

CLOSING ITEM NO.: A-7

ALBANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

HECATE ENERGY ALBANY 1 LLC

UNIFORM AGENCY PROJECT AGREEMENT

DATED AS OF DECEMBER 1, 2022

RELATING TO FINANCIAL ASSISTANCE GRANTED BY THE
AGENCY WITH RESPECT TO A CERTAIN PROJECT LOCATED
BETWEEN STATE ROUTE 9W AND COUNTY ROUTE 101 IN THE
TOWN OF COEYMANS, ALBANY COUNTY, NEW YORK.

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and is for convenience of reference only.)

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UNIFORM AGENCY PROJECT AGREEMENT

THIS UNIFORM AGENCY PROJECT AGREEMENT dated as of December 1, 2022 (the "Uniform Agency Project Agreement") by and between ALBANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York (the "State") having an office for the transaction of business located at 21 Lodge Street, Albany, New York 12207 (the "Agency") and HECATE ENERGY ALBANY 1 LLC (the "Company"), a limited liability company duly organized and validly existing under the laws of the State of Delaware having an office for the transaction of business located at 621 West Randolph Street, Chicago, Illinois 60661 (the "Company");

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York, as amended; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 325 of the Laws of 1974 of the State, as amended, codified as Section 903-a of the General Municipal Law of the State (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in June, 2021, Hecate Energy Albany 1 LLC (the "Company") and Hecate Energy Albany 2 LLC ("Hecate 2"), each a limited liability company duly organized and validly existing under the laws of the State of Delaware, presented an application (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Original Project") for the benefit of the Company and Hecate 2, said Original Project to include the following: (A) (1) the acquisition of an interest in a portion of an approximately 436 acre parcel of land located between State Route 9W and County Route 101 in the Town of Coeymans, Albany County, New York (the "Original Land"), (2) the construction, installation and equipping on or under the Land of a buried and overhead collection line system, an interconnection substation facility, operations and maintenance structures and a system of gravel access roads, security fencing and gates, parking, landscaping and related improvements to the Land (collectively, the "Original Facility") and (3) the acquisition, installation and equipping therein and thereon of certain equipment, including photovoltaic panels producing direct current ("DC")

electricity with a planned total rated alternating current (“AC”) output capacity of up to 40 megawatts (“MW”) to be mounted on fixed-tilt or tracking panel racks, inverters to convert DC electricity to AC electricity and furniture, fixtures, machinery and equipment (collectively, the “Original Equipment”) (the Original Land, the Original Facility and the Original Equipment hereinafter collectively referred to as the “Original Project Facility”), all of the foregoing to be owned and operated by the Company and Hecate 2 as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease of the Original Project Facility to the Company and Hecate 2 or such other person as may be designated by the Company and Hecate 2 and agreed upon by the Agency; and

WHEREAS, pursuant to the authorization contained in a resolution adopted by the members of the Agency on July 14, 2021 (the “Public Hearing Resolution”), the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency pursuant to Section 859-a of the Act (the “Public Hearing”) to hear all persons interested in the Original Project and the Financial Assistance being contemplated by the Agency with respect to the Original Project, to be mailed on September 2, 2021 to the chief executive officers of the county and of each city, town, village and school district in which the Original Project is to be located, (B) caused notice of the Public Hearing to be posted on September 2, 2021 on a public bulletin board located at the Coeymans Town Hall located at 18 Russell Road in the Town of Coeymans, Albany County, New York, and on the Agency’s website, (C) caused notice of the Public Hearing to be published on September 5, 2021 in the Daily Gazette and on September 8, 2021 in the Times Union, newspapers of general circulation available to the residents of the Town of Coeymans, Albany County, New York, (D) conducted the Public Hearing on September 15, 2021, at 7:00 o’clock p.m., local time at the Coeymans Town Hall located at 18 Russell Road in the Town of Coeymans, Albany County, New York, and (E) prepared a report of the Public Hearing (the “Report”) which fairly summarized the views presented at said public hearing and distributed same to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, “SEQRA”), by resolution adopted by the members of the Agency on October 29, 2021 (the “SEQR Resolution”), the Agency determined that the Original Project is exempt from review under SEQRA pursuant to the provisions of Article 10 of the Public Service Law of the State of New York, as amended, and therefore a determination by the Agency as to whether the Original Project may have a “significant effect on the environment” (as said quoted term is defined under SEQRA) is not required; and

WHEREAS, by further resolution adopted by the members of the Agency on October 29, 2021 (the “Approving Resolution”), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of December 1, 2022 (the “Lease Agreement”) between the Agency, the Company and Hecate 2 and certain other documents related thereto and to the Original Project (collectively with the Lease Agreement, the “Basic Documents”); and

WHEREAS, subsequent to the adoption of the Approving Resolution, the Agency was informed that the Project would be split into two (2) projects, with the Company undertaking the following project (the “Project”): (A) (1) the acquisition of an interest in the Company’s interest in approximately 142.792 acres of land located between State Route 9W and County Route 101 in the Town of Coeymans, Albany County, New York (the “Land”), (2) the construction, installation and equipping on or under the Land of a buried and overhead collection line system, an interconnection substation facility, operations and

maintenance structures and a system of gravel access roads, security fencing and gates, parking, landscaping and related improvements to the Land (collectively, the "Facility") and (3) the acquisition, installation and equipping therein and thereon of certain equipment, including photovoltaic panels producing direct current ("DC") electricity with a planned total rated alternating current ("AC") output capacity of up to 20 megawatts ("MW") to be mounted on fixed-tilt or tracking panel racks, inverters to convert DC electricity to AC electricity and furniture, fixtures, machinery and equipment (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, also, subsequent to the adoption of the Approving Resolution, pursuant to an amendment to the Application received by the Agency on September 22, 2022 (the "Amendment" and collectively with the Application, the "Application"), the Agency, by resolution adopted on October 19, 2022 (the "Amended Approving Resolution"), amended the number of full-time employees at the Project Facility; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency a certain lease to agency dated as of December 1, 2022 (the "Lease to Agency") by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency the Project Facility, (B) the Company and the Agency will execute and deliver (1) a certain payment in lieu of tax agreement dated as of December 1, 2022 (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, (2) a certain recapture agreement (the "Section 875 GML Recapture Agreement") by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes and (3) a certain uniform agency project agreement dated as of December 1, 2022 (the "Uniform Agency Project Agreement") relating to the granting of the Financial Assistance by the Agency to the Company, (C) the Agency will file with the assessor and mail to the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the Project Facility and the Payment in Lieu of Tax Agreement, (D) the Agency will execute and deliver to the Company a sales tax exemption letter (the "Sales Tax Exemption Letter") to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance and (E) the Agency will file with the New York State Department of Taxation and Finance the form entitled "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (the form required to be filed pursuant to Section 874(9) of the Act) (the "Thirty-Day Sales Tax Report"); and

WHEREAS, (A) the Agency has established certain policies allowing denial of Financial Assistance to any project which does not deliver the public benefits promised at the time said project was approved by the Agency (the "Public Benefits"), (B) the Agency is unwilling to grant Financial Assistance to a project unless the beneficiary of such project agrees that the amount of Financial Assistance to be received by such beneficiary with respect to such project shall be contingent upon, and shall bear a direct relationship to, the success or lack of success of such project in delivering the promised Public Benefits, and (C) the Agency has created this Uniform Agency Project Agreement in order to

establish the conditions under which the Agency will be entitled to recapture some or all of the Financial Assistance that has been granted to the Company under the Basic Documents if the Project is unsuccessful in whole or in part in delivering the promised Public Benefits; and

WHEREAS, the Company desires to receive certain Financial Assistance from the Agency with respect to the Project, and accordingly is willing to enter into this Uniform Agency Project Agreement in order to secure such Financial Assistance from the Agency: and

WHEREAS, all things necessary to constitute this Uniform Agency Project Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Uniform Agency Project Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS TO WIT:

ARTICLE I

DEFINITIONS

SECTION 1.01. DEFINITIONS. All capitalized terms used herein and not otherwise defined herein shall have the same meanings as set forth in the Lease Agreement. The following words and terms used in this Uniform Agency Project Agreement shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent.

“Application” means the application submitted by the Company to the Agency in June, 2021, as amended in September 2022 with respect to the Project, a copy of which is attached as Schedule D, in which the Company (A) described the Project, (B) requested that the Agency grant certain Financial Assistance with respect to the Project, and (C) indicated the Public Benefits that would result from approval of the Project by the Agency.

“Basic Documents” shall have the meaning set forth in the Lease Agreement, and includes this Uniform Agency Project Agreement.

“Community Commitments” means the community commitments described in Schedule G to this Uniform Agency Project Agreement.

“Completion Date” means the earlier to occur of (A) December 31, 2023 or (B) such date as shall be certified by the Company to the Agency as the date of completion of the Project pursuant to Section 4.2 of the Lease Agreement, or (C) such earlier date as shall be designated by written communication from the Company to the Agency as the date of completion of the Project.

“Contract Employee” means (A) a full-time, private-sector employee (or self-employed individual) that is not on the Company’s payroll but who has worked for the Company at the Project Facility for a minimum of 35 hours per week for not less than 4 consecutive weeks providing services that are similar to services that would otherwise be performed by a Full Time Equivalent Employee, or (B) 2 part-time, private-sector employees (or self-employed individuals) that are not on the Company’s payroll but who have worked for the Company at the Project Facility for a combined minimum of 35 hours per week for not less than 4 consecutive weeks providing services that are similar to services that would otherwise be performed by a Full Time Equivalent Employee.

“Equipment” shall have the meaning set forth in the Lease Agreement.

“Facility” shall have the meaning set forth in the Lease Agreement.

“Financial Assistance” means exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes as more particularly described in the Basic Documents.

“Full Time Equivalent Employee” means (A) a full-time, permanent, private-sector employee on the Company’s payroll, who has worked at the Project Facility for a minimum of 35 hours per week for not less than 4 consecutive weeks and who is entitled to receive the usual and customary fringe benefits extended by the Company to other employees with comparable rank and duties; or (B) two part-time, permanent, private-sector employees on Company’s payroll, who have worked at the Project Facility for a combined minimum of 35 hours per week for not less than 4 consecutive weeks and who are entitled to receive the usual and customary fringe benefits extended by the Company to other employees with comparable rank and duties; or (C) a Contract Employee.

For purposes of this Uniform Agency Project Agreement and satisfaction of the Employment Levels (as defined herein), the total number of Full Time Equivalent Employees will be calculated as follows: (1) using the definition of Full Time Equivalent Employee immediately above, determine the number of Full Time Equivalent Employees working at the Project Facility, (2) determine the total hours worked by such Full Time Equivalent Employees (including overtime hours), and (3) divide the total amount of hours worked by the Full Time Equivalent Employees by 35.

By way of example, if the Company employees 65 Full Time Equivalent Employees at the Project Facility, each of the Full Time Equivalent Employees works 40 regular hours per week, and total overtime in a given week is equal to 50 hours, the equation referenced in the paragraph above would be calculated as follows:

$$65 \text{ (FTE)} \times 40 \text{ (Regular Hours)} = 2600 + 50 \text{ (Overtime Hours)} = 2650 \text{ (Hours)}$$
$$2650 \text{ (Hours)} / 35 = 74.29 \text{ (FTE)}$$

“Land” means the Company’s interest in approximately 142.792 acres of land located between State Route 9W and County Route 101 in the Town of Coeymans, Albany County, New York.

“Lease Agreement” means the lease agreement dated as of December 1, 2022 by and between the Agency, as landlord, and the Company, as tenant, pursuant to which, among other things, the Agency has leased the Project Facility to the Company, as said lease agreement may be amended or supplemented from time to time.

“Payment in Lieu of Tax Agreement” means the payment in lieu of tax agreement dated as of December 1, 2022 by and between the Agency and the Company, pursuant to which the Company has agreed to make payments in lieu of taxes with respect to the Project Facility, as such agreement may be amended or supplemented from time to time.

“Project” shall have the meaning set forth in the Lease Agreement.

“Project Facility” means, collectively, the Land, the Facility, and the Equipment.

“Recapture Events” shall mean the following:

(1) failure to complete the acquisition, construction, and installation of the Project Facility;

(2) failure by the Company to meet at least eighty percent (80%) of the Employment Level requirements contained in Section 3.02(E) hereof and in the Application or Initial Employment Plan;

(3) liquidation of substantially all of the Company’s operating assets and/or cessation of substantially all of the Company’s operations;

(4) relocation of all or substantially all of Company’s operations at the Project Facility to another site, or the sale, lease or other disposition of all or substantially all of the Project Facility;

(5) transfer of jobs equal to at least fifteen percent (15%) of the Company’s Employment Level out of Albany County, New York;

(6) failure by the Company to comply with the annual reporting requirements or to provide the Agency with requested information;

(7) sublease of all or part of the Project Facility in violation of the Basic Documents;

(8) a change in the use of the Project Facility, other than as a solar-powered electric generating facility and other directly and indirectly related uses;

(9) failure by the Company to provide, or cause to be provided, the "Community Commitments" described in Section 3.01(B)(3) hereof; or

(10) failure by the Company to make an actual investment in the Project by the Completion Date equal to or exceeding 80% of the Total Project Costs as set forth in the Application.

"Recapture Period" means an approximately twenty (20) year period ending on December 31, 2043.

SECTION 1.2. INTERPRETATION. In this Uniform Agency Project Agreement, unless the context otherwise requires:

(A) the terms "hereby", "hereof", "herein", "hereunder" and any similar terms as used in this Uniform Agency Project Agreement, refer to this Uniform Agency Project Agreement; and the term "heretofore" shall mean before, and the term "hereafter" shall mean after, the date of this Uniform Agency Project Agreement;

(B) words of masculine gender shall mean and include correlative words of feminine and neuter genders;

(C) words importing the singular number shall mean and include the plural number, and vice versa;

(D) any headings preceding the texts of the several Articles and Sections of this Uniform Agency Project Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Uniform Agency Project Agreement nor affect its meaning, construction or effect; and

(E) any certificates, letters or opinions required to be given pursuant to this Uniform Agency Project Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Uniform Agency Project Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant, and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State to enter into this Uniform Agency Project Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Uniform Agency Project Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery, and performance of this Uniform Agency Project Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Uniform Agency Project Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

SECTION 2.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. The Company does hereby represent, warrant, and covenant as follows:

(A) Power. The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is duly authorized to do business in the State and has the power under the laws of the State of Delaware to enter into this Uniform Agency Project Agreement and to perform and carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement, and by proper action of its members has been duly authorized to execute, deliver and perform this Uniform Agency Project Agreement.

(B) Authorization. The Company is authorized and has the power under its articles of organization, Operating agreement and the laws of the State of Delaware to enter into this Uniform Agency Project Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement. By proper action of its members, the Company has duly authorized the execution, delivery, and performance of this Uniform Agency Project Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Uniform Agency Project Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement by (and the execution, delivery and performance of this Uniform Agency Project Agreement, the consummation of the transactions

contemplated hereby and the fulfillment of and compliance with the provisions of this Uniform Agency Project Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its articles of organization, operating agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Uniform Agency Project Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this Uniform Agency Project Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery, or performance of this Uniform Agency Project Agreement by the Company or as a condition to the validity of this Uniform Agency Project Agreement.

ARTICLE III

COVENANTS AND AGREEMENTS

SECTION 3.01. FINANCIAL ASSISTANCE. (A) Financial Assistance. In the Application or Initial Employment Plan, the Company certified to the Agency employment information with respect to the Project Facility, and the operations of the Company. In reliance on the certifications provided by the Company in the Application or Initial Employment Plan, the Agency agrees to provide the Company with the following Financial Assistance related to the Project:

- | | |
|--|-------------|
| (1) sales and use tax exemptions (est.): | \$2,000,000 |
| (2) a mortgage recording tax exemption (est.): | \$625,000 |
| (3) a real property tax exemption (est.): | \$3,200,000 |

(B) Description of Project and Public Purpose of Granting Financial Assistance to the Project. In the Application and in the discussions had between the Company and the Agency with respect to the Company's request for Financial Assistance from the Agency with respect to the Project, the Company has represented to the Agency as follows:

(1) That the Project is described as follows: (1) the acquisition of an interest in the Company's interest in approximately 142.792 acres of land located between State Route 9W and County Route 101 in the Town of Coeymans, Albany County, New York (the "Land"), (2) the construction, installation and equipping on or under the Land of a buried and overhead collection line system, an interconnection substation facility, operations and maintenance structures and a system of gravel access roads, security fencing and gates, parking, landscaping and related improvements to the Land (collectively, the "Facility") and (3) the acquisition, installation and equipping therein and thereon of certain equipment, including photovoltaic panels producing direct current ("DC") electricity with a planned total rated alternating current ("AC") output capacity of up to 20 megawatts ("MW") to be mounted on fixed-tilt or tracking panel racks, inverters to convert DC electricity to AC electricity and furniture, fixtures, machinery and equipment (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities.

(2) That the Project will furnish the following benefits to the residents of Albany County, New York (the "Public Benefits"): as described in Exhibit A to the Approving Resolution, as amended.

(3) That the Company will provide, or cause to be provided, the Community Commitments described in Schedule G hereof.

(C) Payment in Lieu of Tax Agreement. A copy of the Payment in Lieu of Tax Agreement is attached as Schedule C. The attached Payment in Lieu of Tax Agreement describes the dates the payments in lieu of taxes are to be made and includes a table describing the amount of payments in lieu of taxes to be made.

(D) Contingent Nature of the Financial Assistance. Notwithstanding the provisions of Section 3.01(A) of this Uniform Agency Project Agreement, the Agency and the Company agree that the amount of Financial Assistance to be received by the Company with respect to the Project shall be contingent upon, and shall bear a direct relationship to, the success or lack of success of the Project in delivering the promised Public Benefits.

SECTION 3.02. COMPANY AGREEMENTS. The Company hereby agrees as follows:

(A) Filing – Initial. To file with the Agency, prior to the Closing Date, the Initial Employment Plan.

(B) Filing – Annual. To file with the Agency, on an annual basis, within sixty (60) days after the end of each calendar year, a report regarding the number of people employed at the Project Facility and certain other matters as required under Applicable Law, an annual employment verification/compliance report (the “Annual Verification Report,” in substantially the form attached hereto as Schedule F).

(C) Employment Listing. To list new employment opportunities created as a result of the Project with the following entities (hereinafter, the “JTPA Entities”): (1) the New York State Department of Labor Community Services Division and (2) the administrative entity of the service delivery area created by the Federal Job Training Partnership Act (P.L. No. 97-300) in which the Project Facility is located (while currently cited in Section 858-b of the Act, the Federal Job Training Partnership Act was repealed effective June 1, 2000, and has been supplanted by the Workplace Investment Act of 1998 (P.L. No. 105-220)).

(D) Employment Consideration. Except as otherwise provided by collective bargaining agreement, the Company agrees, where practicable, to first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the JTPA Entities.

(E) Employment Level. (1) Pursuant to the Application, as amended, there will be no full-time equivalent employees at the Project Facility.

(2) (a) To verify that the Employment Level is being achieved at the Project Facility and the information contained in the Annual Verification Report, the Company is required to submit, or cause to be submitted, within sixty (60) days after the end of each calendar year: a form NYS-45 as of the last payroll date in the month of December (the “Quarterly Report,” a copy of which is attached hereto as Schedule A and, together with the Annual Verification Report described in Section 3.02(B) above, being collectively referred to as the “Employment Affidavits”) or some other form that is explicitly approved by the Agency. Full Time Equivalent Employees for each calendar year during the term of this Uniform Agency Project Agreement shall be the number reported in the Employment Affidavits delivered by the Company pursuant to Section 3.02(B) and this Section 3.02(E)(2).

(b) In the event that some or all of the Full Time Equivalent Employees employed at the Project Facility constitute Contract Employees, it shall be the responsibility of the Company to deliver, or cause to be delivered, the Quarterly Reports of the employers relating to such Contract Employees. The Company hereby agrees to provide such Quarterly Reports in accordance with the terms contained in Section 3.02(E)(2)(a) above.

(F) Non-Discrimination. (1) At all times during the term of this Uniform Agency Project Agreement, the Company shall not discriminate against any employee or applicant for employment because of race, color, creed, age, sex or national origin. The Company shall use its best efforts to ensure that employees and applicants for employment with the Company or any subtenant of the Project Facility are treated without regard to their race, color, creed, age, sex, or national origin. As used herein, the term "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; downgraded; demoted; transferred; laid off; and terminated.

(2) The Company agrees that, in all solicitations or advertisements for employees placed by or on behalf of the Company during the term of this Uniform Agency Project Agreement, the Company will state in substance that all qualified applicants will be considered for employment without regard to race, color, creed or national origin, age or sex.

(G) The Company will endeavor to consider MWBE companies when making decisions to contract with third party vendors, contractors and materialmen.

(H) Within thirty (30) days written notice from the Agency, the Company agrees to post a sign at the site of the Project satisfying the requirements contained in Exhibit F attached.

(I) The Company agrees to provide the Agency with at least fourteen (14) days prior written notice of any groundbreaking, grand opening or other event relating to the undertaking and completion of the Project and to provide the officers of the Agency and such other officials as they may designate with an opportunity to speak at and participate in such event or events.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

SECTION 4.01. EVENTS OF DEFAULT DEFINED. (A) The following shall be “Events of Default” under this Uniform Agency Project Agreement, and the terms “Event of Default” or “default” shall mean, whenever they are used in this Uniform Agency Project Agreement, any one or more of the following events:

(1) A default in the performance or observance of any of the covenants, conditions or agreements on the part of the Company in this Uniform Agency Project Agreement and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Company, provided that, if such default is capable of cure but cannot be cured within such thirty (30) day period, the failure of the Company to commence to cure within such thirty (30) day period and to prosecute the same with due diligence.

(2) The occurrence of an “Event of Default” under any other Basic Document.

(3) Any representation or warranty made by the Company herein or in any other Basic Document proves to have been false at the time it was made.

SECTION 4.02. REMEDIES ON DEFAULT. (A) Whenever any Event of Default hereunder shall have occurred, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

(1) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable, (a) all amounts payable pursuant to Section 5.3 of the Lease Agreement, and (b) all other payments due under this Uniform Agency Project Agreement or any of the other Basic Documents; or

(2) terminate the Lease Agreement and the Payment in Lieu of Tax Agreement and convey to the Company all the Agency’s right, title and interest in and to the Project Facility (the conveyance of the Agency’s right, title and interest in and to the Project Facility shall be effected by the delivery by the Agency of the Termination of Lease to Agency and the Bill of Sale to Company. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from any such transfer of title); or

(3) take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements, or covenants of the Company under this Uniform Agency Project Agreement.

