Assistance with respect to the Project as described herein is further subject to the execution and delivery by the Company of an Administrative Fee Agreement in the form prepared by Agency counsel (the "Fee Agreement") within thirty (30) days of the date of this Resolution. In the event the Agency has not received the executed Fee Agreement within such thirty (30) day period (unless such period is extended in writing by Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretary, or CEO/CFO for good cause shown), this Resolution shall become automatically null and void and of no further effect and the Agency shall have no liability to the Company hereunder or otherwise.

Section 19. The provision by the Agency of Financial Assistance with respect to the Project as described herein is further subject to the execution and delivery by the Company and the Town of Barre of a host community agreement providing for annual payments to the Town of Barre in the amount of \$6,750.00 per MW of installed capacity, with a 2% annual increase starting in year 2 of the 25-year agreement term, and 2.5% annual increase starting in year 15 of the agreement.

The above Resolution was moved for adoption by John DeFilippis and seconded by John Misiti.

ROLL CALL VOTE:

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Abstain</u>
Carol D'Agostino	[✓]	[]	[]	[]
E. John DeFilippis	[✓]	[]	[]	[]
Kenneth DeRoller	[✓]	[]	[]	[]
Merle Draper	[✓]	[]	[]	[]
Paul Hendel	[✓]	[]	[]	[]
John Misiti	[✓]	[]	[]	[]
Ed Urbanik	[]	[]	[✓]	[]

ACCEPTED AND AGREED TO: _____, 2021

HERITAGE WIND, LLC

By: _____
 Name:
 Title:

SCHEDULE A
PILOT Schedule

PILOT Payments shall be calculated as follows:

The PILOT Agreement between the Agency and the Company will provide for payments by the Company of \$2,250 per megawatt (MW) installed capacity, subject to an annual increase of 2% beginning in year 2 of the PILOT Agreement, and an annual increase of 2.5% beginning in year 15 of the PILOT Agreement.

It is anticipated that the Project will have a MW installed capacity of up to approximately 184.8 MWs. The PILOT Agreement will have a term of twenty-five (25) years. Payments in lieu of taxes will be allocated in a non-proportional manner as has been authorized by resolutions adopted by each of the respective governing boards of the affected taxing jurisdictions as follows:

Affected Taxing Jurisdiction	PILOT Payment Allocation Percentage	Dollar Amount per MW*
County of Orleans	50%	\$1125.00
Town of Barre	0%	\$0.00
Albion CSD	48.485%	\$1,090.91
Oakfield-Alabama CSD	1.515%	\$34.09

*The distributions represent the dollar amount of PILOT payments per MW for Year 1 of the PILOT Agreement and are subject to the annual increases as noted above.