(B) No action taken pursuant to this Section 4.02 (including repossession of the Project Facility) shall relieve the Company from its obligations to make any payments required by this Uniform Agency Project Agreement and the other Basic Documents.

SECTION 4.03. RECAPTURE OF FINANCIAL ASSISTANCE. (A) General. Upon the occurrence of a Recapture Event that occurs during the Recapture Period, the Agency may require the Company to provide for the recapture of the project financial assistance provided as of the date of determination (the “Project Financial Assistance”), all in accordance with the terms of this Section 4.03. The Company

hereby agrees, if requested by the Agency, to pay within thirty (30) days to the Agency the recapture of the Project Financial Assistance, as provided in this Section 4.03.

(B) Project Financial Assistance to be Recaptured. The Project Financial Assistance to be recaptured, as adjusted by the provisions of Section 4.03(C) below, by the Agency from the Company upon the occurrence of a Recapture Event during a Recapture Period shall be an amount equal to a percentage (as provided in subsection (C) below) multiplied by the sum of the following:

(1) the portion of the amount of New York State sales and use taxes allocable to Albany County that the Company would have paid as of the date of determination in connection with the undertaking of the Project if the Project Facility was privately owned by the Company and not deemed owned or under the jurisdiction and control of the Agency;

(2) the amount of any mortgage recording tax exemption provided by the Agency to the Company in connection with the undertaking of the Project; and

(3) the difference between the amount of the payment in lieu of tax payments paid by the Company under the Payment in Lieu of Tax Agreement and the amount of the general real property ad valorem taxes that would have been payable by the Company to the Taxing Entities if the Project Facility was privately owned by the Company and not deemed owned or under the jurisdiction and control of the Agency.

(C) Amount of Project Financial Assistance to be Recaptured. Upon the occurrence of a Recapture Event, the Company shall pay to the Agency the following amounts as recapture:

Year	Amount of Recapture
2022	100% of the Project Financial Assistance
2023	100% of the Project Financial Assistance
2024	100% of the Project Financial Assistance
2025	95% of the Project Financial Assistance
2026	90% of the Project Financial Assistance
2027	85% of the Project Financial Assistance
2028	80% of the Project Financial Assistance
2029	75% of the Project Financial Assistance
2030	70% of the Project Financial Assistance
2031	65% of the Project Financial Assistance
2032	60% of the Project Financial Assistance
2033	55% of the Project Financial Assistance
2034	50% of the Project Financial Assistance
2035	45% of the Project Financial Assistance
2036	40% of the Project Financial Assistance
2037	35% of the Project Financial Assistance
2038	30% of the Project Financial Assistance
2039	25% of the Project Financial Assistance
2040	20% of the Project Financial Assistance
2041	15% of the Project Financial Assistance
2042	10% of the Project Financial Assistance
2043	5% of the Project Financial Assistance

(D) Redistribution of Project Financial Assistance to be Recaptured. Upon the receipt by the Agency of any amount of Project Financial Assistance pursuant to this Section 4.03, the Agency shall redistribute such amount within thirty (30) days of such receipt to the Taxing Entity that would have received such amount but for the granting by the Agency of the Project Financial Assistance.

(E) Survival of Obligations. The Company acknowledges that the obligations of the Company in this Section 4.03 shall survive the conveyance of the Project Facility to the Company and the termination of the Lease Agreement.

(F) Agency Review of Recapture Determination. The Agency's determination to recapture all or a portion of the Project Financial Assistance shall be made by the Agency after an evaluation of the criteria for recapture set forth in the Agency's "Recapture Benefits Policy" as in effect as of the Closing Date (a copy of which policy is attached hereto as Schedule B). If the Agency determines that a Recapture Event has occurred, it shall give notice of such determination to the Company. The Company shall have thirty (30) days from the date the notice is deemed given to submit a written response to the Agency's determination and to request a written and/or oral presentation to the Agency why the proposed recapture amount should not be paid to the Agency. The Company may make its presentation at a meeting of the Agency. The Agency shall then vote on a resolution recommending (i) a termination of Financial Assistance, (ii) a recapture of Financial Assistance, (iii) both a termination and a recapture of Financial Assistance, (iv) a modification of Financial Assistance or (v) no action.

SECTION 4.04. LATE PAYMENTS. (A) One Month. If the Company shall fail to make any payment required by this Uniform Agency Project Agreement within thirty days of the date that written notice of such payment is sent from the Agency to the Company at the address provided in Section 5.05 of this Uniform Agency Project Agreement, the Company shall pay the amount specified in such notice together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Uniform Agency Project Agreement when due and such delinquency shall continue beyond the thirty days after such notice, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the Agency until such payment in default shall have been made in full, and the Company shall pay the same to the Agency together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

SECTION 4.05. PAYMENT OF ATTORNEY'S FEES AND EXPENSES. If the Company should default in performing any of its obligations, covenants or agreements under this Uniform Agency Project Agreement and the Agency should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency within thirty (30) days not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.06. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency 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 Uniform Agency Project 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 a Recapture Event or an Event of Default 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) Notice Not Required. In order to entitle the Agency to exercise any remedy reserved to it in this Uniform Agency Project Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Uniform Agency Project Agreement.

(D) No Waiver. In the event any provision contained in this Uniform Agency Project 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 Uniform Agency Project Agreement shall be established by conduct, custom, or course of dealing.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. TERM. This Uniform Agency Project Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the execution and delivery of this Uniform Agency Project Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Uniform Agency Project Agreement shall continue to remain in effect until December 31, 2043.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Uniform Agency Project Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Uniform Agency Project Agreement may not be effectively amended, changed, modified, altered, or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, property addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Hecate Energy Albany 1 LLC
621 West Randolph Street
Chicago, Illinois 60661
Attention: Alex Campbell

WITH A COPY TO:

Barclay Damon LLP
125 East Jefferson Street
Barclay Damon Tower
Syracuse, New York 13202
Attention: Jeffrey W. Davis, Esq.

IF TO THE AGENCY:

Albany County Industrial Development Agency
112 State Street
Albany, New York 12207
Attention: Chairman

WITH A COPY TO:

The Forman Law Firm
68 Simmons Avenue
Cohoes, New York 12047
Attention: Walter J. Forman, Esq.

and

Hodgson Russ LLP
677 Broadway, Suite 401
Albany, New York 12207
Attention: A. Joseph Scott, III, Esq.

(C) Change of Address. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.06. BINDING EFFECT. This Uniform Agency Project Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Uniform Agency Project Agreement are intended to be for the benefit of the Agency.

SECTION 5.07. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Uniform Agency Project 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 Uniform Agency Project 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.

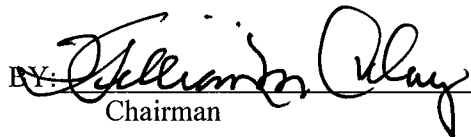
SECTION 5.08. COUNTERPARTS. This Uniform Agency Project Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.09. APPLICABLE LAW. This Uniform Agency Project Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 5.10. SURVIVAL OF OBLIGATIONS. The obligations of the Company to make the filings and listings required by Section 3.02 hereof shall survive the termination of this Uniform Agency Project Agreement, and all such filings and reports after such termination shall be made upon demand of the party to whom such filings and reports are due.

IN WITNESS WHEREOF, the Agency and the Company have caused this Uniform Agency Project Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

ALBANY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY:  _____
Chairman

HECATE ENERGY ALBANY 1 LLC

BY: _____
Authorized Officer

SPECIAL PROJECT CERTIFICATION

As required under Section 859-a(6) of the Act, the Company hereby certifies, under penalty of perjury, that the Company is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

HECATE ENERGY ALBANY 1 LLC

BY: _____
Authorized Officer

IN WITNESS WHEREOF, the Agency and the Company have caused this Uniform Agency Project Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

ALBANY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
Chairman

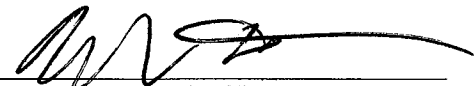
HECATE ENERGY ALBANY 1 LLC

BY:  _____
Authorized Officer

SPECIAL PROJECT CERTIFICATION

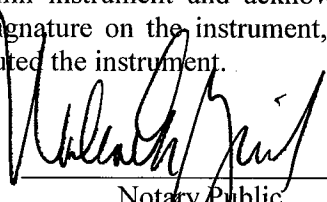
As required under Section 859-a(6) of the Act, the Company hereby certifies, under penalty of perjury, that the Company is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

HECATE ENERGY ALBANY 1 LLC

BY:  _____
Authorized Officer

STATE OF NEW YORK)
)ss:
COUNTY OF ALBANY)

On the 30th day of August, in the year 2022, before me, the undersigned, personally appeared WILLIAM M. CLAY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
Nadene E. Zeigler
Notary Public, State of New York
Qualified in Albany County
No. 02ZE5050898
Commission Expires October 23, 2025

)

) ss.:

)


Notary Public

Mandy Yang, Notary Public State of New York
Queens County
My Commission Expires 12/08/2025
Commission # 0146426324

SCHEDULE A
NYS-45
QUARTERLY REPORT

41919415

.... **For office use only**
Postmark

.....

Received date

c. Third month

UI SK AI SI WT SK

21. Total payment due (add lines 9 and 19; make one remittance payable to NYS Employment Contributions and Taxes)

Telephone number

Withholding
identification number



41919422

Part D - Form NYS-1 corrections/additions

Use Part D **only** for corrections/additions for the quarter being reported in Part B of **this** return. To correct original withholding information reported on Form(s) NYS-1, complete columns a, b, c, and d. To report additional withholding information not previously submitted on Form(s) NYS-1, complete **only** columns c and d. Lines 12 through 15 on the front of this return **must reflect these corrections/additions**.

a Original last payroll date reported on Form NYS-1, line A (mmdd)	b Original total withheld reported on Form NYS-1, line 4	c Correct last payroll date (mmdd)	d Correct total withheld

Part E - Change of business information

22. This line is not in use for this quarter.

23. If you **permanently ceased paying wages**, enter the date (mmddyy) of the final payroll (see Note below)

24. If you **sold or transferred all or part of your business**:

• Mark an X to indicate whether in whole ☐ or in part ☐

• Enter the date of transfer (mmddyy)

• Complete the information below about the acquiring entity

Legal name	EIN
Address	

Note: For questions about other changes to your withholding tax account, call the Tax Department at 518-485-6654; for your unemployment insurance account, call the UI Employer Hotline at 1-888-899-8810. If you are using a paid preparer or a payroll service, the section below must be completed.

Paid preparer's use	Preparer's signature	Date	Preparer's NYTPRIN	Preparer's SSN or PTIN	NYTPRIN excl. code
	Preparer's firm name (or yours, if self-employed)	Address	Firm's EIN	Telephone number ()	
Payroll service's name			Payroll service's EIN		

Checklist for mailing:

- File original return and keep a copy for your records.
- Complete lines 9 and 19 to ensure proper credit of payment.
- Enter your withholding ID number on your remittance.
- Make remittance payable to *NYS Employment Contributions and Taxes*.
- Enter your telephone number in boxes below your signature.
- See *Need help?* on Form NYS-45-I if you need forms or assistance.

Mail to:

NYS EMPLOYMENT
CONTRIBUTIONS AND TAXES
PO BOX 4119
BINGHAMTON NY 13902-4119

NYS-45 (1/19) (back)

SCHEDULE B

POLICY RESPECTING RECAPTURE OF PROJECT BENEFITS

SECTION 1. PURPOSE AND JUSTIFICATION. (A) The purpose of this Policy is to outline the procedures utilized by Albany County Industrial Development Agency (the "Agency") to review compliance with (1) the requirements of the Agency relating to job creation and/or retention, other expected public benefits and reporting and (2) the requirements of the State of New York (the "State") relating to sales tax exemptions and reporting.

(B) The Agency was created pursuant to Section 903-b of Title 2 of Article 18-A of the General Municipal Law and Title 1 of Article 18-A the General Municipal Law (collectively, the "Act") for the purpose of promoting employment opportunities for, and the general prosperity and economic welfare of, residents of Albany County, New York (the "County") and the State of New York (the "State"). Under the Act, the Agency was created in order to advance the job opportunities, health, general prosperity and economic welfare of the residents of the County and of the State.

(C) Chapter 59 of the Laws of 2013 (Part J), effective March 28, 2013 (the "2013 Budget Law"), enacted March 28, 2013, established new recordkeeping, reporting, and recapture requirements for industrial development agency projects that receive sales tax exemptions.

(D) The new sales tax recording and reporting requirements required by the 2013 Budget Law include the following: (1) a requirement to keep records of the amount of sales tax benefits provided to each project and make those records available to the State upon request; (2) a requirement to report to the State, within 30 days after providing financial assistance, the amount of sales tax benefits intended to be provided to a project; and (3) a requirement that the Agency post on the internet and make available without charge copies of its resolutions and agreements appointing an agent or project operator or otherwise related to any project it establishes. A project operator ("Project Operator") is appointed by the Agency through the filing of form ST-60 with the New York State Department of Taxation and Finance.

(E) The 2013 Budget Law requires that the Agency recapture State sales tax benefits where: (1) the project is not entitled to receive those benefits; (2) the exemptions exceed the amount authorized, or are claimed for unauthorized property or services; or (3) the project operator failed to use property or services in the manner required by its agreements with the Agency.

(F) For purposes of this Policy, with respect to a particular calendar year and a particular project, the term "financial assistance" shall include the following:

(1) Proceeds of debt obligations issued by the Agency with respect to said project have been disbursed during the calendar year in question.

(2) Any tax exemption or abatement (a) which may have directly or indirectly benefitted the project or project operator shall during such calendar year and (b) which resulted from (i) the Agency's title to, possession of or, control of or other interest in said project, or (ii) the designation by the Agency of said project occupant (or any sublessee, contractor, supplier or other operator of the project) as an agent of the Agency.

(3) Any grant made by the Agency with respect to said project or project operator shall during such calendar year.

(4) Any loan made by the Agency with respect to said project or project operator shall during such calendar year.

(G) Chapter 563 of the Laws of 2015, effective June 15, 2016 (the "Reform Legislation"), requires each industrial development agency to develop policies (1) for the suspension, discontinuance, or modification of financial assistance provided for a project, (2) for the recapture of all or part of the financial assistance provided for a project, and (3) to annually monitor the progress of projects with respect to investment and job creation/retention goals.

(H) The Agency has been advised that a number of other industrial development agencies have adopted policies pursuant to the Reform Legislation that (1) contain provisions allowing the industrial development agency to recapture certain financial benefits provided by said agency to a project applicant if said project applicant does not fulfill certain job creation promises contained in its application or fails to fulfill certain other promises made to said agency and (2) allow said agency to take into account exigent circumstances in deciding whether to exercise these provisions respecting the recapture of said financial benefits.

(I) For purposes of this Policy, with respect to a particular project, the term "Project Agreements" shall mean the project documents between the Agency and an applicant with respect to the applicant's project. In addition to an installment sale agreement or installment sale agreement between the Agency and the applicant, the Project Agreements may also include a payment in lieu of tax agreement, a project agreement, and one or more recapture agreements, as well as security agreements intended to ensure compliance by the applicant with the requirements of the Project Agreements.

SECTION 2. REQUIREMENTS FOR APPLICANTS. (A) Under the Act, the Agency is required to submit certain annual reports relating to Agency projects to the New York State Office of the Comptroller. In order to satisfy its annual reporting requirements and other requirements under the Act and certain other requirements imposed by the Act, as well as the new requirements imposed upon the Agency by the 2013 Budget Law, the Agency will require each applicant for financial assistance from the Agency agree to satisfy the following requirements as a condition to the receipt of such financial assistance:

(1) Any applicant requesting a sales tax exemption from the Agency must include in the application a realistic estimate of the value of the savings anticipated to be received by the applicant. Each applicant is hereby warned to provide a realistic estimate in the application, as the 2013 Budget Law and the regulations expected to be enacted thereunder are expected to require that the Agency recapture any benefit that exceeds the greater of (a) the amount listed in said application or (b) authorized by the Agency in a separate resolution.

(2) Any applicant requesting a sales tax exemption from the Agency must agree to annually file (and cause any sublessee, contractor, supplier or other operator of the project to file annually) with the State, on a form and in such manner as is prescribed by the State, a statement of the value of all sales and use tax exemptions claimed by the applicant and all contractors, subcontractors, consultants and other agents of the applicant under the authority granted to the applicant by the Agency.

(3) Any applicant requesting a sales tax exemption from the Agency must agree to furnish to the Agency a copy of each such annual report submitted to the State by the applicant or any sublessee, contractor, supplier or other operator of the project.

(4) As required by the 2013 Budget Law, the Project Agreements will provide that any sales tax benefits determined by the Agency to be subject to recapture pursuant to the 2013 Budget Law must be remitted by the applicant to the Agency within 20 days of a request therefor by the Agency.

(5) The applicant agrees that, as required by the 2013 Budget Law, the resolutions of the Agency with respect to the project and the Project Agreements and will now be publicly available on the Agency's website. As provided in the New York Freedom of Information Law ("FOIL"), the applicant may request that certain information contained therein be redacted and, if the applicant can demonstrate to the satisfaction of the Agency that release of said information would result in substantial harm to the applicant's competitive position, the Agency may comply with such request.

(6) Except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOC") and with the administrative entity (collectively with the DOC, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA"), as replaced by the Workforce Investment Act of 1998 (Public Law 105-220), in which the Project is located.

(7) Except as otherwise provided by collective bargaining agreements, where practicable, the applicant will first consider persons eligible to participate in JTPA programs who shall be referred by JTPA Entities for new employment opportunities created as a result of the Project.

(8) The applicant agrees, whenever requested by the Agency, to provide and certify or cause to be provided and certified such information concerning the Applicant, its finances and other topics as the Agency from time to time reasonably considers necessary or appropriate, including, but not limited to, such information as to enable the Agency to make any reports required by law or governmental regulation.

(9) Within sixty (60) days after the end of each calendar year, the applicant shall furnish to the Agency a certificate of an Authorized Representative of the applicant stating that no event of default under the Project Agreements has occurred or is continuing or, if any Event of Default exists, specifying the nature and period of existence thereof and what action the applicant has taken or proposes to take with respect thereto, and setting forth the unpaid principal balance of the Bonds and accrued but unpaid interest thereon and that no defenses, offsets or counterclaims exist with respect to the indebtedness evidenced thereby.

(10) The applicant shall insure that all employees and applicants for employment with regard to the Project are afforded equal employment opportunities without discrimination.

(11) The applicant agrees to file with the Agency, no later than sixty (60) days after the end of each calendar year, reports regarding the number of people employed at the project and certain other matters.

(B) In order to ensure that the project will create the public benefits anticipated by the Agency accruing to the residents and taxpayers of the County, the Project Agreements will require that each Agency project operator agree that, annually, within 60 days of the end of each calendar year during which a project has received any financial assistance from the Agency, such Agency project operator will complete and file with the Agency an annual report (the "Operator Annual Report") describing the status

of the project during the calendar year just completed, including such information as: jobs projected to be created/retained; estimated salary of jobs to be created/retained; current number of jobs; construction jobs created through the year; exemptions from taxes and payments in lieu of tax made; and status of bond financing related to the project.

SECTION 3. ENFORCEMENT. (A) The Agency will use the information contained in the Operator Annual Report, and may use site visits and follow ups, to gauge the status of a project in relation to the original commitment of the applicant as stated in the project application.

(B) Should the staff or board members of the Agency find significant deficiencies in any area; the project will be further reviewed. Examples of situations that may trigger review and/or action by the agency include:

(1) If the project operator shifts production activity to a facility outside of the County and, as a result, fails to achieve the economic benefits projected.

(2) If the project operator moves all operations outside the County, neglects to move operations to the County, or the project does not otherwise conform to the project described in the Project Agreements.

(3) If a significant shortfalls in economic benefits is identified, as compared with the application, such as a significant shortfall in new job creation/retention and/or expected major investments in the business.

(4) Failure to comply with annual reporting requirements or provide the Agency with requested information.

(5) Sale or closure of a project within the time period the applicant receives Agency financial assistance.

(C) Should the staff or board members of the Agency find significant deficiencies in the achievement of the economic benefits promised as described in the application and the Project Agreements, the project operator will be asked to provide justification for said shortfalls. The board members of the Agency will compare these statements against industry standards, as well as the current market and economic conditions, to determine whether the project operator did all that it could to meet its obligations as outlined in the application and the Project Agreements.

(D) The board members of the Agency will determine on a case by case basis whether a hearing is appropriate to allow a project operator to be heard on the issue regarding said project operator's failure to achieve the projected economic benefits.

(E) Should the board members of the Agency find that (1) significant deficiencies in the achievement of the economic benefits promised as described in the application and the Project Agreements have occurred and (2) there appears to be no justification satisfactory to the Agency to explain these deficiencies, the Agency may determine to undertake any enforcement action available to the Agency under the Agency Agreements to seek redress for these deficiencies.

(F) Enforcement action taken by the Agency under the Project Agreements may include, but shall not be limited to, the following:

- (1) Requesting cure of the deficiency by a final notice letter.
- (2) Forwarding an event of default notice under the Project Agreements.
- (3) Notifying appropriate New York State agencies of the project operator's failure to comply with such requirements.
- (4) Terminating any or all of the Project Agreements early.
- (5) Reducing the value of financial assistance moving forward.
- (6) Terminating any future financial assistance.
- (7) Requiring that the value of all the financial assistance utilized to date to be repaid in full or in part, with interest.

(G) In connection with the undertaking of a Project and/or the preparation of Project Agreements, the Agency also reserves the right to negotiate the terms and conditions of these recapture provisions.

SECTION 4. EFFECTIVE DATE. This policy shall be effective with respect to any project undertaken by the Agency after the date of approval of this Policy, including but not limited to any Project Agreements signed or amended after such date.

SCHEDULE C

COPY OF PAYMENT IN LIEU OF TAX AGREEMENT

REVISED

CLOSING ITEM NO.: A-5

ALBANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

HECATE ENERGY ALBANY 1 LLC

PAYMENT IN LIEU OF TAX AGREEMENT

DATED AS OF DECEMBER 1, 2022

RELATING TO THE PREMISES LOCATED BETWEEN STATE ROUTE
9W AND COUNTY ROUTE 101 (BEING PORTIONS OF TAX MAP
NUMBERS: 143.-2-4.1, 143.-2-5, 143.-2-6, 143.-2-19.1, 143.-2-20, 143.-2-
22) IN THE TOWN OF COEYMANS, ALBANY COUNTY, NEW YORK.

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REVISED

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PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT dated as of December 1, 2022 (the "Payment in Lieu of Tax Agreement") by and between ALBANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 112 State Street, Albany, New York (the "Agency"), and HECATE ENERGY ALBANY 1 LLC (the "Company"), a limited liability company organized and existing under the laws of the State of Delaware having an office for the transaction of business located at 621 West Randolph Street, Chicago, Illinois;

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 178 of the Laws of 1975 of the State (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in June, 2021, Hecate Energy Albany 1 LLC (the "Company") and Hecate Energy Albany 2 LLC ("Hecate 2"), each a limited liability company duly organized and validly existing under the laws of the State of Delaware, presented an application (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Original Project") for the benefit of the Company and Hecate 2, said Original Project to include the following: (A) (1) the acquisition of an interest in a portion of an approximately 436 acre parcel of land located between State Route 9W and County Route 101 in the Town of Coeymans, Albany County, New York (the "Original Land"), (2) the construction, installation and equipping on or under the Land of a buried and overhead collection line system, an interconnection substation facility, operations and maintenance structures and a system of gravel access roads, security fencing and gates, parking, landscaping and related improvements to the Land (collectively, the "Original Facility") and (3) the acquisition, installation and equipping therein and thereon of certain equipment, including photovoltaic panels producing direct current ("DC") electricity with a planned total rated alternating current ("AC") output capacity of up to 40 megawatts ("MW") to be mounted on fixed-tilt or tracking panel racks, inverters to convert DC electricity to AC electricity and furniture,

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fixtures, machinery and equipment (collectively, the "Original Equipment") (the Original Land, the Original Facility and the Original Equipment hereinafter collectively referred to as the "Original Project Facility"), all of the foregoing to be owned and operated by the Company and Hecate 2 as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease of the Original Project Facility to the Company and Hecate 2 or such other person as may be designated by the Company and Hecate 2 and agreed upon by the Agency; and

WHEREAS, pursuant to the authorization contained in a resolution adopted by the members of the Agency on July 14, 2021 (the "Public Hearing Resolution"), the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency pursuant to Section 859-a of the Act (the "Public Hearing") to hear all persons interested in the Original Project and the Financial Assistance being contemplated by the Agency with respect to the Original Project, to be mailed on September 2, 2021 to the chief executive officers of the county and of each city, town, village and school district in which the Original Project is to be located, (B) caused notice of the Public Hearing to be posted on September 2, 2021 on a public bulletin board located at the Coeymans Town Hall located at 18 Russell Road in the Town of Coeymans, Albany County, New York, and on the Agency's website, (C) caused notice of the Public Hearing to be published on September 5, 2021 in the Daily Gazette and on September 8, 2021 in the Times Union, newspapers of general circulation available to the residents of the Town of Coeymans, Albany County, New York, (D) conducted the Public Hearing on September 15, 2021, at 7:00 o'clock p.m., local time at the Coeymans Town Hall located at 18 Russell Road in the Town of Coeymans, Albany County, New York, and (E) prepared a report of the Public Hearing (the "Report") which fairly summarized the views presented at said public hearing and distributed same to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), by resolution adopted by the members of the Agency on October 29, 2021 (the "SEQR Resolution"), the Agency determined that the Original Project is exempt from review under SEQRA pursuant to the provisions of Article 10 of the Public Service Law of the State of New York, as amended, and therefore a determination by the Agency as to whether the Original Project may have a "significant effect on the environment" (as said quoted term is defined under SEQRA) is not required; and

WHEREAS, by further resolution adopted by the members of the Agency on October 29, 2021 (the "Approving Resolution"), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of December 1, 2022 (the "Lease Agreement") between the Agency, the Company and Hecate 2 and certain other documents related thereto and to the Original Project (collectively with the Lease Agreement, the "Basic Documents"); and

WHEREAS, subsequent to the adoption of the Approving Resolution, the Agency was informed that the Project would be split into two (2) projects, with the Company undertaking the following project (the "Project"): (A) (1) the acquisition of an interest in the Company's interest in approximately 142.792 acres of land located between State Route 9W and County Route 101 in the Town of Coeymans, Albany County, New York (the "Land"), (2) the construction, installation and equipping on or under the Land of a buried and overhead collection line system, an interconnection substation facility, operations and maintenance structures and a system of gravel access roads, security fencing and gates, parking, landscaping and related improvements to the Land (collectively, the "Facility") and (3) the acquisition, installation and equipping therein and thereon of certain equipment, including photovoltaic panels producing direct current

("DC") electricity with a planned total rated alternating current ("AC") output capacity of up to 20 megawatts ("MW") to be mounted on fixed-tilt or tracking panel racks, inverters to convert DC electricity to AC electricity and furniture, fixtures, machinery and equipment (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, also, subsequent to the adoption of the Approving Resolution, pursuant to an amendment to the Application received by the Agency on September 22, 2022 (the "Amendment" and collectively with the Application, the "Application"), the Agency, by resolution adopted on October 19, 2022 (the "Amended Approving Resolution"), amended the number of full-time employees at the Project Facility; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency a certain lease to agency dated as of December 1, 2022 (the "Lease to Agency") by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency the Project Facility, (B) the Company and the Agency will execute and deliver (1) a certain payment in lieu of tax agreement dated as of December 1, 2022 (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, (2) a certain recapture agreement (the "Section 875 GML Recapture Agreement") by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes and (3) a certain uniform agency project agreement dated as of December 1, 2022 (the "Uniform Agency Project Agreement") relating to the granting of the Financial Assistance by the Agency to the Company, (C) the Agency will file with the assessor and mail to the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the Project Facility and the Payment in Lieu of Tax Agreement, (D) the Agency will execute and deliver to the Company a sales tax exemption letter (the "Sales Tax Exemption Letter") to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance and (E) the Agency will file with the New York State Department of Taxation and Finance the form entitled "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (the form required to be filed pursuant to Section 874(9) of the Act) (the "Thirty-Day Sales Tax Report"); and

WHEREAS, under the present provisions of the Act and Section 412-a of the Real Property Tax Law of the State of New York (the "Real Property Tax Law"), upon the filing by the Agency of the Real Property Tax Exemption Form, the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, pursuant to the provisions of Section 6.6 of the Lease Agreement, the Company has agreed to make payments in lieu of taxes with respect to the Project Facility in an amount equivalent to normal taxes, provided that, so long as this Payment in Lieu of Tax Agreement shall be in effect, the Company shall during the term of this Payment in Lieu of Tax Agreement make payments in lieu of taxes in the amounts and in the manner provided in this Payment in Lieu of Tax Agreement, and during such period the provisions of Section 6.6 of the Lease Agreement shall not control the amounts due as payment

in lieu of taxes with respect to that portion of the Project Facility which is covered by this Payment in Lieu of Tax Agreement; and

WHEREAS, all things necessary to constitute this Payment in Lieu of Tax Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Payment in Lieu of Tax Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, in consideration of the matters above recited, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

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ARTICLE I

REPRESENTATIONS AND WARRANTIES

SECTION 1.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State of New York to enter into the transactions contemplated by this Payment in Lieu of Tax Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement hereunder.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

(D) Consent by Affected Tax Jurisdictions. Albany County, the Town of Coeymans and the Ravena Coeymans Selkirk School District (collectively hereinafter referred to as the "Affected Tax Jurisdictions") have each adopted resolutions or certificates approving the terms of this Payment in Lieu of Tax Agreement. Copies of the resolutions and certificates of the Affected Tax Jurisdictions which approve the Payment in Lieu of Tax Agreement are attached as Exhibit B to this Payment in Lieu of Tax Agreement.

SECTION 1.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. The Company does hereby represent, warrant and covenant as follows:

(A) Power. The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is duly authorized to do business in the State of New York and has the power under the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement, and by proper action of its members has been duly authorized to execute, deliver and perform this Payment in Lieu of Tax Agreement.

(B) Authorization. The Company is authorized and has the power under its articles of organization, Operating agreement and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper action of its members, the Company has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by (and the execution, delivery and performance of this Payment in Lieu of Tax Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Payment in Lieu of Tax Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its articles of organization or Operating agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Payment in Lieu of Tax Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this Payment in Lieu of Tax Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Payment in Lieu of Tax Agreement by the Company or as a condition to the validity of this Payment in Lieu of Tax Agreement.

ARTICLE II

COVENANTS AND AGREEMENTS

SECTION 2.01. TAX-EXEMPT STATUS OF THE PROJECT FACILITY. (A) Assessment of the Project Facility. Pursuant to Section 874 of the Act and Section 412-a of the Real Property Tax Law, the parties hereto understand that, upon acquisition of a leasehold interest in the Project Facility by the Agency and the filing by the Agency of a New York State Board of Real Property Services Form RP-412-a (a "Real Property Tax Exemption Form") with respect to the Project Facility, and for so long thereafter as the Agency shall own the Project Facility, the Project Facility shall be assessed by the various taxing entities having jurisdiction over the Project Facility, including, without limitation, any county, city, school district, town, village or other political unit or units wherein the Project Facility is located (such taxing entities being sometimes collectively hereinafter referred to as the "Taxing Entities", and each of such Taxing Entities being sometimes individually hereinafter referred to as a "Taxing Entity") as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to the acquisition by the Agency of the leasehold interest to the Project Facility created by the Underlying Lease and the filing of the Real Property Tax Exemption Forms. The Company shall, promptly following acquisition by the Agency of the leasehold interest to the Project Facility created by the Underlying Lease, take such action as may be necessary to ensure that the Project Facility shall be assessed as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to such acquisition by the Agency, including ensuring that a Real Property Tax Exemption Form shall be filed with the appropriate officer or officers of each respective Taxing Entity responsible for assessing properties on behalf of each such Taxing Entity (each such officer being hereinafter referred to as an "Assessor"). For so long thereafter as the Agency shall own such leasehold interest in the Project Facility, the Company shall take such further action as may be necessary to maintain such exempt assessment with respect to each Taxing Entity. The parties hereto understand that the Project Facility shall not be entitled to such tax-exempt status on the tax rolls of any Taxing Entity until the first tax year of such Taxing Entity following the tax status date of such Taxing Entity occurring subsequent to the date upon which the Agency becomes the owner of record of such leasehold interest in the Project Facility and the Real Property Tax Exemption Forms are filed with the Assessors. Pursuant to the provisions of the Lease Agreement, the Company will be required to pay all taxes and assessments lawfully levied and/or assessed against the Project Facility, including taxes and assessments levied for the current tax year and all subsequent tax years until the Project Facility shall be entitled to exempt status on the tax rolls of the respective Taxing Entities. The Agency will cooperate with the Company to obtain and preserve the tax-exempt status of the Project Facility.

(B) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the Act and Section 412-a of the Real Property Tax Law does not entitle the Agency to exemption from special assessments and special ad valorem levies. Pursuant to the Lease Agreement, the Company will be required to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Project Facility.

SECTION 2.02. PAYMENTS IN LIEU OF TAXES. (A) Agreement to Make Payments. The Company agrees that it shall make annual payments in lieu of property taxes in the amounts hereinafter provided to the respective Taxing Entities entitled to receive same pursuant to the provisions hereof. The Company also agrees to give the Assessors a copy of this Payment in Lieu of Tax Agreement. The payments due hereunder shall be paid by the Company to the respective appropriate officer or officers of the respective Taxing Entities charged with receiving payments of taxes for such Taxing Entities (such officers being collectively hereinafter referred to as the "Receivers of Taxes") for distribution by the Receivers of Taxes to the appropriate Taxing Entities entitled to receive same pursuant to the provisions hereof.

(B) Valuation of the Project Facility. (1) The value of the Project Facility for purposes of determining payments in lieu of taxes due hereunder (hereinafter referred to as the "Assessed Value") shall be determined by the appropriate Assessors. The Company agrees to give the Assessors a copy of this Payment in Lieu of Tax Agreement. The parties hereto agree that the Assessors shall (a) appraise the Land in the same manner as other similar properties in the general area of the Land, (b) place an Assessed Value upon the Land, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes, (c) appraise the Facility and any portion of the Equipment assessable as real property pursuant to the New York Real Property Tax Law (collectively with the Facility, the "Improvements") in the same manner as other similar properties in the general area of the Improvements, and (d) place an Assessed Value upon the Improvements, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial determination of the Assessed Value of the Improvements and of any change in the Assessed Value of the Land or the Improvements.

(2) If the Company is dissatisfied with the amount of the Assessed Value of the Improvements as initially established or with the amount of the Assessed Value of the Land or the Improvements as changed, and if the Company shall have given written notice of such dissatisfaction to the appropriate Assessor and the Agency within thirty (30) days of receipt by the Company of written notice of the initial establishment of such Assessed Value of the Improvements, or of a change in such Assessed Value of the Land or the Improvements, then the Company shall be entitled to challenge the Assessed Value in accordance with Article 7 of the Real Property Tax Law. The Company shall be entitled to take any actions under Article 7 of the Real Property Tax Law with respect to the Assessed Value of the Project Facility notwithstanding the fact that the Agency has an interest in the Land pursuant to the Lease to Agency. Any payments in lieu of taxes due upon the Project Facility pursuant to Section 2.02(C) may not be withheld by the Company pending determination of the Assessed Value by the arbitrators.

(C) Amount of Payments in Lieu of Taxes. (1) Notwithstanding anything to the contrary set forth in this Payment in Lieu of Tax Agreement, in each tax year during the term of this Payment in Lieu of Tax Agreement through December 31, 2043, the amount payable by the Company to the Agency on behalf of all of the Taxing Entities as an aggregate payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Project Facility shall be fixed and shall be in the amounts as shown in the following table:

<u>Roll Year</u>	<u>Due Date for PILOT Payment to School District</u>	<u>Due Date for PILOT Payment to County and Town</u>	<u>PILOT Payment to County</u>	<u>PILOT Payment to Town</u>	<u>PILOT Payment to School District</u>
2023	September 30, 2023	January 31, 2024	\$1,615	\$1,264	\$9,121
2024	September 30, 2024	January 31, 2025	\$1,615	\$1,264	\$9,121
2025	September 30, 2025	January 31, 2026	\$1,615	\$1,264	\$9,121
2026	September 30, 2026	January 31, 2027	\$1,615	\$1,264	\$9,121
2027	September 30, 2027	January 31, 2028	\$1,615	\$1,264	\$9,121
2028	September 30, 2028	January 31, 2029	\$1,615	\$1,264	\$9,121
2029	September 30, 2029	January 31, 2030	\$1,615	\$1,264	\$9,121
2030	September 30, 2030	January 31, 2031	\$1,615	\$1,264	\$9,121
2031	September 30, 2031	January 31, 2032	\$1,615	\$1,264	\$9,121
2032	September 30, 2032	January 31, 2033	\$1,615	\$1,264	\$9,121
2033	September 30, 2033	January 31, 2034	\$1,615	\$1,264	\$9,121
2034	September 30, 2034	January 31, 2035	\$1,615	\$1,264	\$9,121
2035	September 30, 2035	January 31, 2036	\$1,615	\$1,264	\$9,121

2036	September 30, 2036	January 31, 2037	\$1,615	\$1,264	\$9,121
2037	September 30, 2037	January 31, 2038	\$1,615	\$1,264	\$9,121
2038	September 30, 2038	January 31, 2039	\$1,615	\$1,264	\$9,121
2039	September 30, 2039	January 31, 2040	\$1,615	\$1,264	\$9,121
2040	September 30, 2040	January 31, 2041	\$1,615	\$1,264	\$9,121
2041	September 30, 2041	January 31, 2042	\$1,615	\$1,264	\$9,121
2042	September 30, 2042	January 31, 2043	\$1,615	\$1,264	\$9,121

(2) In each tax year following termination of this Payment in Lieu of Tax Agreement, commencing on January 1, 2044, if the Underlying Lease and the Lease Agreement are still in effect, then the amount payable by the Company to the Agency on behalf of all Taxing Entities as a payment in lieu of tax pursuant to this Payment in Lieu of Tax Agreement with respect to the Project Facility shall be an amount equal to 100% of the amounts as would result from real estate taxes being levied on the Project Facility by the Taxing Entities if the Project Facility were privately owned by the Company and not deemed owned by or under the jurisdiction, control or supervision of the Agency. The Company shall pay or cause to be paid to the Taxing Entities when due all such payments in lieu of real estate taxes with respect to the Project Facility required by this Section 2.02(C)(2).

(D) Additional Amounts in Lieu of Taxes. Commencing on the first tax year following the date on which any structural addition shall be made to the Project Facility or any portion thereof or any additional building or other structure shall be constructed on the Land (such structural additions and additional buildings and other structures being hereinafter referred to as "Additional Facilities") the Company agrees to make additional annual payments in lieu of property taxes with respect to such Additional Facilities (such additional payments being hereinafter collectively referred to as "Additional Payments") to the Receivers of Taxes with respect to such Additional Facilities, such Additional Payments to be computed separately for each Taxing Entity as follows:

(1) Determine the amount of general taxes and general assessments (hereinafter referred to as the "Additional Normal Tax") which would be payable to each Taxing Entity with respect to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency as follows: (a) multiply the Additional Assessed Value (as hereinafter defined) of such Additional Facilities determined pursuant to subsection (E) of this Section 2.02 by (b) the tax rate or rates of such Taxing Entity that would be applicable to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency, and (c) reduce the amount so determined by the amounts of any tax exemptions that would be afforded to the Company by such Taxing Entity if such Additional Facilities were owned by the Company and not the Agency.

(2) In each fiscal tax year during the term of this Payment in Lieu of Tax Agreement (commencing in the fiscal tax year when such Additional Facilities would first appear on the assessment roll of any Taxing Entity) if such Additional Facilities were owned by the Company and not the Agency, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax with respect to such Additional Facilities pursuant to this Payment in Lieu of Tax Agreement shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Taxing Entity with respect to such Additional Facilities for such fiscal tax year (unless the Agency and the Company shall enter into a separate written agreement regarding payments in lieu of property taxes with respect to such Additional Facilities, in which case the provisions of such separate written agreement shall control).

(E) Valuation of Additional Facilities. (1) The value of Additional Facilities for purposes of determining payments in lieu of taxes due under Section 2.02(D) hereof shall be determined by the

Assessors of each respective Taxing Entity. The parties hereto agree that the Assessors shall (a) appraise the Additional Facilities in the same manner as other similar properties in the general area of the Project Facility, and (b) place a value for assessment purposes (hereinafter referred to as the "Additional Assessed Value") upon the Additional Facilities, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial establishment of such Additional Assessed Value and of any change in such Additional Assessed Value.

(2) If the Company is dissatisfied with the amount of the Additional Assessed Value of the Additional Facilities as initially established or as changed, and if the Company shall have given written notice of such dissatisfaction to the appropriate Assessor and the Agency within thirty (30) days of receipt by the Company of written notice of the initial establishment of such Additional Assessed Value, or of a change in such Additional Assessed Value, then the Company shall be entitled to challenge the Assessed Value in accordance with Article 7 of the Real Property Tax Law. The Company shall be entitled to take any actions under Article 7 of the Real Property Tax Law with respect to the Assessed Value of the Project Facility notwithstanding the fact that the Agency has an interest in the Land pursuant to the Lease to Agency. Any payments in lieu of taxes due upon such Additional Facilities pursuant to Section 2.02(D) hereof may not be withheld by the Company pending determination of the Additional Assessed Value.

(F) Statements. Pursuant to Section 858(15) of the Act, the Agency agrees to give each Taxing Entity a copy of this Payment in Lieu of Tax Agreement within fifteen (15) days of the execution and delivery hereof, together with a request that a copy hereof be given to the appropriate officer or officers of the respective Taxing Entities responsible for preparing the tax rolls for said Tax Entities (each, a "Tax Billing Officer") and a request that said Tax Billing Officers submit to the Company and to the appropriate Receiver of Taxes periodic statements specifying the amount and due date or dates of the payments due each Taxing Entity hereunder, such periodic statements to be submitted to the Company at approximately the times that tax bills are mailed by such Taxing Entities.

(G) Time of Payments. The Company agrees to pay the amounts due hereunder to the Receivers of Taxes for the benefit of each particular Taxing Entity in any fiscal tax year to the appropriate Receiver of Taxes within the period that such Taxing Entity allows payment of taxes levied in such fiscal tax year without penalty. The Company shall be entitled to receive receipts for such payments.

(H) Method of Payment. All payments by the Company hereunder shall be paid to the Receivers of Taxes in lawful money of the United States of America. The Receivers of Taxes shall in turn distribute the amounts so paid to the various Taxing Entities entitled to same.

SECTION 2.03. CREDIT FOR TAXES PAID. (A) Amount of Credit. The parties hereto acknowledge and agree that the obligation of the Company to make the payments provided in Section 2.02 of this Payment in Lieu of Tax Agreement shall be in addition to any and all other taxes and governmental charges of any kind whatsoever which the Company may be required to pay under the Lease Agreement. It is understood and agreed, however, that, should the Company pay in any fiscal tax year to any Taxing Entity any amounts in the nature of general property taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Project Facility or the interest therein of the Company or the occupancy thereof by the Company (but not including, by way of example, (1) sales and use taxes, and (2) special assessments, special ad valorem levies or governmental charges in the nature of utility charges, including but not limited to water, solid waste, sewage treatment or sewer or other rents, rates or charges), then the Company's obligation to make payments in lieu of property taxes attributed to such fiscal tax year to such Taxing Entity hereunder shall be reduced by the amounts which the Company shall have so paid to such Taxing Entity in such fiscal tax year, but there shall be no

cumulative or retroactive credit as to any payment in lieu of property taxes due to any other Taxing Entity or as to any payment in lieu of property taxes due to such Taxing Entity in any other fiscal tax year.

(B) Method of Claiming Credits. If the Company desires to claim a credit against any particular payment in lieu of tax due hereunder, the Company shall give the governing body of the affected Taxing Entity and the Agency prior written notice of its intention to claim any credit pursuant to the provision of this Section 2.03, said notice to be given by the Company at least thirty (30) days prior to the date on which such payment in lieu of tax is due pursuant to the provisions of Section 2.02(G) hereof. In the event that the governing body of the appropriate Taxing Entity desires to contest the Company's right to claim such credit, then said governing body, the Agency and the Company shall each select an arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall meet the qualifications set forth in Section 2.02(B) hereof, which arbitrators shall, at the sole cost and expense of the Company, determine whether the Company is entitled to claim any credit pursuant to the provisions of this Section 2.03 and, if so, the amount of the credit to which the Company is entitled. It is understood that the arbitrators are empowered to confirm the amount of the credit claimed by the Company or to determine a lower or higher credit. When the Company shall have given notice, as provided herein, that it claims a credit, the amount of any payment in lieu of property taxes due hereunder against which the credit may be claimed may be withheld (to the extent of the credit claimed by the Company, but only to the extent that such credit may be claimed against said payment in lieu of taxes pursuant to the provisions of this Section 2.03) until the decision of the arbitrators is rendered. After the decision of the arbitrators is rendered, the payment in lieu of taxes due with respect to any reduction or disallowance by the arbitrators in the amount of the credit claimed by the Company shall, to the extent withheld as aforesaid, be immediately due and payable and shall be paid by the Company within thirty (30) days of said decision.

SECTION 2.04. LATE PAYMENTS. (A) First Month. Pursuant to Section 874(5) of the Act, if the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due, the Company shall pay the same, together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due and such delinquency shall continue beyond the first month, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the affected Taxing Entity until such payment in default shall have been made in full, and the Company shall pay the same to the affected Taxing Entity together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

ARTICLE III
LIMITED OBLIGATION

SECTION 3.01. NO RECOURSE; LIMITED OBLIGATION OF THE AGENCY. (A) No Recourse. All obligations, covenants, and agreements of the Agency contained in this Payment in Lieu of Tax Agreement shall be deemed to be the obligations, covenants, and agreements of the Agency and not of any member, officer, agent, servant or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this Payment in Lieu of Tax Agreement, or otherwise based upon or in respect of this Payment in Lieu of Tax Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent (other than the Company), servant or employee, as such, of the Agency or any successor public benefit corporation or political subdivision or any person executing this Payment in Lieu of Tax Agreement on behalf of the Agency, either directly or through the Agency or any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement, it being expressly understood that this Payment in Lieu of Tax Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, officer, agent (other than the Company), servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent (other than the Company), servant or employee under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Payment in Lieu of Tax Agreement by the Agency.

(B) Limited Obligation. The obligations, covenants and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or County of Albany, New York, and neither the State of New York nor County of Albany, New York shall be liable thereon, and further such obligations, covenants and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility (except for revenues derived by the Agency with respect to the Unassigned Rights, as defined in the Lease Agreement).

(C) Further Limitation. Notwithstanding any provision of this Payment in Lieu of Tax Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (1) the Agency shall have been requested to do so in writing by the Company, and (2) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity and an agreement from the Company to defend and hold harmless the Agency satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

ARTICLE IV

EVENTS OF DEFAULT

SECTION 4.01. EVENTS OF DEFAULT. Any one or more of the following events shall constitute an event of default under this Payment in Lieu of Tax Agreement, and the terms "Event of Default" or "default" shall mean, whenever they are used in this Payment in Lieu of Tax Agreement, any one or more of the following events:

(A) Failure of the Company to pay when due any amount due and payable by the Company pursuant to this Payment in Lieu of Tax Agreement and continuance of said failure for a period of fifteen (15) days after written notice to the Company stating that such payment is due and payable;

(B) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder (other than as referred to in paragraph (A) above) and continuance of such failure for a period of thirty (30) days after written notice to the Company specifying the nature of such failure and requesting that it be remedied; provided that if such default cannot reasonably be cured within such thirty (30) day period and if the Company shall have commenced action to cure the breach of covenant, condition or agreement within said thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as the Company shall require in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of ninety (90) days in the aggregate from the date of default; or

(C) Any warranty, representation or other statement by or on behalf of the Company contained in this Payment in Lieu of Tax Agreement shall prove to have been knowingly false or incorrect in any material respect on the date when made or on the effective date of this Payment in Lieu of Tax Agreement and (1) shall be materially adverse to the Agency at the time when the notice referred to below shall have been given to the Company and (2) if curable, shall not have been cured within thirty (30) days after written notice of such incorrectness shall have been given in compliance with the notice provision of this Payment in Lieu of Tax Agreement, provided that if such incorrectness cannot reasonably be cured within said thirty-day period and the Company shall have commenced action to cure the incorrectness within said thirty-day period and, thereafter, diligently and expeditiously proceeds to cure the same, such thirty-day period shall be extended for so long as the Company shall require, in the exercise of due diligence, to cure such default.

SECTION 4.02. REMEDIES ON DEFAULT. (A) General. Whenever any Event of Default shall have occurred with respect to this Payment in Lieu of Tax Agreement, the Agency (or if such Event of Default concerns a payment required to be made hereunder to any Taxing Entity, then with respect to such Event of Default such Taxing Entity) may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Payment in Lieu of Tax Agreement.

(B) Cross-Default. In addition, an Event of Default hereunder shall constitute an event of default under Article X of the Lease Agreement. Upon the occurrence of an Event of Default hereunder resulting from a failure of the Company to make any payment required hereunder, the Agency shall have, as a remedy therefor under the Lease Agreement, among other remedies, the right to terminate the Lease Agreement and convey the Project Facility to the Company, thus subjecting the Project Facility to immediate full taxation pursuant to Section 520 of the Real Property Tax Law of the State.

(C) Separate Suits. Each such Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

(D) Venue. The Company irrevocably agrees that any suit, action or other legal proceeding arising out of this Payment in Lieu of Tax Agreement may be brought in the courts of record of the State, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

SECTION 4.03. PAYMENT OF ATTORNEY'S FEES AND EXPENSES. Pursuant to Section 874(6) of the Act, if the Company should default in performing any of its obligations, covenants or agreements under this Payment in Lieu of Tax Agreement and the Agency or any Taxing Entity should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency or such Taxing Entity, as the case may be, not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.04. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency or any Taxing Entity 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 Payment in Lieu of Tax 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 Event of Default 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) Notice Not Required. In order to entitle the Agency or any Taxing Entity to exercise any remedy reserved to it in this Payment in Lieu of Tax Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Payment in Lieu of Tax Agreement.

(D) No Waiver. In the event any provision contained in this Payment in Lieu of Tax 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 Payment in Lieu of Tax Agreement shall be established by conduct, custom or course of dealing.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. TERM. (A) General. This Payment in Lieu of Tax Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the approval of this Payment in Lieu of Tax Agreement by resolution of the Agency and the execution and delivery of this Payment in Lieu of Tax Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Payment in Lieu of Tax Agreement shall continue to remain in effect until the earlier to occur of (1) December 31, 2043 or (2) the date on which the Project Facility is reconveyed by the Agency to the Company pursuant to Article X or Article XI of the Lease Agreement.

(B) Extended Term. In the event that (1) the Project Facility shall be reconveyed to the Company, (2) on the date on which the Company obtains the Agency's interest in the Project Facility, the Project Facility shall be assessed as exempt upon the assessment roll of any one or more of the Taxing Entities, and (3) the fact of obtaining title to the Agency's interest in the Project Facility shall not immediately obligate the Company to make pro-rata tax payments pursuant to legislation similar to Chapter 635 of the 1978 Laws of the State (codified as subsection 3 of Section 302 of the Real Property Tax Law and Section 520 of the Real Property Tax Law), this Payment in Lieu of Tax Agreement shall remain in full force and effect and the Company shall be obligated to make payments to the Receiver of Taxes in amounts equal to those amounts which would be due from the Company to the respective Taxing Entities if the Project Facility were owned by the Company and not the Agency until the first tax year in which the Company shall appear on the tax rolls of the various Taxing Entities having jurisdiction over the Project Facility as the legal owner of record of the Project Facility.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Payment in Lieu of Tax Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Payment in Lieu of Tax Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, properly addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Notices Given by Taxing Entities. Notwithstanding the foregoing, notices of assessment or reassessment of the Project Facility and other notices given by a Taxing Entity under Article II hereof shall be sufficiently given and shall be deemed given when given by the Taxing Entity in the same manner in which similar notices are given to owners of taxable properties by such Taxing Entity.

(C) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

Hecate Energy Albany 1 LLC
621 West Randolph Street
Chicago, Illinois 60661
Attention: Alex Campbell

WITH A COPY TO:

Barclay Damon LLP
125 East Jefferson Street
Barclay Damon Tower
Syracuse, New York 13202
Attention: Jeffrey W. Davis, Esq.

IF TO THE AGENCY:

Albany County Industrial Development Agency
112 State Street
Albany, New York 12207
Attention: Chairman

WITH A COPY TO:

The Forman Law Firm
68 Simmons Avenue
Cohoes, New York 12047
Attention: Walter J. Forman, Esq.

and

Hodgson Russ LLP
677 Broadway, Suite 401
Albany, New York 12207
Attention: A. Joseph Scott, III, Esq.

(D) Copies. A copy of any notice given hereunder by the Company which affects in any way a Taxing Entity shall also be given to the chief executive officer of such Taxing Entity.

(E) Change of Address. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 5.06. BINDING EFFECT. This Payment in Lieu of Tax Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Payment in Lieu of Tax Agreement are intended to be for the benefit of the Agency and the respective Taxing Entities.

SECTION 5.07. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Payment in Lieu of Tax 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 Payment in Lieu of Tax 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.

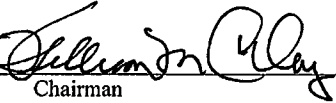
SECTION 5.08. COUNTERPARTS. This Payment in Lieu of Tax Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.09. APPLICABLE LAW. This Payment in Lieu of Tax Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 5.10. ASSIGNMENT. This Payment in Lieu of Tax Agreement may only be assigned by the Company in connection with an assignment of its interest in the Lease Agreement, and any such assignment shall be subject to all of the terms and conditions of the Lease Agreement.

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

ALBANY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: 
Chairman

HECATE ENERGY ALBANY 1 LLC

BY: _____
Authorized Officer

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

ALBANY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
Chairman

HECATE ENERGY ALBANY 1 LLC

BY:  _____
Authorized Officer

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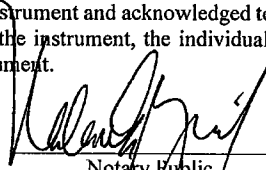
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012014.00048 Business 21891078v6

STATE OF NEW YORK)
)ss:
COUNTY OF ALBANY)

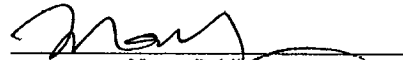
On the 30th day of August, in the year 2022, before me, the undersigned, personally appeared WILLIAM M. CLAY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
Nadene E. Zeigler
Notary Public, State of New York
Qualified in Albany County
No. 02ZE5050898
Commission Expires October 23, 2025

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

On the 15 day of September in the year 2022, before me, the undersigned, personally appeared NEHUL META, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

Mandy Yang, Notary Public State of New York
Queens County
My Commission Expires 12/06/2025
Commission # 0246426327

EXHIBIT A

DESCRIPTION OF THE LEASED LAND

A leasehold interest created by a certain lease to agency dated as of December 1, 2022 (the "Lease to Agency") between Hecate Energy Albany 1 LLC (the "Company"), as landlord, and Albany County Industrial Development Agency (the "Agency"), as tenant, in portions of an approximately 142.792 acre parcel of land (the "Leased Land") located between State Route 9W and County Route 101 in the Town of Coeymans, Albany County, New York, said Leased Land being more particularly described below), together with any improvements now or hereafter located on the Leased Land (the Leased Land and all such improvements being sometimes collectively referred to as the "Leased Premises"):

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Coeymans, Albany County, New York, bounded and described as follows:

- SEE ATTACHED -

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EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

Parcel 1

All that certain plot, piece, or parcel of land situate, lying and being in the Town of Coeymans, County of Albany, and State of New York; being more particularly described as follows:

Beginning at a rebar found in the easterly bounds of Albany County Route 101, said point being the southwesterly corner of lands now or formerly of Driscoll (L.2640 p.968) and a point on the westerly boundary of lands Now or Formerly of Flach;

Thence continuing along the boundary line of said lands of Flach the following 7 courses:

- 1) S 74° 00' 17" E for a distance of 273.35 feet to a point;
- 2) N 28° 11' 47" W for a distance of 963.12 feet to a point;
- 3) N 29° 54' 16" W for a distance of 503.22 feet to a point;
- 4) N 10° 29' 45" W for a distance of 49.34 feet to a point;
- 5) N 28° 11' 47" W for a distance of 638.00 feet to a point;
- 6) N 61° 48' 13" E for a distance of 80.00 feet to a point;
- 7) N 28° 11' 47" W for a distance of 612.00 feet to a point;

Thence departing said boundary line and continuing over and through said lands of Flach;

N 31° 31' 29" E for a distance of 381.27 feet to a point;
N 90° 00' 00" E for a distance of 487.41 feet to a point;
N 04° 01' 09" E for a distance of 295.51 feet to a point;
N 89° 24' 49" E for a distance of 625.99 feet to a point;
S 58° 51' 27" E for a distance of 561.94 feet to a point;
S 63° 30' 48" E for a distance of 642.06 feet to a point;
S 13° 51' 45" E for a distance of 414.01 feet to a point;
N 85° 42' 15" W for a distance of 764.94 feet to a point;
S 50° 56' 08" E for a distance of 443.20 feet to a point;
N 86° 28' 25" E for a distance of 1662.37 feet to a point;
N 89° 09' 46" E for a distance of 188.20 feet to a point on the western line of lands Now or Formerly of Behuniak (L.2245 p.55);
S 05° 20' 39" E for a distance of 296.00 feet to a point;
Thence departing said line and continuing over said lands of Flach;
S 79° 55' 14" W for a distance of 1495.75 feet to a point;
S 83° 00' 45" E for a distance of 1525.84 feet to a point on the western line of said lands of Behuniak;
S 05° 20' 39" E for a distance of 354.45 feet to a point;
Thence departing said line and continuing over said lands of Flach;
S 54° 45' 57" W for a distance of 362.10 feet to a point;
S 82° 26' 04" W for a distance of 433.14 feet to a point;
N 89° 40' 01" W for a distance of 578.04 feet to a point;
N 80° 15' 18" W for a distance of 700.99 feet to a point;
N 77° 58' 46" W for a distance of 1021.10 feet to a point;

Exhibit A-1

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S 35° 50' 00" W for a distance of 220.20 feet to a point;
S 72° 50' 31" E for a distance of 761.59 feet to a point;
N 90° 00' 00" W for a distance of 169.90 feet to a point;
S 00° 13' 21" W for a distance of 661.06 feet to a point;
N 87° 43' 15" W for a distance of 413.93 feet to a point;
N 24° 39' 49" W for a distance of 160.76 feet to the Point of Beginning.
Containing 141.675 acres, more or less.

Parcel 2

All that certain piece, parcel, or plat of land situated in the Town of Coeymans, County of Albany, and State of New York being more particularly described as follows:

Commencing at a rebar found along the easterly right of way of County Route 101 where the same is intersected by the division line of lands now or formerly of Driscoll (L.2650 p.968) on the North and lands now or formerly of Flach (L.2527 p.1067) on the South. Thence running along said right of way line South 24°39'49" East a distance of 160.76 feet to a point; thence through said lands of Flach (L.2527 p.1067) South 87°43'15" East a distance of 238.91 feet to the westerly line of other lands now or formerly of Flach (L. 2527 p.1070); thence through said lands of Flach (L.2527 p.1070 and L.2527 p.1067) along the division line between the North Solar Lease Parcel and the South Solar Lease Parcel, South 87°43'15" East a distance of 116.03 feet to a point; thence continuing through lands of Flach (L.2527 p.1067) South 28°11'47" East a distance of 673.95 feet to a point; thence along a curve to the left with a radius of 11405.18 feet and an arc length of 497.64 feet having a chord of South 29°26'47" East a distance of 497.60 feet to a point; thence continuing through lands now or formerly of Flach (L.2527 p.1067, L.2527 p.1060, and L.2527 p.1070) South 30°41'49" East a distance of 1745.39 feet to the Point of Beginning.

Thence from said Point of Beginning through lands of Flach (L.2527 p.1070 and L.2527 p.1060) due East a distance of 315.44 feet to a point; thence due South a distance of 187.26 feet to a point; thence due West a distance of 204.26 feet to a point; thence North 30°41'49" West a distance of 217.78 feet to the Point of Beginning.

Containing 48,659 square feet or 1.117 acres of land.

Exhibit A-2

A-3

012014.00048 Business 21851085v5

C-28

012014.00048 Business 21891078v6

EXHIBIT A-1

LEGAL DESCRIPTION OF TRANSMISSION FACILITIES EASEMENT

All that certain piece, parcel, or plat of land situated in the Town of Coeymans, County of Albany, and State of New York being more particularly described as follows:

Commencing at a rebar found along the easterly right of way of County Route 101 where the same is intersected by the division line of lands now or formerly of Driscoll (L.2650 p.968) on the North and lands now or formerly of Flach (L.2527 p.1067) on the South. Thence running along said right of way line South 24°39'49" East a distance of 160.76 feet to a point; thence through said lands of Flach (L.2527 p.1067) South 87°43'15" East a distance of 238.91 feet to the Point of Beginning. Said point being along the westerly line of other lands now or formerly of Flach (L. 2527 p.1070).

Thence through said lands of Flach (L.2527 p.1070 and L.2527 p.1067) along the division line between the North Solar Lease Parcel and the South Solar Lease Parcel, South 87°43'15" East a distance of 116.03 feet to a point; thence continuing through lands of Flach (L.2527 p.1067) South 28°11'47" East a distance of 673.95 feet to a point; thence along a curve to the left with a radius of 11405.18 feet and an arc length of 497.64 feet having a chord of South 29°26'47" East a distance of 497.60 feet to a point; thence continuing through lands now or formerly of Flach (L.2527 p.1067, L.2527 p.1060, and L.2527 p.1070) South 30°41'49" East a distance of 2088.38 feet to a point on the northerly line of lands now or formerly of Niagra Mohawk Power Corporation (L.1695 p.303 and L.1696 p.199); thence along said line North 63°43'42" West a distance of 183.45 feet to a point; thence through and along lands now or formerly of Flach (L.2527 p.1070, L.2527 p.1055, and L.2527 p.1067) North 30°41'49" West a distance of 1934.57 feet to a point; thence along a curve to the right with a radius of 11505.18 feet and an arc length of 502.01 feet having a chord of North 29°26'47" West a distance of 501.97 feet to a point; thence North 28°11'47" West a distance of 732.80 feet to the Point of Beginning.

Containing 321,462 square feet or 7.380 acres of land.

Exhibit A-1-1

A-4

012014.00048 Business 21851085v5

C-29

012014.00048 Business 21891078v6

EXHIBIT B
AUTHORIZING RESOLUTIONS OF AFFECT TAX JURISDICTIONS

012014.00048 Business 21851085v5

B-1

012014.00048 Business 21891078v6

C-30

TOWN APPROVAL

012014.00048 Business 21851085v5

B-2

012014.00048 Business 21891078v6

C-31

MINUTES BOOKTOWN OF COEYMANS**
June 24, 2021 – Town Board Meeting – 6:30pm

Supervisor McHugh stated that Ms. Hamilton had been working at the sewer plant and in various departments as a part-time floater clerk. He stated that there was a list from civil service and they sent out 70-75 letters of interest and received back only 2, one of which removed their name from consideration shortly after the interview. Both John Cashin and himself felt Ms. Hamilton was the most qualified.

Resolution #119-21 – Authorize Supervisor to Execute PILOT with Hecate

On motion of Supervisor McHugh, seconded by Councilmember Collins, the following resolution was: **APPROVED – VOTE – AYES 4 – NAYS 0 – ABSENT 1 – SO MOVED**

**RESOLUTION APPROVING THE TERMS AND CONDITIONS
OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO
BETWEEN ALBANY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY AND HECATE ENERGY
ALBANY 1 LLC AND HECATE ENERGY ALBANY 2 LLC IN
CONNECTION WITH THE HECATE ENERGY PROJECT.**

WHEREAS, Hecate Energy Albany 1 LLC and Hecate Energy Albany 2 LLC, New York State limited liability companies (collectively, the “Company”), has presented an application (the “Application”) to the Agency, a copy of which Application is on file at the office of the Agency, requesting that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in certain parcels of land located in the Town of Coeymans, Albany County, New York (collectively, the “Land”), (2) the construction on the Land of an approximately 40 megawatt commercial-scale solar electric generating facility (collectively, the “Facility”), and (3) the acquisition and installation therein and thereon of certain machinery and equipment (the “Equipment”) (the Land, the Facility and the Equipment hereinafter collectively referred to as the “Project Facility”), all of the foregoing to be owned and operated by the Company as a solar electric generating facility and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver a certain payment in lieu of tax agreement (the “PILOT Agreement”) by and between the Agency and the Company pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; and

WHEREAS, the Agency desires that the Town, as an affected taxing jurisdiction under the PILOT Agreement, approve the terms and conditions to be formalized in the PILOT Agreement (the “PILOT Request”);

NOW, THEREFORE, BE IT RESOLVED by the Town Board as follows:

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MINUTES BOOKTOWN OF COEYMANS**
June 24, 2021 – Town Board Meeting – 6:30pm

Section 1. The Town hereby approves the PILOT Request, including but not limited to the payment terms to be contained in the PILOT Agreement which are substantially described in Schedule A attached hereto.

Section 2. The Town Supervisor of the Town (the "Supervisor") is hereby authorized, on behalf of the Town, to consent to the terms of the PILOT Agreement as substantially described in Schedule A attached hereto, with such changes, variations, omissions and insertions as the Supervisor shall approve.

Section 3. The officers, employees and agents of the Town are hereby authorized and directed for and in the name and on behalf of the Town to do all acts and things required or provided for by the applicable provisions of the General Municipal Law of the State of New York in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 4. This resolution shall take effect immediately.

SCHEDULE A

Twenty (20) year term with the following payment schedule:

<u>Year</u>	<u>County</u>	<u>Town</u>	<u>School</u>
1	\$1,615	\$1,264	\$9,121
2	\$1,615	\$1,264	\$9,121
3	\$1,615	\$1,264	\$9,121
4	\$1,615	\$1,264	\$9,121
5	\$1,615	\$1,264	\$9,121
6	\$1,615	\$1,264	\$9,121
7	\$1,615	\$1,264	\$9,121
8	\$1,615	\$1,264	\$9,121
9	\$1,615	\$1,264	\$9,121
10	\$1,615	\$1,264	\$9,121
11	\$1,615	\$1,264	\$9,121
12	\$1,615	\$1,264	\$9,121
13	\$1,615	\$1,264	\$9,121
14	\$1,615	\$1,264	\$9,121
15	\$1,615	\$1,264	\$9,121
16	\$1,615	\$1,264	\$9,121
17	\$1,615	\$1,264	\$9,121
18	\$1,615	\$1,264	\$9,121
18	\$1,615	\$1,264	\$9,121
20	\$1,615	\$1,264	\$9,121

MINUTES BOOKTOWN OF COEYMANS**
June 24, 2021 – Town Board Meeting – 6:30pm

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

George D. McHugh	VOTING	<u>Aye</u>
Daniel D. Baker	VOTING	<u>Aye</u>
Zachary S. Collins	VOTING	<u>Aye</u>
Brandon L. LeFevre	VOTING	<u>Aye</u>
Linda S. Bruno	VOTING	<u>Absent</u>

Supervisor McHugh stated that this negotiation has taken well over a year, and that Larry Farbstein, Nita Chmielweksi and the Town Attorney were very instrumental in the process.

Resolution #120-21 – Authorize Purchase of Display Case for Artifacts

On motion of Councilmember Collins, seconded by Councilmember Baker, the following resolution was: **APPROVED – VOTE – AYES 4 – NAYS 0 – ABSENT 1 – SO MOVED**

WHEREAS, during the Town of Coeymans Sanitary Sewer Overflow Abatement and Elimination Project EFC # C4-5444-02-00 significant archeological artifacts known as the Crabapple Precontact Site (00103.000333) were discovered; and

WHEREAS, the Town of Coeymans entered into a Letter of Resolution pursuant to section 14.09 of the New York State Historic Preservation Act along with the New York State Environmental Facilities Corporation (NYSEFC) and the New York State Office of Park, Recreation and Historical Preservation (OPRHP) setting forth specific stipulations for the Crabapple Precontact site on July 25th 2017; and

WHEREAS; the Town of Coeymans agreed to provide sufficient funds to appropriately display and interpret the artifacts from the Crabapple Precontact Site when donated to an appropriate curation facility; and

WHEREAS, the Crabapple Precontact Site artifacts were donated to the Ravena Coeymans Historical Society by the land owner;

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Coeymans does hereby authorize the purchase of an appropriate museum custom exhibit display case for the Crabapple Precontact Site from Wood & Wood Inc. for the amount of \$7,777.39.

Resolution #121-21 – Amend Fees for Section A170

On motion of Councilmember Baker, seconded by Councilmember LeFevre, the following resolution was: **APPROVED – VOTE – AYES 4 – NAYS 0 – ABSENT 1 – SO MOVED**

WHEREAS, the Town of Coeymans Code, Chapter A170 provides a list of Building Department Permit fee Schedules; and

SCHOOL DISTRICT APPROVAL

012014.00048 Business 21851085v5

B-6

012014.00048 Business 21891078v6

C-35

Engel - Y Hill-Burns - Y Hotelling - Y Hyslop - Y Klein - 0
McFerran - Y Reville - Y Ross - Y Shackelton - 0

Motion Approved: 7-0-0

**6.18 RESOLUTION APPROVING THE TERMS AND CONDITIONS OF
A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN
ALBANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND HECATE
ENERGY ALBANY 1 LLC AND HECATE ENERGY ALBANY 2 LLC IN
CONNECTION WITH THE HECATE ENERGY PROJECT.**

APPROVED

WHEREAS, Hecate Energy Albany 1 LLC and Hecate Energy Albany 2 LLC, New York State limited liability companies (collectively, the "Company"), has presented an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in certain parcels of land located in the Town of Coeymans, Albany County, New York (collectively, the "Land"), (2) the construction on the Land of an approximately 40 megawatt commercial-scale solar electric generating facility (collectively, the "Facility"), and (3) the acquisition and installation therein and thereon of certain machinery and equipment (the "Equipment") (the Land, the Facility and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company as a solar electric generating facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; and

WHEREAS, the Agency desires that the School District, as an affected taxing jurisdiction under the PILOT Agreement, approve the terms and conditions to be formalized in the PILOT Agreement (the "PILOT Request");

NOW, THEREFORE, BE IT RESOLVED by the Board of Education as follows:

Section 1. The School District hereby approves the PILOT Request, including but not limited to the payment terms to be contained in the PILOT Agreement which are substantially described in Schedule A attached hereto, said approval contingent upon the Company and the School District executing and delivering a Host Benefit Agreement providing for an annual payment to the School District in the amount of \$51,397 per year for a period of 20 years.

Section 2. The President of the Board of Education (the "President") is hereby authorized, on behalf of the School District, to consent to the terms of the PILOT Agreement as substantially described in Schedule A attached hereto, with such changes, variations,

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omissions and insertions as the President shall approve, and subject to the approval of the District's legal counsel as to form.

Section 3. The officers, employees and agents of the School District are hereby authorized and directed for and in the name and on behalf of the School District to do all acts and things required or provided for by the applicable provisions of the General Municipal Law of the State of New York in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 4. This resolution shall take effect immediately.

SCHEDULE A

Twenty (20) year term with the following payment schedule:

Year	County	Town	School
1	\$1,615	\$1,264	\$9,121
2	\$1,615	\$1,264	\$9,121
3	\$1,615	\$1,264	\$9,121
4	\$1,615	\$1,264	\$9,121
5	\$1,615	\$1,264	\$9,121
6	\$1,615	\$1,264	\$9,121
7	\$1,615	\$1,264	\$9,121
8	\$1,615	\$1,264	\$9,121
9	\$1,615	\$1,264	\$9,121
10	\$1,615	\$1,264	\$9,121
11	\$1,615	\$1,264	\$9,121
12	\$1,615	\$1,264	\$9,121
13	\$1,615	\$1,264	\$9,121
14	\$1,615	\$1,264	\$9,121
15	\$1,615	\$1,264	\$9,121
16	\$1,615	\$1,264	\$9,121
17	\$1,615	\$1,264	\$9,121
18	\$1,615	\$1,264	\$9,121
18	\$1,615	\$1,264	\$9,121
20	\$1,615	\$1,264	\$9,121

Motion by: Mr. Engel, seconded: Mr. Hyslop

Rolled Called

Engel - Y Hill-Burns - Y Hotaling - Y Hyslop - Y Klein - 0
McFerran - Y Reville - Y Ross - Y Shackelton - 0

Motion Approved: 7-0-0

- 6.19 RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A CERTAIN **HOST BENEFIT AGREEMENT** TO BE ENTERED INTO BETWEEN RAVENA COEYMANS SELKIRK CENTRAL SCHOOL DISTRICT AND HECATE ENERGY ALBANY 1 LLC AND HECATE ENERGY ALBANY 2 LLC

APPROVED

June 2, 2021 - Minutes

IN CONNECTION WITH THE HECATE ENERGY PROJECT.

WHEREAS, Hecate Energy Albany 1 LLC and Hecate Energy Albany 2 LLC, Delaware State limited liability companies (collectively, the "Company"), are considering undertaking the following project (the "Project"), said Project consisting of the following: (1) the acquisition of an interest in certain parcels of land located in the Town of Coeymans, Albany County, New York (collectively, the "Land"), (2) the construction on the Land of an approximately 40 megawatt commercial-scale solar electric generating facility (collectively, the "Facility"), and (3) the acquisition and installation therein and thereon of certain machinery and equipment (the "Equipment") (the Land, the Facility and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company as a solar electric generating facility and other directly and indirectly related activities; and

WHEREAS, in connection with the undertaking of the Project, the Company has proposed to the School District that it will execute and deliver a certain host benefit agreement (the "Host Benefit Agreement") by and between the School District and the Company pursuant to which the Company will agree to pay certain payments to the School District with respect to the Project Facility; and

WHEREAS, the School District desires to approve the payment terms to be contained in the Host Benefit Agreement and to authorize the President to execute the Host Benefit Agreement when the agreement is finalized;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education as follows:

Section 1. The School District hereby approves the Host Benefit Request the payment terms to be contained in the Host Benefit Agreement which are substantially described in Schedule A attached hereto.

Section 2. The President of the Board of Education (the "President") is hereby authorized, on behalf of the School District, to execute and deliver the Host Benefit Agreement, with the terms as substantially described in Schedule A attached hereto, with such changes, variations, omissions and insertions as the President shall approve, and subject to the approval of the District's legal counsel as to form.

Section 3. The officers, employees and agents of the School District are hereby authorized and directed for and in the name and on behalf of the School District to do all acts and things required or provided for by the applicable provisions of the laws of the State of New York in order to ensure compliance with such provisions as they relate to the execution and delivery of the Host Benefit Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 4. This resolution shall take effect immediately.

SCHEDULE A

Twenty (20) year term with the following payment schedule:

Year	County	Town	School
------	--------	------	--------

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1	\$14,536	\$56,603	\$51,397
2	\$14,536	\$56,603	\$51,397
3	\$14,536	\$56,603	\$51,397
4	\$14,536	\$56,603	\$51,397
5	\$14,536	\$56,603	\$51,397
6	\$14,536	\$56,603	\$51,397
7	\$14,536	\$56,603	\$51,397
8	\$14,536	\$56,603	\$51,397
9	\$14,536	\$56,603	\$51,397
10	\$14,536	\$56,603	\$51,397
11	\$14,536	\$56,603	\$51,397
12	\$14,536	\$56,603	\$51,397
13	\$14,536	\$56,603	\$51,397
14	\$14,536	\$56,603	\$51,397
15	\$14,536	\$56,603	\$51,397
16	\$14,536	\$56,603	\$51,397
17	\$14,536	\$56,603	\$51,397
18	\$14,536	\$56,603	\$51,397
18	\$14,536	\$56,603	\$51,397
20	\$14,536	\$56,603	\$51,397

Motion by: Mr. Engel, seconded: Mr. Hyslop

Rolled Called

Engel - Y Hill-Burns - Y Hotaling - Y Hyslop - Y Klein - 0
McFerran - Y Reville - Y Ross - Y Shackelton - 0

Motion Approved: 7-0-0

7. Personnel Considerations:

Personnel actions are contingent upon each selected Applicant's fingerprint supported criminal history background check in accordance with SAVE Legislation effective July 1, 2001.

- 7.1 Be it resolved, that upon the recommendation of the Superintendent of Schools and in accordance with contractual and administrative procedures and state law, the Board of Education approves the tenure of Charles F. Engelhardt, Jr., as follows:

Charles F. Engelhardt, Jr.

Tenure Area Assistant Superintendent for Curriculum and Instruction
Effective.....August 5, 2021

Certifications School District Leader,
School Building Leader, Pre-Kindergarten, Kindergarten & Grades 1-6

Motion by: Mr. Engel, seconded: Mr. Hyslop

Engel - Y Hill-Burns - Y Hotaling - Y Hyslop - Y Klein - 0
McFerran - Y Reville - Y Ross - Y Shackelton - 0

Motion Approved: 7-0-0

APPROVED

COUNTY APPROVAL

012014.00048 Business 21851085v5

B-11

012014.00048 Business 21891078v6

C-40

**ALBANY COUNTY
PILOT APPROVAL CERTIFICATE
HECATE ENERGY ALBANY 1 LLC/HECATE ENERGY ALBANY 2 LLC PROJECT**

CERTIFICATE OF THE COUNTY EXECUTIVE

APPROVING THE TERMS AND CONDITIONS OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN ALBANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND HECATE ENERGY ALBANY 1 LLC/HECATE ENERGY ALBANY 2 LLC IN CONNECTION WITH THE HECATE ENERGY ALBANY 1 LLC/HECATE ENERGY ALBANY 2 LLC PROJECT.

WHEREAS, Hecate Energy Albany 1 LLC and Hecate Energy Albany 2 LLC, each a limited liability company organized under the State of Delaware (collectively, the "Company") submitted an application (the "Application") to Albany County Industrial Development Agency (the "Agency"), a copy of which is on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") consisting of: (A) (1) the acquisition of an interest in a portion of an approximately 436 acre parcel of land located between State Route 9W and County Route 101 in the Town of Coeymans, Albany County, New York (the "Land"), (2) the construction, installation and equipping on or under the Land of a buried and overhead collection line system, an interconnection substation facility, operations and maintenance structures and a system of gravel access roads, security fencing and gates, parking, landscaping and related improvements to the Land (collectively, the "Facility") and (3) the acquisition, installation and equipping therein and thereon of certain equipment, including photovoltaic panels producing direct current ("DC") electricity with a planned total rated alternating current ("AC") output capacity of up to 40 megawatts ("MW") to be mounted on fixed-tilt or tracking panel racks, inverters to convert DC electricity to AC electricity and furniture, fixtures, machinery and equipment (collectively, the "Equipment") (the Land, the Facility and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company as a solar-powered electric generating facility and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility; and

WHEREAS, the Agency desires that Albany County (the "County"), the Town of Coeymans and the Ravena-Coeymans-Selkirk Central School District, as the affected tax jurisdictions with respect to the Project Facility, approve the terms of the PILOT Agreement;

012014.00048 Business 22954879v1

B-12

012014.00048 Business 21851085v5

C-41

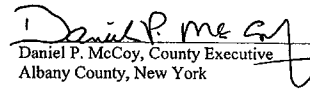
012014.00048 Business 21891078v6

NOW, THEREFORE, the undersigned County Executive hereby determines as follows:

Section 1. The County Executive of Albany County hereby approves the terms and conditions of the PILOT Agreement, including but not limited, to the payment terms. The payment terms to be contained in the PILOT Agreement are substantially described in Schedule A attached hereto.

Section 2. This Certificate shall take effect immediately.

IN WITNESS WHEREOF, I have set my hand unto these presents as of this 2nd day of December
September, 2022. 2022


Daniel P. McCoy, County Executive
Albany County, New York

3

012014.00048 Business 22954879v1

B-14

012014.00048 Business 21851085v5

C-43

012014.00048 Business 21891078v6

SCHEDULE A

PAYMENT AND ALLOCATION TERMS

The amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to the PILOT Agreement shall be determined as follows:

(1) First, determine the amount of general taxes and general assessments (hereinafter referred to as the "Normal Tax") which would be payable to each Taxing Entity if the Land was owned by the Company and not the Agency by multiplying (a) the Assessed Value of the Land by (b) the tax rate or rates of such Taxing Entity that would be applicable to the Land if the Land was owned by the Company and not the Agency.

(2) In each tax year during the term of the PILOT Agreement, commencing on the first tax year following the date on which the Land shall be assessed as exempt on the assessment roll of any Taxing Entity, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to the PILOT Agreement with respect to the Land shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Taxing Entity with respect to the Land for such tax year.

(3) Next, determine the Normal Tax which would be payable to each Taxing Entity if the Facility and any portion of the Equipment assessable as real property pursuant to the New York Real Property Tax Law (collectively with the Facility, the "Improvements") were owned by the Company and not the Agency by multiplying (a) the Assessed Value of the Improvements by (b) the tax rate or rates of such Taxing Entity that would be applicable to the Improvements if the Improvements were owned by the Company and not the Agency.

(4) In each tax year during the term of the PILOT Agreement, commencing on the first tax year following the date on which the Improvements shall be assessed as exempt on the assessment roll of any Taxing Entity, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to the PILOT Agreement with respect to the Improvements shall be an amount equal to the applicable percentage of the Normal Tax due each Taxing Entity with respect to the Improvements for such tax year, as shown in the following table:

<u>Roll Year</u>	<u>Due Date for PILOT Payment to School District</u>	<u>Due Date for PILOT Payment to County and Town</u>	<u>PILOT Payment to County</u>	<u>PILOT Payment to Town</u>	<u>PILOT Payment to School District</u>
2023	September 30, 2023	January 31, 2024	\$1,615	\$1,264	\$9,121
2024	September 30, 2024	January 31, 2025	\$1,615	\$1,264	\$9,121
2025	September 30, 2025	January 31, 2026	\$1,615	\$1,264	\$9,121
2026	September 30, 2026	January 31, 2027	\$1,615	\$1,264	\$9,121
2027	September 30, 2027	January 31, 2028	\$1,615	\$1,264	\$9,121
2028	September 30, 2028	January 31, 2029	\$1,615	\$1,264	\$9,121
2029	September 30, 2029	January 31, 2030	\$1,615	\$1,264	\$9,121
2030	September 30, 2030	January 31, 2031	\$1,615	\$1,264	\$9,121
2031	September 30, 2031	January 31, 2032	\$1,615	\$1,264	\$9,121
2032	September 30, 2032	January 31, 2033	\$1,615	\$1,264	\$9,121
2033	September 30, 2033	January 31, 2034	\$1,615	\$1,264	\$9,121

A-1

012014.00048 Business 22954879v1

B-15

012014.00048 Business 21851085v5

C-44

012014.00048 Business 21891078v6

2034	September 30, 2034	January 31, 2035	\$1,615	\$1,264	\$9,121
2035	September 30, 2035	January 31, 2036	\$1,615	\$1,264	\$9,121
2036	September 30, 2036	January 31, 2037	\$1,615	\$1,264	\$9,121
2037	September 30, 2037	January 31, 2038	\$1,615	\$1,264	\$9,121
2038	September 30, 2038	January 31, 2039	\$1,615	\$1,264	\$9,121
2039	September 30, 2039	January 31, 2040	\$1,615	\$1,264	\$9,121
2040	September 30, 2040	January 31, 2041	\$1,615	\$1,264	\$9,121
2041	September 30, 2041	January 31, 2042	\$1,615	\$1,264	\$9,121
2042	September 30, 2042	January 31, 2043	\$1,615	\$1,264	\$9,121

012014.00048 Business 22954879v1

A-2

012014.00048 Business 21851085v5

B-16

012014.00048 Business 21891078v6

C-45

SCHEDULE D
COPY OF APPLICATION

SCHEDULE D
COPY OF APPLICATION

BARCLAY DAMON[®]

Genevieve M. Trigg
Partner

September 22, 2022

William Clay, Chairman
Albany County Industrial Development Agency
Harold L. Joyce Albany County Office Building
112 State Street
Albany, NY 12207

RE: Request to Amend Hecate Albany 1, LLC and Hecate Albany 2, LLC Application

Dear Mr. Clay:

Barclay Damon LLP represents Hecate Albany 1, LLC and Hecate Albany 2, LLC (collectively, "Hecate Albany") in relation to the pending transactions with the Albany County Industrial Development Agency. On behalf of Hecate Albany, please accept this request for an amendment to the project applications in relation to the full-time equivalent employees ("FTEs").

It has come our attention that the original application identified two (2) FTEs. As with most solar projects, the Hecate Albany entities are special purpose entities that will not hire or retain full-time employees. Hecate Albany has budgeted approximately \$200,000 annually for on-site operations and maintenance services, including vegetation maintenance, for which it intends to utilize local labor. However, such services are intermittent and seasonal and do not entail 35-hours per week for four consecutive weeks to qualify as Contract Employees. Therefore, we respectfully request to amend the applications to reflect zero FTEs.

Should you require further information, please do not hesitate to contact us. We kindly request this matter be included on the October 5, 2022 Agency agenda.

Very truly yours,

s/Genevieve M. Trigg

Genevieve M. Trigg

GMT:lks

cc: Joseph Scott, Esq. via email ascott@hodgsonruss.com
Nadene Ziegler, Esq. via email nziegler@hodgsonruss.com

80 State Street - Albany, New York 12243-6411
GTrigg@barclaydamon.com Direct: (518) 422-4222 Fax: (518) 422-4242

25152140.4

APPLICATION OF AGENCY

ALBANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

APPLICATION

IMPORTANT NOTICE: The answers to the questions contained in this application are necessary to determine your firm's eligibility for financing and other assistance from Albany County Industrial Development Agency (the "Agency"). These answers will also be used in the preparation of papers in this transaction. Accordingly, all questions should be answered accurately and completely by an officer or other employee of your firm who is thoroughly familiar with the business and affairs of your firm and who is also thoroughly familiar with the proposed project. This application is subject to acceptance by the Agency.

TO: ALBANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
112 State Street; Room 740
Albany, New York 12207

This application by applicant respectfully states:

APPLICANT: Hecate Energy Albany 1 LLC and Hecate Energy Albany 2 LLC, or their designee(s)

APPLICANT'S ADDRESS: 621 West Randolph Street

CITY: Chicago STATE: IL PHONE NO.: 312-722-5900

NAME OF PERSON(S) AUTHORIZED TO SPEAK FOR APPLICANT WITH RESPECT TO THIS APPLICATION: Alex Campbell

IF APPLICANT IS REPRESENTED BY AN ATTORNEY, COMPLETE THE FOLLOWING:

NAME OF ATTORNEY: Peter H. Swartz

ATTORNEY'S ADDRESS: 1583 East Genesee Street
CITY: Skaneateles STATE: NY PHONE NO.: 315-554-8166

NOTE: PLEASE READ THE INSTRUCTIONS ON PAGE 2 HEREOF BEFORE FILLING OUT THIS FORM.

INSTRUCTIONS

1. The Agency will not approve any application unless in the judgment of the Agency said application contains sufficient information upon which to base a decision whether to approve or tentatively approve an action.
2. Fill in all blanks, using "none" or "not applicable" or "N/A" where the question is not appropriate to the project which is the subject of this application (the "Project").
3. If an estimate is given as the answer to a question, put "(est)" after the figure or answer which is estimated.
4. If more space is needed to answer any specific question, attach a separate sheet.
5. When completed, return four (4) copies of this application to the Agency at the address indicated on the first page of this application.
6. The Agency will not give final approval to this application until the Agency receives a completed environmental assessment form concerning the Project which is the subject of this application.
7. Please note that Article 6 of the Public Officers Law declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If the applicant feels that there are elements of the Project which are in the nature of trade secrets or information, the nature of which is such that if disclosed to the public or otherwise widely disseminated would cause substantial injury to the applicant's competitive position, the applicant may identify such elements in writing and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law.
8. The applicant will be required to pay to the Agency all actual costs incurred in connection with this application and the Project contemplated herein (to the extent such expenses are not paid out of the proceeds of the Agency's bonds issued to finance the project). The applicant will also be expected to pay all costs incurred by general counsel and bond counsel to the Agency. The costs incurred by the Agency, including the Agency's general counsel and bond counsel, may be considered as a part of the project and included as a part of the resultant bond issue.
9. The Agency has established an application fee of Fifteen Hundred Dollars (\$1,500) to cover the anticipated costs of the Agency in processing this application. A check or money order made payable to the Agency must accompany each application. **THIS APPLICATION WILL NOT BE ACCEPTED BY THE AGENCY UNLESS ACCOMPANIED BY THE APPLICATION FEE.**

FOR AGENCY USE ONLY

1. Project Number	_____
2. Date application received by the Agency	_____, 20____
3. Date application referred to attorney for review	_____, 20____
4. Date copy of application mailed to members	_____, 20____
5. Date notice of Agency meeting on application posted	_____, 20____
6. Date notice of Agency meeting on application mailed	_____, 20____
7. Date of Agency meeting on application	_____, 20____
8. Date Agency conditionally approved application	_____, 20____
9. Date scheduled for public hearing	_____, 20____
10. Date Environmental Assessment Form ("EAF") received	_____, 20____
11. Date Agency completed environmental review	_____, 20____
12. Date of final approval of application	_____, 20____

SUMMARY OF PROJECT

Applicant: Hecate Energy Albany 1 LLC and Hecate Energy Albany 2 LLC, or their designee(s)

Contact Person: Alex Campbell

Phone Number: 570-640-5877 (cell)

Occupant: Hecate Energy Albany 1 LLC and Hecate Energy Albany 2 LLC, or their designee(s)

Project Street Address: Town of Coeymans in Albany County

Approximate Size of Project Site: 436 acres

Description of Project: Hecate Energy Albany 1 LLC and Hecate Energy Albany 2 LLC (collectively, "Hecate Albany"), wholly owned subsidiaries of Hecate Energy LLC, received a Certificate of Environmental Compatibility and Public Need pursuant to Article 10 of the Public Service Law ("PSL") to construct and operate a 40 megawatt ("MW") commercial-scale solar electric generating facility in the Town of Coeymans, Albany County, New York (the "Project"). There are two landowners which have optioned to lease their land to Hecate Albany. See Project Supplement for more detail.

Type of Project: ☐ Manufacturing ☐ Warehouse/Distribution
☐ Commercial ☒ Other – Specify:
Solar-powered electric generating facility

Employment Impact: Existing Jobs: Full Time: 0 Part-Time: 0

New Jobs Full Time: 96 FTE (est) during construction, up to 2 (est) during operations Part-Time: _____

Project Cost: \$ 50 million

Type of Financing: ☐ Tax-Exempt ☐ Taxable ☒ Straight

Lease Amount of Bonds Requested: \$ n/a

Estimated Value of Tax-Exemptions:

N.Y.S. Sales and Compensating Use Tax: \$ See Project Supplement
Mortgage Recording Taxes: \$ See Project Supplement
Real Property Tax Exemptions: \$ See Project Supplement

Other (please specify):

\$ _____

Provide estimates for the following:

Number of Full Time Employees at the Project Site before IDA Status:	<u>0</u>
Estimate of Construction Jobs to be Created:	<u>96 FTE *</u>
Estimate of Operations Jobs to be Retained:	<u>Up to 2 (est)</u>
Average Estimated Annual Salary of Construction Jobs to be Created:	<u>\$7,400,000</u>
Average Estimated Annual Salary of Operations Jobs to be Created:	<u>Up to \$116,000</u>
Annualized Salary Range of Jobs to be Created:	<u>n/a</u>

***FTE (full time equivalent where 1 FTE = 2,080 hours)** Estimated Average Annual Salary of Jobs to be Retained: 0 _____

Since all positions will be newly created, no jobs will be "retained".

- I. Proposed occupant of Project (hereinafter, the "Company").
- A. Company Name: Hecate Energy Albany 1 LLC and Hecate Energy Albany 2 LLC, or their designee(s)
- Present Address: 621 W. Randolph St Chicago, IL
- Zip Code: 60661
- Employer's ID No.: Hecate Energy Albany 1 LLC (82-3133543), Hecate Energy Albany 2 LLC (82-2036745)
- B. If the Company differs from the Applicant, give details of relationship: n/a
- C. Indicate type of business organization of Company:
1. n/a Corporation (If so, incorporated in what country? _____; What State? _____; Date Incorporated? _____; Type of Corporation? _____; Authorized to do business in New York? _____yes_____no).
 2. n/a Partnership (If so, indicate type of partnership _____, Number of general partners _____, Number of limited partners _____).
 3. X Limited liability company (If so, formed in what State? New York, Date formed? Hecate Energy Albany 1 LLC (APRIL 11, 2019) and Hecate Energy Albany 2 LLC (APRIL 11, 2019), Authorized to do business in New York? Yes).
 4. n/a Sole proprietorship.
- D. Is the Company a subsidiary or direct or indirect affiliate of any other organization(s)? If so, indicate name of related organization(s) and relationship: Hecate Energy Albany 1 LLC and Hecate Energy Albany 2 LLC are wholly-owned subsidiaries of Hecate Energy LLC.
- E. Management of Company:
1. List all owners, officers, members, directors and partners (complete all columns for each person):

NAME (First, Middle, Last) HOME ADDRESS	OFFICE HELD	OTHER PRINCIPAL BUSINESS
Chris Bullinger, Chicago IL	CEO	
Nick Bullinger, Chicago IL	President	
Fazli Qadir, Chicago IL	CTO	

2. Is the Company or management of the Company now a plaintiff or a defendant in any civil or criminal litigation? _____ yes **X** _____ no.
3. Has any person listed above ever been convicted of a criminal offense (other than a minor traffic violation)? _____ yes **X** _____ no.
4. Has any person listed above or any concern with whom such person has been connected ever been in receivership or been adjudicated a bankrupt? _____ yes **X** _____ no. If yes to any of the foregoing, furnish details in a separate attachment.

F. Principal owners of Company: Is Company publicly held? _____ yes **X** _____ no. If yes, list exchanges where stock traded: _____

If no, list all stockholders having a 5% or more interest in the Company:

NAME	ADDRESS	PERCENTAGE OF HOLDING
Hecate Energy NAF LLC	621 West Randolph Street	50%
Hecate Energy New York Holdings LLC	621 West Randolph Street	50%

G. Company's Principal Bank(s) of account: Hecate Energy Albany 1 LLC and Hecate Energy Albany 2 LLC are special purpose vehicles which do not have banking relationships or accounts set up to date.

II. Information concerning lease or sublease of the project. (Please complete the following section if the Company intends to lease or sublease the Project).

A. Does the Company intend to lease or sublease more than 10% (by area or fair market value) of the Project? ____yes Xno. If yes, please provide detail.

B. What percentage of the space intended to be leased or subleased is now subject to a binding written lease or sublease? _____.

C. 1. Sublessee name: _____

Present Address: _____

City: _____ State: _____ Zip: _____

Employer's ID No.: _____

Sublessee is: ____ Corporation: ____ Partnership: ____ Sole Proprietorship

Relationship to Company: _____

Percentage of Project to be leased or subleased: ____

Use of Project intended by Sublessee: _____

Date of lease or sublease to Sublessee: _____

Term of lease or sublease to Sublessee: _____

2. Sublessee name: _____

Present Address: _____

City: _____ State: _____ Zip: _____

Employer's ID No.: _____

Sublessee is: ____ Corporation: ____ Partnership: ____ Sole Proprietorship

Relationship to Company: _____

Percentage of Project to be leased or subleased: _____

Use of Project intended by Sublessee: _____

Date of lease or sublease to Sublessee: _____

Term of lease or sublease to Sublessee: _____

3. Sublessee name: _____

Present Address: _____

City: _____ State: _____ Zip: _____

Employer's ID No.: _____

Sublessee is: _____ Corporation: _____ Partnership: _____ Sole Proprietorship

Relationship to Company: _____

Percentage of Project to be leased or subleased: _____

Use of Project intended by Sublessee: _____

Date of lease or sublease to Sublessee: _____

Term of lease or sublease to Sublessee: _____

III. Data regarding Proposed Project

A. Summary: (Please provide a brief narrative description of the Project.)

See Project Supplement.

B. Location of Proposed Project:

1. Street Address: _____

2. City of _____

3. Town of **Coeymans**

4. Village of _____

5. County of **Albany**

C. Project Site:

1. Approximate size (in acres or square feet) of Project site: 436 acres. Is a map, survey, or sketch of the project site attached? X yes ___ no.

2. Are there existing buildings on project site? ___ yes ___ no. If yes, indicate number and approximate size (in square feet) of each existing building: Any existing farm-related or residential structures currently located on the project site would not be part of the "Project Facility" and would remain subject to real property taxation.

3. Are existing buildings in operation? ___ yes ___ no. If yes, describe present use of present buildings: _____

Are existing buildings abandoned? ___ yes ___ no. About to be abandoned? ___ yes ___ no. Attach photograph of present buildings.

4. Utilities serving project site:

Water-Municipal: _____
Other (describe) _____
Sewer-Municipal: _____
Other (describe) _____
Electric-Utility: _____
Other (describe) _____
Heat-Utility: _____
Other (describe) _____

5. Present legal owner of project site: Mark Flach and George LaMountain

If the Company owns project site, indicate date of purchase: _____, 20___; Purchase price: \$ n/a.

If Company not owner, does Company have option signed with owner to purchase the project site? ___ yes X no. If yes, indicate date option signed with owner: _____, 20_.

Date option expires: _____, 20_. If the Company does not own the project site, is there a relationship legally or by common control between the Company and the present owners of the project site? X yes
_____ no. If yes, describe in detail on separate attachment.

See Project Supplement.

6. Zoning District in which the project site is located: Zoning District RA, R4, and 1

Are there any variances or special permits affecting the site? _____ yes
X no. If yes, list below and attach copies of all such variances or special permits:

D. Buildings:

1. Does part of the project consist of a new building or buildings? _____ yes
X no. If yes, indicate number and size of new buildings:

2. Does part of the project consist of additions and/or renovations to the existing buildings? _____ yes X no. If yes, indicate nature of expansion and/or renovation: _____

3. Describe the principal uses to be made by the Company of the building or buildings to be acquired, constructed, or expanded:

No buildings are planned.

E. Project Use:

1. What are the principal products to be produced at the Project? Electricity.
2. What are the principal activities to be conducted at the Project? Solar-powered electric generation.
3. Will any portion of the Project be used for any of the following purposes:
- retail food and beverage services: Yes X No
automobile sales or service: Yes X No
recreation or entertainment: Yes X No
golf course: Yes X No
country club: Yes X No
massage parlor: Yes X No
tennis club: Yes X No
skating facility (including roller skating, skateboard and ice skating):
Yes X No
racquet sports facility (including handball and racquetball court):
Yes X No
hot tub facility: Yes X No
suntan facility: Yes X No
racetrack: Yes X No
- If the answer to any of the above questions is yes, please furnish details on a separate attachment.
4. Does the Project include facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities? Yes X No. If yes, please provide detail: _____
5. If the answer to question 4 is yes, what percentage of the cost of the Project will be expended on such facilities or property primarily used in making retail sales of goods or services to customers who personally visit the Project? _____%
6. If the answer to question 4 is yes, and the answer to question 5 is more than 33.33%, indicate whether any of the following apply to the Project:
- a. Will the Project be operated by a not-for-profit corporation?

12

Yes _____ No _____.

- b. Is the Project likely to attract a significant number of visitors from outside the economic development region in which the Project will be located? Yes ; No .
- c. Would the project occupant, but for the contemplated financial assistance from the Agency, locate the related jobs outside the State of New York? Yes ; No .
- d. Is the predominant purpose of the Project to make available goods or services which would not, but for the Project, be reasonable accessible to the residents of the city, town or village within which the Project will be located, because of a lack of reasonably accessible retail trade facilities offering such goods or services? Yes _____ ; No . If yes, please provide detail. _____

_____.
- e. Will the Project be located in one of the following: (a) an area designed as an economic development zone pursuant to Article 18-B of the General Municipal Law or (b) a census tract or block numbering area (or census tract or block numbering area contiguous thereto) which, according to the most recent census data, has (i) a poverty rate of at least 20% for the year in which the data relates, or at least 20% of households receiving public assistance, and (ii) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year to which the data relates? Yes ; No

7. If the answers to any of subdivisions c. through e. of question 6 is yes, will the Project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York?
Yes _____ No _____. If yes, please provide detail.

_____.

8. Will the completion of the Project result in the removal of a plant or facility of the Company or another proposed occupant of the Project (a "Project Occupant") from one area of the State of New York to another area of the State of New York? Yes_ ; No X . If yes, please explain:

_____.

9. Will the completion of the Project result in the abandonment of one or more plants or facilities of the Company located in the State of New York? Yes ; No **X** . If yes, please provide detail:

10. If the answer to either question 8 or question 9 is yes, indicate whether any of the following apply to the Project:

- a. Is the Project reasonably necessary to preserve the competitive position of the Company on such Project Occupant in its industry? Yes ; No . If yes, please provide detail:

- b. Is the Project reasonably necessary to discourage the Company or such Project Occupant from removing such other plant or facility to a location outside the State of New York? Yes ; No . If yes, please provide detail:

11. Will the Project be owned by a not-for-profit corporation? Yes ; No **X** . If yes, please provide detail:

12. If the answer to question 11 is yes, indicate whether any of the following apply to the Project:

- a. Is the Project a housing facility primarily designed to be occupied by individuals 60 years of age or older? Yes ; No . If yes, please explain:

- b. Is the Project a dormitory for an educational institution? Yes ; No . If yes, please explain:

c. Is the Project a facility as defined in Article 28 of the Public Health Law? Yes____; No____. If yes, please explain: _____

13. If the answer to any of the questions contained in question 12 is yes, indicate whether the cost of the Project will exceed \$15 million. Yes____; No____. If yes, please provide detail: n/a

14. Will the Project be sold or leased to a municipality? Yes____; No X____. If yes, please provide detail: _____

F. Construction Status:

1. Has construction work on this project begun? __ Yes; X No. If yes, please discuss in detail the approximate extent of construction and the extent of completion. Indicate in your answer whether such specific steps have been completed as site clearance and preparation; completion of foundations; installation of footings; etc.: _____

2. Please indicate amount of funds expended on this project by the Company in the past three (3) years and the purposes of such expenditures: The Company has spent many years and millions of dollars developing the Project.

3. Please indicate the date the applicant estimates the Project will be completed: 4th quarter 2021 or 1st quarter 2022.

G. Method of Construction after Agency Approval:

1. If the Agency approves the project which is the subject of this application, there are two methods that may be used to construct the project. The applicant can construct the project privately and sell the project to the Agency upon completion. Alternatively, the applicant can request to be appointed as "agent" of the Agency, in which case certain laws applicable

to public construction may apply to the project. Does the applicant wish to be designated as "agent" of the Agency for purposes of constructing the project? **X** Yes; No.

H. Other Involved Agencies:

1. Please indicate all other local agencies, boards, authorities, districts, commissions or governing bodies (including any city, county and other political subdivision of the State of New York and all state departments, agencies, boards, public benefit corporations, public authorities or commissions) involved in approving or funding or directly undertaking action with respect to the Project. For example, do you need a municipal building permit to undertake the Project? Do you need a zoning approval to undertake the Project? If so, you would list the appropriate municipal building department or planning or zoning commission which would give said approvals. **The Company requires a building permit from the Town of Coeymans.**

2. Describe the nature of the involvement of the federal, state, or local agencies described above: **The Company received a Certificate of Environmental Compatibility and Public Need Pursuant to Article 10 of the Public Service Law from the New York State Board on Electric Generation Siting and the Environment for the Project.**

IV. Employment Impact

- A. Indicate the number of people presently employed at the Project site and the **additional** number that will be employed at the Project site at the end of the first and second years after the Project has been completed, using the tables below for (1) employees of the Applicant, (2) independent contractors, and (3) employees of independent contractors. (Do not include construction workers). Also indicate below the number of workers employed at the Project site representing newly created positions as opposed to positions relocated from other project sites of the applicant. Such information regarding relocated positions should also indicate whether such positions are relocated from other project sites financed by obligations previously issued by the Agency.

See Project Supplement. For questions IV (A-D), please find attached documents entitled "Coeymans Solar Farm - Economic Impact Assessment" and "Exhibit 27 Socioeconomic Effects"

TYPE OF EMPLOYMENT Employees of Applicant					
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
Present Full Time					
Present Part Time					
Present Seasonal					
First Year Full Time					
First Year Part Time					
First Year Seasonal					
Second Year Full Time					
Second Year Part Time					
Second Year Seasonal					

TYPE OF EMPLOYMENT Independent Contractors					
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
Present Full Time					
Present Part Time					
Present Seasonal					
First Year Full Time					
First Year Part Time					
First Year Seasonal					
Second Year Full Time					
Second Year Part Time					
Second Year Seasonal					

TYPE OF EMPLOYMENT Employees of Independent Contractors					
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled	Totals
Present Full Time					
Present Part Time					

Present Seasonal					
First Year Full Time					
First Year Part Time					
First Year Seasonal					
Second Year Full Time					
Second Year Part Time					
Second Year Seasonal					

- B. Indicate below (1) the estimated salary and fringe benefit averages or ranges and (2) the estimated number of employees residing in the Capital Region Economic Development Region for all the jobs at the Project site, both retained and created, listed in the tables described in subsection A above for each of the categories of positions listed in the chart below.

See Project Supplement.

RELATED EMPLOYMENT INFORMATION				
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled
Estimated Salary and Fringe Benefit Averages or Ranges				
Estimated Number of Employees Residing in the Capital Region Economic Development Region ¹				

- C. Please describe the projected timeframe for the creation of any new jobs with respect to the undertaking of the Project:

See Project Supplement.

¹ The Capital Region Economic Development Region consists of the following counties: Albany, Schenectady,

Rensselaer, Greene, Columbia, Saratoga, Warren, and Washington.

- D. Please prepare a separate attachment describing in detail the types of employment at the Project site. Such attachment should describe the activities or work performed for each type of employment.

See Project Supplement.

V. Project Cost

- A. Anticipated Project Costs. State the costs reasonably necessary for the acquisition of the Project site, the construction of the proposed buildings and the acquisition and installation of any machinery and equipment necessary or convenient in connection therewith, and including any utilities, access roads or appurtenant facilities, using the following categories:

<u>Description of Cost</u>	<u>Amount</u>
Land	\$ _____
Buildings	\$ _____
Machinery and equipment costs	\$ _____
Utilities, roads and appurtenant costs	\$ _____
Architects and engineering fees	\$ _____
Costs of Bond Issue (legal, financial and printing)	\$ _____
Construction loan fees and interest (if applicable)	\$ _____
Other (specify)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL PROJECT COSTS	\$ <u>See Project Supplement</u>

- B. Anticipated Project Financing Sources. State the sources reasonably necessary for the financing of the Project site, the construction of the proposed buildings and the acquisition and installation of any machinery and equipment necessary or convenient in connection therewith, and including any utilities, access roads

or appurtenant facilities, using the following categories:

<u>Description of Sources</u>	<u>Amount</u>
Private Sector Financing	\$ <u>100%</u>
Public Sector	
Federal Programs	\$ _____
State Programs	\$ _____
Local Programs	\$ _____
Applicant Equity	\$ _____
Other (specify, e.g., tax credits)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL AMOUNT OF PROJECT FINANCING SOURCES	\$ _____

- C. Have any of the above expenditures already been made by the applicant?
Yes X; No _____. If yes, indicate particulars.

See response to Section III.F.2 above.

- D. Amount of loan requested: \$ _____;
Maturity requested: _____ years.

Financing terms for the Project have not yet been reached.

- E. Has a commitment for financing been received as of this application date, and if so, from whom?

Yes ____; No _____. Institution Name: _____

Provide name and telephone number of the person we may contact.

Name: _____ Phone: _____

- F. The percentage of Project costs to be financed from public sector sources is estimated to equal the following: _____ %
- G. The total amount estimated to be borrowed to finance the Project is equal to the following: \$ _____

VI. Benefits expected from the Agency

- A. Is the applicant requesting that the Agency issue bonds to assist in financing the project? Yes No. **X**
- B. Is the interest on such bonds intended to be exempt from federal income taxation? _____ Yes ___ No.
- C. Is the applicant requesting any real property tax exemption that would not be available to a project that did not involve the Agency? _____ Yes ___ **X** No. If yes, is the real property tax exemption being sought consistent with the Agency's Uniform Tax Exemption Policy? Yes ; No .
- D. Is the applicant expecting that the financing of the Project will be secured by one or more mortgages? **X** Yes _____ No. If yes, what is the approximate amount of financing to be secured by mortgages? \$ **See Project Supplement** .
- E. Is the applicant expecting to be appointed agent of the Agency for purposes of avoiding payment of N.Y.S. Sales Tax or Compensating Use Tax? Yes _____ **X** ; No. If yes, what is the approximate amount of purchases which the applicant expects to be exempt from the N.Y.S. Sales and Compensating Use Taxes? \$ **See Project Supplement** .
- F. What is the estimated value of each type of tax-exemption being sought in connection with the Project? Please detail the type of tax-exemption and value of the exemption.
1. N.Y.S. Sales and Compensating Use Taxes: **See Project Supplement**
 2. Mortgage Recording Taxes: **See Project Supplement**
 3. Real Property Tax Exemptions: **See Project Supplement**
 4. Other (please specify): _____
- G. Please list the affected taxing jurisdictions for the Project.
1. Village (if any): _____
 2. Town: **Coeymans**
 3. City (if any): _____
 4. School District: **Ravena-Coeymans-Selkirk Central School District**

- H. Are any of the tax-exemptions being sought in connection with the Project inconsistent with the Agency's Uniform Tax Exemption Policy?
X Yes ____ No. If yes, please explain. The PILOT terms sought are not consistent with the UTEP but have been approved by the Town of Coeymans.
-
-

- I. Project Benefit Information. Complete the attached Cost/Benefit Analysis so that the Agency can perform a cost/benefit analysis of undertaking the Project. Such information should consist of a list and detailed description of the benefits of the Agency undertaking the Project (e.g., number of jobs created, types of jobs created, economic development in the area, etc.). Such information should also consist of a list and detailed description of the costs of the Agency undertaking the Project (e.g., tax revenues lost, buildings abandoned, etc.).

VII. Agreements by Applicant: The applicant understands and agrees with the Agency as follows:

A. Job Listings. In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOC") and with the administrative entity (collectively with the DOC, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA"), as replaced by the Workforce Investment Act of 1998 (Public Law 105-220), in which the Project is located.

B. First Consideration for Employment. In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.

C. Annual Sales Tax Filings. In accordance with Section 874(8) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the applicant.

D. Annual Employment Reports. The applicant understands and agrees that, if the

Project receives any Financial Assistance from the Agency, the applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the Project site, including (1) the NYS-45 – Quarterly Combined Withholding, Wage Reporting and Unemployment Insurance Return – for the quarter ending December 31 (the “NYS-45”), and (2) the US Dept. of Labor BLS 3020 Multiple Worksite report if applicable.

E. Uniform Agency Project Agreement. The applicant agrees to enter into a project benefits agreement with the Agency where the applicant agrees that (1) the amount of Financial Assistance to be received shall be contingent upon, and shall bear a direct relationship to the success or lack of success of such project in delivering certain described public benefits (the “Public Benefits”) and (2) the Agency will be entitled to recapture some or all of the Financial Assistance granted to the applicant if the project is unsuccessful in whole or in part in delivering the promised Public Benefits.

F. Representation of Financial Information. Neither this Application nor any other agreement, document, certificate, project financials, or written statement furnished to the Agency or by or on behalf of the applicant in connection with the project contemplated by this Application contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading. There is no fact within the special knowledge of any of the officers of the applicant which has not been disclosed herein or in writing by them to the Agency and which materially adversely affects or in the future in their opinion may, insofar as they can now reasonably foresee, materially adversely affect the business, properties, assets or condition, financial or otherwise, of the applicant.

- G. Agency Financial Assistance Required for Project. The Project would not be undertaken but for the Financial Assistance provided by the Agency or, if the Project could be undertaken without the Financial Assistance provided by the Agency, then the Project should be undertaken by the Agency for the following reasons:
- H. Compliance with Article 18-A of the General Municipal Law: The Project, as of the date of this Application, is in substantial compliance with all provisions of article 18-A of the General Municipal including, but not limited to, the provisions of Section 859-a and subdivision one of Section 862; and the provisions of subdivision one of Section 862 of the General Municipal Law will not be violated if Financial Assistance is provided for the Project.
- I. Compliance with Federal, State, and Local Laws. The applicant is in substantial compliance with applicable local, state, and federal tax, worker protection, and environmental laws, rules, and regulations.
- J. False or Misleading Information. The applicant understands that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of Agency involvement in the Project.

K. Absence of Conflicts of Interest. The applicant acknowledges that the members, officers, and employees of the Agency are listed on the Agency's website. No member, officer or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

L. Additional Information. Additional information regarding the requirements noted in this Application and other requirements of the Agency are included in the Agency's Additional Documents which can be accessed at:
<http://www.albanycounty.com/Businesses/ACIDA/ACIDA-Documents.aspx> .

I affirm under penalty of perjury that all statements made on this application are true, accurate, and complete to the best of my knowledge.

Chris Bullinger
Applicant

By: Chris Bullinger

Title: ~~CEO~~ AUTHORIZED SIGNATORY OF
HECATE ENERGY ALBANY 1 LLC
HECATE ENERGY ALBANY 2 LLC

NOTE: APPLICANT MUST COMPLETE THE APPROPRIATE VERIFICATION APPEARING ON PAGES 26 THROUGH 29 HEREOF BEFORE A NOTARY PUBLIC AND MUST SIGN AND ACKNOWLEDGE THE HOLD HARMLESS AGREEMENT APPEARING ON PAGE 30.

VERIFICATION

(If applicant is a limited liability company)

STATE OF Georgia)
)SS.:
COUNTY OF Dekalb)

Chris Bullinger, deposes and says (Name of
Individual) **AUTHORIZED SIGNATORY**
that he is ~~the Chief Executive Officer~~ of one of the members of the firm of Hecate Energy Albany 1
LLC and Hecate Energy Albany 2 LLC,

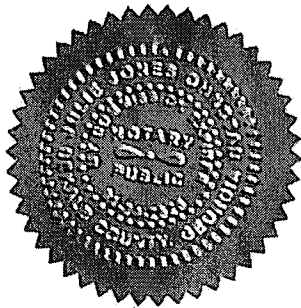
(Limited Liability Company)

the limited liability company named in the attached application; that he has read the foregoing application and knows the contents thereof; and that the same is true and complete and accurate to the best of his knowledge. The grounds of deponent's belief relative to all matters in the said application which are not stated upon his own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of this application as well as information acquired by deponent in the course of his duties as a member of and from the books and papers of said limited liability company.

Chris Bullinger

Sworn to before me this
17 day of March 2021

Julie Jones Christad
(Notary Public)



HOLD HARMLESS AGREEMENT

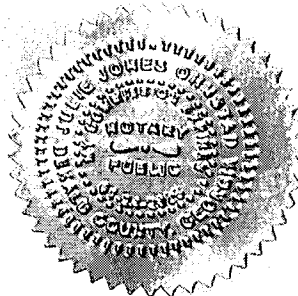
Applicant hereby releases Albany County Industrial Development Agency and the members, officers, servants, agents and employees thereof (hereinafter collectively referred to as the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (i) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the application or the project described therein or the issuance of bonds requested therein are favorably acted upon by the Agency, (ii) the Agency's financing of the Project described therein; and (iii) any further action taken by the Agency with respect to the Project, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to find buyers willing to purchase the total bond issue requested, then, and in that event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

HECATE ENERGY ALBANY 1 LLC
HECATE ENERGY ALBANY 2 LLC
(Applicant)

BY: Chs Perry
AUTHORIZED SIGNATORY

Sworn to before me this
17 day of March, 2021

Julie Jones Olmsted
(Notary Public)



TO: Project Applicants
 FROM: Albany County Industrial Development Agency
 RE: Cost/Benefit Analysis

In order for the Albany County Industrial Development Agency (the "Agency") to prepare a Cost/Benefit Analysis for a proposed project (the "Project"), the Applicant must answer the questions contained in this Project Questionnaire (the "Questionnaire") and complete the attached Schedules. This Questionnaire and the attached Schedule will provide information regarding various aspects of the Project, and the costs and benefits associated therewith.

This Questionnaire must be completed before we can finalize the Cost/Benefit Analysis, please complete this Questionnaire and forward it to us at your earliest convenience.

PROJECT QUESTIONNAIRE

1.	Name of Project Beneficiary ("Company"):	Hecate Energy Albany 1 LLC, Hecate Energy Albany 2 LLC, or their designee(s)
2.	Brief Identification of the Project:	40 MW solar-powered electric generating facility. See Project Supplement for more detail.
3.	Estimated Amount of Project Benefits Sought:	See Project Supplement
A.	Amount of Bonds Sought:	\$ n/a
B.	Value of Sales Tax Exemption Sought	\$ See Project Supplement
C.	Value of Real Property Tax Exemption Sought	\$ See Project Supplement
D.	Value of Mortgage Recording Tax Exemption Sought	\$ See Project Supplement
4.	Likelihood of accomplishing the Project in a timely fashion:	See Project Supplement

PROJECTED PROJECT INVESTMENT

A.	Land-Related Costs	
1.	Land acquisition	\$ _____
2.	Site preparation	\$ _____
3.	Landscaping	\$ _____
4.	Utilities and infrastructure development	\$ _____
5.	Access roads and parking development	\$ _____
6.	Other land-related costs (describe)	\$ _____
B.	Building-Related Costs	
1.	Acquisition of existing structures	\$ _____
2.	Renovation of existing structures	\$ _____

3. New construction costs	\$
---------------------------	----

4.	Electrical systems	\$
5.	Heating, ventilation and air conditioning	\$
6.	Plumbing	\$
7.	Other building-related costs (describe)	\$
C. Machinery and Equipment Costs		
1.	Production and process equipment	\$
2.	Packaging equipment	\$
3.	Warehousing equipment	\$
4.	Installation costs for various equipment	\$
5.	Other equipment-related costs (describe)	\$
D. Furniture and Fixture Costs		
1.	Office furniture	\$
2.	Office equipment	\$
3.	Computers	\$
4.	Other furniture-related costs (describe)	\$
E. Working Capital Costs		
1.	Operation costs	\$
2.	Production costs	\$
3.	Raw materials	\$
4.	Debt service	\$
5.	Relocation costs	\$
6.	Skills training	\$
7.	Other working capital-related costs (describe)	\$
F. Professional Service Costs		
1.	Architecture and engineering	\$
2.	Accounting/legal	\$
3.	Other service-related costs (describe)	\$
G. Other Costs		
1.		\$
2.		\$
H. Summary of Expenditures		
1.	Total Land-Related Costs	\$
2.	Total Building-Related Costs	\$
3.	Total Machinery and Equipment Costs	\$
4.	Total Furniture and Fixture Costs	\$
5.	Total Working Capital Costs	\$
6.	Total Professional Service Costs	\$
7.	Total Other Costs	\$

PROJECTED CONSTRUCTION EMPLOYMENT IMPACT

I. Please provide estimates of total construction jobs and the total annual wages and benefits of construction jobs at the Project:

Year	Number of Construction Jobs	Total Annual Wages and Benefits	Estimated Additional NYS Income Tax
Current Year	0	\$	\$
Year 1	96	\$ 7,400,000	\$ TBD
Year 2		\$	\$
Year 3		\$	\$
Year 4		\$	\$
Year 5		\$	\$

PROJECTED PERMANENT EMPLOYMENT IMPACT

- I. Estimates of the total number of existing permanent jobs to be preserved or retained as a result of the Project are described in the tables in Section IV of the Application. **0**
- II. Estimates of the total new permanent jobs to be created at the Project are described in the tables in Section IV of the Application. **Up to 2**
- III. Please provide estimates for the following:
- A. Creation of New Job Skills relating to permanent jobs. Please complete Schedule A.
- IV. Provide the projected percentage of employment that would be filled by Albany County residents: _____
- A. Provide a brief description of how the project expects to meet this percentage:

PROJECTED OPERATING IMPACT

- I. Please provide estimates for the impact of Project operating purchases and sales: **n/a**

Additional Purchases (1 st year following project completion)	\$
Additional Sales Tax Paid on Additional Purchases	\$
Estimated Additional Sales (1 st full year following project completion)	\$
Estimated Additional Sales Tax to be collected on additional sales (1 st full year following project completion)	\$

II. Please provide estimates for the impact of Project on existing real property taxes and new payments in lieu of taxes ("Pilot Payments"):

See Project Supplement.

Year	Existing Real Property Taxes (Without involvement) IDA	New Pilot Payments (With IDA)	Total (Difference)
Current Year			
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			

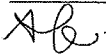
III. Please provide a detailed description for the impact of other economic benefits and all anticipated community benefits expected to be produced as a result of the Project (attach additional pages as needed for a complete and detailed response):

CERTIFICATION

I certify that I have prepared the responses provided in this Questionnaire and that, to the best of my knowledge; such responses are true, correct, and complete.

I understand that the foregoing information and attached documentation will be relied upon, and constitute inducement for, the Agency in providing financial assistance to the Project. I certify that I am familiar with the Project and am authorized by the Company to provide the foregoing information, and such information is true and complete to the best of my knowledge. I further agree that I will advise the Agency of any changes in such information, and will answer any further questions regarding the Project prior to the closing.

I affirm under penalty of perjury that all statements made on this application are true, accurate, and complete to the best of my knowledge.

Date Signed: <u>March 16</u> , 2021.	Name of Person Completing Project Questionnaire on behalf of the Company.
	Name: <u>Alex Campbell</u>
	Title: <u>Project Developer</u>
	Address: <u>Garrison, NY</u>
	Phone Number: <u>570-640-5877</u>
	Signature: <u></u>

CREATION OF NEW JOB SKILLS

[illegible]

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Hecate Energy Albany 1 LLC and Hecate Energy Albany 2 LLC (together, the "Company")
Project Supplement to Application for Financial Assistance to
Albany County Industrial Development Agency (the "Agency")

SUMMARY OF PROJECT

Description of Project:

The project covered by this Application (the "Project") will consist of: (a)(1) the acquisition of an interest in the Company's leasehold and easement interests in certain parcels of land located in the Town of Coeymans, Albany County, New York (collectively, the "Land"), (2) the acquisition, construction, installation and equipping on or under the Land of: (i) a buried and overhead collection line system, (ii) an interconnection substation facility, (iii) operations and maintenance structure(s), and (iv) a system of gravel access roads, security fencing and gates, parking, landscaping and related improvements to the Land (collectively, the "Improvements"), and (3) the acquisition, installation and equipping therein and thereon of certain equipment, including photovoltaic panels producing direct current ("DC") electricity with a planned total rated alternating current ("AC") output capacity of up to 40 megawatts ("MW") to be mounted on fixed-tilt or tracking panel racks, inverters to convert DC electricity to AC electricity, and furniture, fixtures, machinery and equipment (collectively, the "Equipment"), all of the foregoing for use by the Company as a solar-powered electric generating facility (collectively, the "Project Facility"), and (b) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing, including exemptions from sales and use taxes, mortgage recording taxes, and real property taxes for the Project Facility (but not including special district taxes) (collectively, the "Financial Assistance"); and (c) the lease of the Project Facility by the Company to the Agency and a lease of the Project Facility by the Agency back to the Company; all as contemplated by and in furtherance of the purposes of the General Municipal Law.

Estimated Value of Tax Exemptions:

See below.

Section III(A). Data regarding Proposed Project. Summary:

See Description of Project above.

Section III(C)(1). Project Site:

See Exhibit A for Project map.

Section III(C)(5). Present legal owner of project site:

Hecate Energy Albany 1 LLC and Hecate Energy Albany 2 LLC (together, the "Company")
Project Supplement to Application for Financial Assistance to
Albany County Industrial Development Agency (the "Agency")

The Company has option agreements with underlying property owners Mark Flach and George LaMountain for entry into long-term land leases. Upon execution of the options, the Company will have site control for the construction period through the end of the useful life of the Project Facility. The terms of the options and leases are confidential but a memorandum of lease will be recorded with the County Clerk for each of the leases following exercise of the options.

Section IV(A-D). Employment Impact.

Current Jobs

The Company does not currently employ workers in Albany County.

Construction Jobs

The Company estimates that construction of the Project will create approximately 140 construction jobs at the peak of the construction period, translating to an annualized full-time equivalent (FTE) headcount of 96 based on 2,080 hours per FTE work-year. It is anticipated that total compensation (including salary and benefits) for the 96 FTE construction jobs will be approximately \$7,400,000. Anticipated types of construction jobs are provided in the Coeymans Solar Farm, Case No. 17-F-0617, 1001.27 Exhibit 27, Socioeconomic Effects, of the Company's Public Service Law Article 10 Application (the "Socioeconomics Effects Exhibit"), a copy of which is attached hereto as Exhibit B. Estimated FTE construction jobs and compensation are also provided in the Coeymans Solar Farm dated May 2019 (the "Economic Impact Assessment"), a copy of which is attached hereto as Exhibit C. Details regarding the types of construction jobs on site, compensation for each type, and salary and benefits for each type would be determined by the Engineering, Procurement and Construction (EPC) contractor for the Project. However, an EPC contractor has not yet been engaged for the Project.

Permanent Jobs

The Company estimates that that operation and maintenance of the Project would create the equivalent of up to 2 FTE permanent jobs (when part-time and seasonal worker hours are annualized) through direct employment by the Project or through operations and maintenance contractors. Those positions would be created following commencement of commercial operations and would persist for the 2-year reference period. Anticipated types of positions are provided in the Socioeconomic Effects Exhibit. It is anticipated that total annual compensation (including salary and benefits) for operation and maintenance positions will be approximately \$116,000. Details regarding the types of permanent jobs on site, compensation for each type, and salary and benefits for each type have not yet been developed by the Company.

Hecate Energy Albany 1 LLC and Hecate Energy Albany 2 LLC (together, the "Company")
Project Supplement to Application for Financial Assistance to
Albany County Industrial Development Agency (the "Agency")

Section V(A). Project Cost. Anticipated Project Costs.

The Company anticipates the total cost of the Project will be \$50,000,000. The Project has not yet been designed and its construction has not yet been put out to bid so a more detailed breakdown of the estimated cost is not available.

Section VI. Benefits expected from the Agency

D. Mortgage Recording Tax Exemption

The Project may be financed with debt that may be secured by a mortgage. Based on an estimated total Project cost of approximately \$50,000,000 and a mortgage recording tax rate of 1.25%, the estimated mortgage recording tax exemption would be up to \$625,000 (if 100% of the Project cost was financed with debt).

E. Sales Tax Exemption

Based on an estimated total Project cost of approximately \$50,000,000 and a sales tax rate of 8.0%, the total potential sales tax exemption would be up to \$4,000,000. However, it is anticipated that certain elements of the Project Facility would also qualify for the production exemption from sales tax under New York Tax Law Sections 1115(a)(12) and 1105-B or for other exemptions, such as for professional services.

F. Real Property Tax Exemption

Because real property taxation of solar-powered electric generating facilities is unsettled, the Company has negotiated the terms of a PILOT agreement for the Project (along with a Host Community Agreement ("HCA") with the Town of Coeymans), which will create a significant revenue opportunity for the involved tax jurisdictions through PILOT, HCA, and change-in-use real property tax payments. The Town of Coeymans engaged a financial and real property tax expert to negotiate and validate the payment amounts. Accordingly, the terms of the PILOT as part of the revenue package agreed to for the Project represent a settled/compromised payment level for the Project Facility and therefore do not represent an abated level of tax. In addition, the Financial Assistance would be of value to the Company and the involved tax jurisdictions because it would: (a) secure necessary operating cost certainty for the Project over its useful life (and thereby facilitate Project financing), (b) create budgeting and revenue certainty for the host tax jurisdictions, and (c) create those respective certainties over a longer term than is available for solar projects under Real Property Tax Law Section 487.

Cost/Benefit Analysis. Project Questionnaire:

1. Brief Identification of the Project:

Hecate Energy Albany 1 LLC and Hecate Energy Albany 2 LLC (together, the "Company")
Project Supplement to Application for Financial Assistance to
Albany County Industrial Development Agency (the "Agency")

See Description of Project above.

2. Estimated Amount of Project Benefits Sought:

See Section VI above.

3.B. Value of Sales Tax Exemption Sought:

See Section VI above.

3.C. Value of Real Property Tax Exemption Sought:

See Section VI above.

3.D. Value of Mortgage Recording Tax Exemption Sought:

See Section VI above.

4. Likelihood of accomplishing the Project in a timely fashion:

The Project is fully permitted under Public Service Law Article 10 and ready to proceed with construction. The Company anticipates commencing construction in 2021 and commencing commercial operation of the Project in late-2021/early-2022. That schedule depends on the Agency's granting of the Financial Assistance and closing the straight-lease transaction and on financing of the Project. The Project cannot be financed without the cost certainty created by the Financial Assistance. If the Agency grants the Financial Assistance and closes on the straight-lease transaction in the next several months, the Company believes it is highly likely the Project will be completed as anticipated (barring any unforeseen circumstances).

PROJECTED OPERATING IMPACT

II. Please provide estimates for the impact of Project on existing real property taxes and new payments in lieu of taxes ("Pilot Payments"):

The Financial Assistance would not have any impact on the existing real property taxes at the Project site. The real property tax exemption would not extend to the underlying land or improvements unrelated to the Project Facility. Rather, the real property tax exemption would extend to the Project's leasehold and easement interests in the underlying land and Project-related improvements constituting the Project Facility.

Anticipated PILOT payments from the Project Facility will be provided once the payment amounts under the PILOT and HCA are agreed upon by the Town of Coeymans, Albany County,

Hecate Energy Albany 1 LLC and Hecate Energy Albany 2 LLC (together, the "Company")
Project Supplement to Application for Financial Assistance to
Albany County Industrial Development Agency (the "Agency")

and the Ravena-Coeymans-Selkirk Central School District.

Hecate Energy Albany 1 LLC and Hecate Energy Albany 2 LLC (together, the "Company")
Project Supplement to Application for Financial Assistance to
Albany County Industrial Development Agency (the "Agency")

Exhibit A

Project Map

Hecate Energy Albany 1 LLC and Hecate Energy Albany 2 LLC (together, the "Company")
Project Supplement to Application for Financial Assistance to
Albany County Industrial Development Agency (the "Agency")

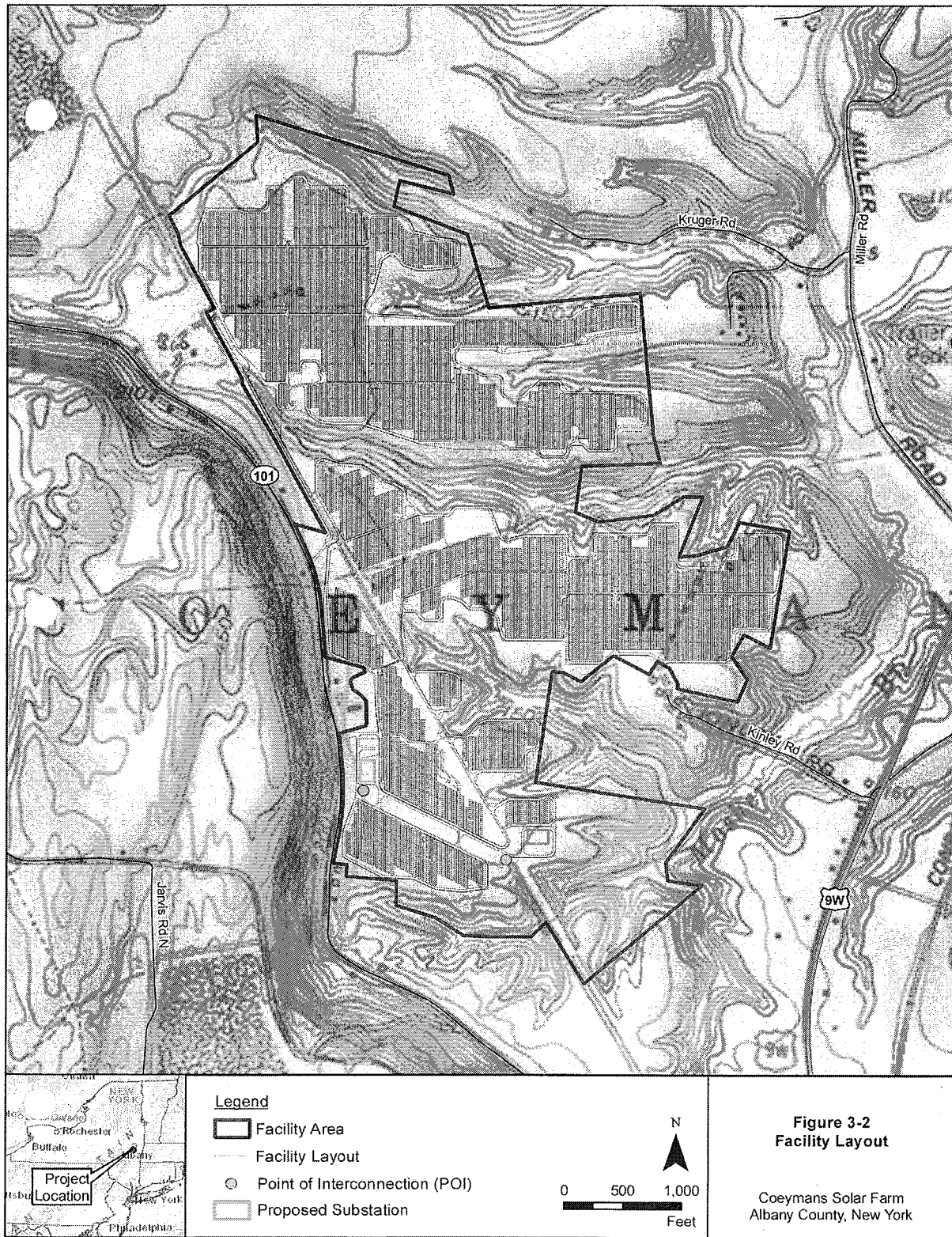
Exhibit B

Socioeconomic Effects Exhibit

Hecate Energy Albany 1 LLC and Hecate Energy Albany 2 LLC (together, the "Company")
Project Supplement to Application for Financial Assistance to
Albany County Industrial Development Agency (the "Agency")

Exhibit C

Economic Impact Assessment





Hecate Energy Albany 1 LLC and Hecate Energy Albany 2 LLC

Coeymans Solar Farm

Case No. 17-F-0617

1001.27 Exhibit 27

Socioeconomic Effects

Exhibit 27
Socioeconomic Effects

Coeymans Solar Farm

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Appendix 27-A. Letter Requesting Feedback on Potential Facility Impacts on Infrastructure and Operating Costs

EXHIBIT 27 Socioeconomic Effects

This Exhibit addresses the requirements specified in Stipulation 27. Each subsection of this Exhibit aligns with the subsections contained in Stipulation 27.

(a) Estimate of Construction Work Force

Hecate Energy Albany 1 LLC and Hecate Energy Albany 2 LLC (the Co-Applicants) have developed estimates of the workforce that would be required for construction of the Coeymans Solar Farm (the Facility). The estimated average construction workforce is presented by discipline for each quarter during construction in Table 27-1. Table 27-1 also provides a summary of total full-time equivalent (FTE) employment and includes an estimate of the peak construction level, which is expected to occur in the third quarter of construction. These estimates were developed by the Co-Applicants based on past experience with similar projects and consultations with contractors.

Table 27-1. Estimated Construction Workforce

Labor Discipline	Quarter				Total FTE Employment ¹	Peak Employment
	1	2	3	4		
Technicians	20	60	80	50	53	80
Laborers	20	35	40	20	29	40
Foremen	3	8	9	4	6	9
Equipment Operators	4	8	8	4	6	8
Construction Managers	1	3	3	2	2	3
Total	48	114	140	80	96	140

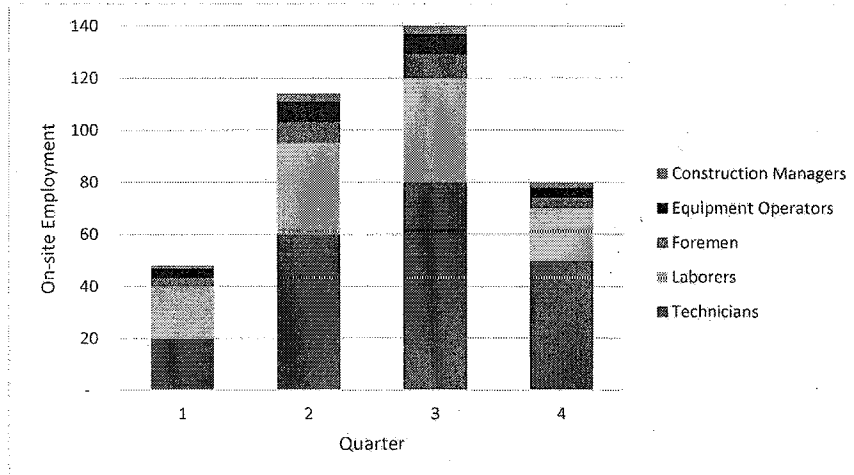
Notes:

FTE = full-time equivalent

¹ One FTE job equates to one full-time job for one year or 2,080-hour units of labor, with part-time or temporary jobs constituting a fraction of a job. Numbers are rounded to the nearest FTE.

Facility construction would provide on-site employment for an estimated total of 96 FTE jobs, with technicians accounting for more than half (55 percent [%]) of this total (Table 27-1). Viewed by quarter, estimated on-site employment would range from 48 workers in the first quarter and peak with 140 on-site workers during the third quarter (Table 27-1; Figure 27-1). Workers directly employed on-site during construction include technicians, laborers, foremen, equipment operators, and construction managers. These estimates do not include workers directly employed elsewhere in Albany County or New York State providing Facility-related technical services such as engineering design and permitting. Additional workers would also be employed to develop the interconnection facilities required to facilitate the transfer of electricity from the Facility.

Figure 27-1. Estimated Construction Workforce



The Co-Applicants anticipate that the majority of the on-site construction workforce would be hired locally to the extent workers are available, with an estimated 60% or more of the workforce expected to already reside in Albany County. In addition, the Co-Applicants anticipate that an additional 30% of the workforce would be hired from within New York State; therefore, total in-state hiring is expected to be approximately 90%. The shares of the workforce expected to be hired in Albany County and in-state would be equivalent to approximately 57 and 86 FTE jobs, respectively. Non-local workers would mainly be required for supervision and to supplement the local construction workforce.

An emphasis on local hiring has been noted elsewhere in the solar industry. The 2018 National Solar Jobs Census, for example, profiles a construction firm that provides Engineering, Procurement, and Construction (EPC) contracting services for utility-scale photovoltaic (PV) solar projects, noting that the firm typically performs about 1 million labor hours for solar projects, with direct hires from local communities accounting for over 60% of the total work performed (The Solar Foundation 2018). Another utility-scale EPC firm cited in the 2018 National Solar Jobs Census indicated that 90% of the construction workforce for an 80-megawatt project is typically hired from the local community (The Solar Foundation 2018).

Review of occupational data for the Capital Region labor market region indicates that the area has a large construction workforce pool. The Capital Region is one of 10 labor market regions defined by the New York State Department of Labor (NYSDOL) and consists of Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, and Washington counties (NYSDOL 2019). Additional construction workforce resources are also available from elsewhere in the state. Occupational employment estimates for the disciplines required to construct the Facility are presented for the Capital Region and New York state as a whole in Table 27-2.

Table 27-2. Existing Construction Workforce

Labor Discipline	SOC Code	Capital Region ¹	New York State ²
Construction Managers	11-9021	720	12,150
Foremen	47-4011	570	7,240
Technicians ³	47-2111	2,320	41,920
Construction Equipment Operators	47-2073	1,430	12,520
Laborers	47-2061	3,990	60,780

Notes:

SOC = standard occupational classification

¹ The Capital Region labor market area consists of Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, and Washington counties

² Statewide totals include the Capital Region, along with the other nine labor market regions defined by the NYSDOL.

³ The SOC code for electricians is used to represent technicians.

Source: NYSDOL 2019.

(b) Estimate of Annual Construction Payroll and Direct Non-Payroll Expenditures

The Co-Applicants' annual construction payroll estimate is presented by discipline in Table 27-3. Construction would last for approximately one year. Total annual construction payroll is estimated to be approximately \$8.3 million. These estimates are based on fully burdened hourly rates. An estimated 60% of the total payroll is expected to be paid to workers normally residing in Albany County, with an additional 30% (90% total) paid to workers from elsewhere in-state.

Table 27-3. Estimated Annual Construction Payroll

Labor Discipline	Total FTE Employment	Man-Hours ^{1,2}	Hourly Rate (\$) ^{2,3}	Annual Payroll (\$000) ^{2,4}
Electricians	52.5	109,200	46	5,023
Laborers	28.8	59,800	30	1,794
Foremen	6.0	12,480	50	624
Equipment Operators	6.0	12,480	43	537
Construction Managers	2.3	4,680	61	285
Total	95.5	198,640	N/A	8,263
Estimated Share in Albany County	57.3	119,180	N/A	4,958
Estimated In-State Share	86.0	178,780	N/A	7,437

Notes:

FTE = full-time equivalent; N/A = not applicable

¹ Man-hours were estimated by multiplying total FTE employment by 2,080.

² Numbers may not sum due to rounding.

³ Hourly rates are fully burdened.

⁴ Annual payroll is presented in thousands of dollars.

Estimated direct non-payroll expenditures are presented in Table 27-4. These estimates do not include the cost of the solar modules and inverters that comprise a large share of the total Facility cost. The solar modules and inverters are assumed for the purposes of this evaluation to be purchased out-of-state and transported to the Facility Area for installation. Estimated direct non-payroll expenditures expected to occur

locally and in-state include structural and electrical balance of system materials, construction materials and supplies, equipment rentals, and construction services. Expenditures related to engineering and surveying, development and licensing, interconnection, and financing costs are also expected to occur in-state. Estimated expenditures for these items along with the shares expected to be procured in Albany County and New York State (including Albany County) are presented in Table 27-4. An estimated total of \$3.6 million and \$18.1 million in direct non-payroll expenditures are expected to occur in Albany County and in-state, respectively.

Table 27-4. Estimated Direct Non-Payroll Expenditures

Cost Category	Total Cost (\$000) ^{1,2}	Estimated Albany County Share		Estimated In-State Share	
		Percent	Cost (\$000) ²	Percent	Cost (\$000) ²
Balance of System Materials	13,182	0	0.0	50	6,591
Construction Materials and Equipment Rentals	2,563	50	1,282	100	2,563
Construction and Engineering Services	675	50	338	100	675
Development and Licensing	1,950	10	195	100	1,950
Interconnect Costs	3,550	50	1,775	100	3,550
Total	21,920	16	3,589	70	15,329

Notes:

¹ Total cost is only provided for items with an Albany County and/or in-state component. Solar modules and inverters are assumed to be purchased out-of-state and transported to the site for installation. Detailed total cost estimates are presented in Exhibit 14.

² Estimated costs are presented in thousands of dollars.

(c) Range of Estimates of Annual Secondary Employment and Economic Activity during Construction

Construction projects typically provide a stimulus to the local economy as project-related goods and services are purchased locally and local labor is used. Total estimated construction phase impacts for Albany County and New York are summarized in Table 27-5. These estimates include direct and secondary (indirect and induced) impacts and would be limited to the duration of the construction phase of the Facility, which is expected to take approximately one year. Total (direct, indirect, and induced) impacts are presented as a range to reflect the uncertainty associated with the direct input estimates and the share of these inputs expected to occur locally (in Albany County and/or New York State). For the purposes of this presentation, values are assumed to vary from 95% to 105% of the direct, indirect, and induced impact estimates developed for this project. Estimates for New York are for the entire state including Albany County.

Job estimates are presented in FTEs, with each identified job representing 12 months (2,080 hours) of employment. Earnings are expressed in millions of dollars and represent the sum of employee compensation (wages) and proprietary (business) income. Output, also expressed in millions of dollars, is a broad measure of economic activity that represents the total value of goods and services produced as a result of Facility construction.

Viewed as a range, construction of the Facility is expected to require 54 to 60 direct (on-site) jobs that would be filled by Albany County residents. Construction of the Facility would also support secondary (indirect

and induced) employment, income, and output elsewhere in the county, with indirect impacts expected to support 17 to 18 jobs in Albany County and induced impacts expected to support 19 to 21 jobs. Overall, construction of the Facility is expected to support approximately \$7.3 million to \$8.1 million in earnings in Albany County, with total output of approximately \$11.0 million to \$12.2 million (Table 27-5). In addition, the Co-Applicants anticipate that an additional 28 to 30 direct (on-site) jobs would be filled by workers from elsewhere in New York, for an in-state total of 82 to 90 direct jobs. Viewed at the state-level, Facility construction would support 70 to 77 indirect and 52 to 58 induced jobs, with total (direct, indirect, and induced) earnings of \$17.0 million to \$18.8 million and total output of approximately \$33.3 million to \$36.8 million (Table 27-5).

Table 27-5. Total Construction Phase Impacts in Albany County and New York

Impact Type/Measure¹	Jobs^{2,3}	Earnings (\$ million)^{3,4}	Output (\$ million)^{3,4}
Albany County			
Direct Impacts ⁵	54.4 to 60.2	4.71 to 5.21	4.71 to 5.21
Indirect Impacts	16.6 to 18.4	1.48 to 1.64	3.09 to 3.42
Induced Impacts	18.8 to 20.8	1.14 to 1.26	3.24 to 3.58
Total Impacts	89.8 to 99.3	7.33 to 8.10	11.04 to 12.20
New York State⁶			
Direct Impacts ⁵	81.7 to 90.3	7.07 to 7.81	7.07 to 7.81
Indirect Impacts	69.5 to 76.8	6.31 to 6.97	16.46 to 18.19
Induced Impacts	52.3 to 57.9	3.63 to 4.02	9.74 to 10.76
Total Impacts	203.5 to 224.9	17.01 to 18.80	33.26 to 36.76

Notes:

¹ Estimated impacts are presented as a range to reflect uncertainty associated with the direct input estimates and the share of these expenditures expected to occur locally. Values are assumed to vary from 95% to 105% of the direct, indirect, and induced impact estimates developed for this project.

² Jobs are FTE for a period of one year (1 FTE = 2,080 hours). Direct jobs and earnings include only those positions that would be filled by residents of the affected regions (i.e., Albany County and New York State). Positions filled by out-of-region workers are not included in these estimates.

³ Numbers may not sum due to rounding.

⁴ Earnings and output are expressed in millions of dollars in 2019 dollars.

⁵ The direct impact estimates presented here are the on-site employment and payroll estimates developed by the Co-Applicants (see Tables 27-1 and 27-3). Direct jobs include only those that would be filled by Albany County and New York residents, respectively. Values shown here are presented as a range as noted above.

⁶ Estimates for New York are for the entire state including Albany County.

(1) Economic Multipliers and Assumptions

The preceding section presents the direct effects associated with Facility construction, as well as the secondary (indirect and induced) "multiplier" effects. Indirect and induced effects were estimated using the IMPLAN model and software. IMPLAN is a commercially available economic modeling package widely used to assess the economic impacts of energy and many other types of projects. Impacts for this analysis were assessed separately at the local and state level. Local impacts were assessed using a single county model for Albany County. State impacts were evaluated using a separate state-level model for the State of New York. Construction phase impacts are reported in the preceding section; operation-related impacts are presented in Exhibit 27(e). These analyses used 2017 IMPLAN data, which is the most recent data available.

The IMPLAN model compiles and aggregates national and regional economic and demographic data to calculate inter-industry linkages and estimate the multiplier effects of changes in demand for goods and services on the modeled economy. Linkages are modeled through input-output tables that account for all dollar flows between different sectors of the economy. IMPLAN models how spending in one sector of the economy is spent and re-spent in other sectors of the economy. By tracing these linkages, the model approximates the flows of initial Facility-related spending through the local economy based on the supply lines connecting the various economic sectors. These linkages vary by economic sector and also through regional differences in local employment, spending, and consumption patterns. The amount spent locally decreases with each successive transaction away from the initial expenditure due to the effects of savings, taxes, or other activities that happen outside the local economy, known as leakages.

The economic relationships modeled by IMPLAN allow the user to estimate the overall change in the economy that would result from construction and operation of a proposed project. The dollars spent on project construction and operation within the selected analysis area are analyzed to determine the total economic impact within that area. The direct investments in project construction and operation trigger successive rounds of spending that result in an overall increase in employment, labor income, and economic output in the local economy.

Economic multipliers derived from the model are used to estimate total economic impacts. Total economic impacts consist of three components: direct, indirect, and induced impacts. These three components may be described as follows:

- The *direct* impact component consists of expenditures made specifically for the proposed Facility, such as construction labor and materials. These direct impacts generate economic activity elsewhere in the local economy through the multiplier effect, as initial changes in demand "ripple" through the local economy and generate indirect and induced impacts.
- *Indirect* impacts are generated by the expenditures on goods and services by suppliers who provide goods and services to the construction project. Indirect effects are often referred to as "supply-chain" impacts because they involve interactions among businesses.
- *Induced* impacts are generated by the spending of households associated either directly or indirectly with the proposed Facility. Workers employed during construction, for example, will use their income to purchase groceries and other household goods and services. Workers at businesses that supply the facility during construction or operation will do the same. Induced effects are sometimes referred to as "consumption-driven" impacts.

The IMPLAN analysis prepared for this project employed what is known as an "analysis-by-parts" approach to clearly separate direct and secondary (indirect and induced) impacts. The direct effects were estimated outside the model by the Co-Applicants based on past project experience and consultation with contractors (see Tables 27-1, 27-3, and 27-4). Construction-related indirect and induced impacts were estimated by matching the local payroll and estimated direct non-payroll expenditures identified in Tables 27-3 and 27-4 with the corresponding IMPLAN sectors identified in Table 27-6.

Table 27-6. Modeled Construction Expenditures by Sector

Cost Category¹	IMPLAN Sector Number	IMPLAN Sector Name
Construction-Related Payroll	5001	Employee compensation
Balance of System Materials	3238	Fabricated structural metal products
	3339	Other communication and energy wires

Cost Category¹	IMPLAN Sector Number	IMPLAN Sector Name
Construction Materials and Equipment Rentals	3395	Wholesale trade distribution services
	3445	Commercial and industrial machinery and equipment rental and leasing
Construction and Engineering Services	3449	Architectural, engineering and related services
Development and Licensing	3449	Architectural, engineering and related services
Interconnection Costs	3054	Construction of new power and communication structures

(2) Study Limitations

The economic impact estimates presented in this report are indicative, preliminary estimates based on a certain set of assumptions and estimated model inputs. These assumptions and inputs are based on the best data and information available at this stage in the Facility development process. Direct Facility inputs including workforce estimates and Facility-related expenditures are preliminary estimates based on the Co-Applicants past project experience and consultation with contractors. Other key modeling inputs include the share of expenditures expected to occur in the analysis area for each model, as well as the share of workers expected to be hired locally. An EPC contractor has not yet been selected and the final actual costs and estimated local shares could, therefore, vary from those used in this analysis. The Co-Applicants will seek the most competitive price before executing the construction agreements. Recognizing the uncertainty regarding these inputs total (direct, indirect, and induced) impacts are, as noted above, presented as a range, with values assumed to vary from 95% to 105% of the direct, indirect, and induced impact estimates developed for the Facility.

Economic impact analysis typically assesses changes in regional economic indicators, such as employment, income, and economic output, that are anticipated to result from implementation of a project compared to current conditions. This type of analysis does not quantify net economic benefits or economic value, which are typically estimated using social benefit-cost analysis. This is the case with the economic impact analyses reported in this Exhibit, which, in accordance with standard practice, limit the analysis to total or gross jobs that would be supported by construction and operation of the Facility.

As a result, the estimates of secondary employment and economic activity presented in this Exhibit do not assess the long-term impacts of potential changes in electricity rates resulting from investment in the Facility¹, the economic development losses associated with the possible displacement of other local energy sources, or the displacement of other types of economic activity due to investment in this Facility. Similarly, the analyses reported in this Exhibit do not estimate or report other types of impacts, such as improvements in transmission or grid reliability, reductions in air or water emissions, reductions in water use from power generation or improvements to the stability of electricity prices that might result from the reduced fuel price risk of renewable sources of electricity. Nor do they account for job creation that derive from other state policies such as community solar, distributed generation, Reforming the Energy Vision (REV), and energy storage and replacement of aging peaking plants.

Economic impact estimates are also gross (as opposed to net) in that they do not account for the fact that workers employed on this Facility could alternatively be employed elsewhere and may turn down other

¹ Although they are not part of this economic impacts analysis, the results of price modeling prepared for the Facility are presented in Exhibit 8.

opportunities to work on the Facility. Similarly, jobs supported elsewhere in the economy (i.e., indirect and induced jobs), identified as FTEs, are not necessarily additional jobs. Secondary impacts may support workers in their existing positions, helping them retain their jobs or expand their hours.

(d) Estimate of Annual Operation Jobs, Payroll, and Non-Payroll Expenditures

The Co-Applicants' estimate of the number of jobs and on-site payroll for a typical year once the Facility is in operation is presented by discipline in Table 27-7. Facility operation would provide direct employment for the equivalent of 2 or more FTE jobs, with a corresponding annual payroll of approximately \$116,000. Estimated payroll is based on fully burdened hourly rates, with the total amount expected to be paid to workers in Albany County.

Table 27-7. Estimated Annual Operation Employment and Payroll by Discipline

Labor Discipline	Total FTE Employment	Man-Hours^{1,2}	Hourly Rate (\$)^{2,3}	Annual Payroll (\$000)²
Field Technicians	1.0	2,080	33	68
Administrative	0.5	1,040	26	27
Site Management	0.4	832	20	16
Ops monitor/control	0.1	208	26	5
Total	2.0	4,160	N/A	116

Notes:

FTE = full-time equivalent; N/A = not applicable

¹ Man-hours were estimated by multiplying total FTE employment by 2,080.

² Numbers may not sum due to rounding.

³ Hourly rates are fully burdened.

Estimated non-payroll expenditures for a typical year once the Facility is in operation are presented in Table 27-8, along with the estimated Albany County and in-state shares of these expenditures. Total annual expenditures are estimated to be about \$895,000, with much of this expected to occur in Albany County.

Table 27-8. Estimated Annual Operation Non-Payroll Expenditures

Cost Category	Total Cost (\$000)¹	Estimated Albany County Share		Estimated In-State Share	
		Percent	Cost (\$000)¹	Percent	Cost (\$000)¹
Equipment Repair and Maintenance	110	20	22	60	66
Landscaping and Site Management	80	100	80	100	80
Utilities	5	100	5	100	5
Vehicle Repair and Maintenance	15	100	15	100	15
Vehicle Fuel	5	100	5	100	5
Security	20	100	20	100	20
Operation Monitoring	30	0	0	0	0
Land Acquisition, Conservation Management, and Taxes and Fees	580	99	575	100	580
Insurance, Management Fees	50	0	0	100	50
Total	895	81	722	92	821

¹ Estimated costs are presented in thousands of dollars.

(e) Range of Estimates of Annual Secondary Employment and Economic Activity during Operation

Construction projects typically provide a stimulus to the local economy during the construction phase, as described in Exhibit 27(c). Once construction is completed, project operation provides extended economic impacts over the long-term through spending on labor, materials and equipment, services, payments to land owners, and tax revenues. Total (direct, indirect, and induced) impacts are presented as a range to reflect the uncertainty associated with the direct input estimates and the share of these inputs expected to occur locally (in Albany County and/or New York State). For the purposes of this presentation, values are assumed to vary from 95% to 105% of the direct, indirect, and induced impact estimates developed for this project. Estimates for New York are for the entire state including Albany County.

Viewed as a range, Facility operation is expected to involve direct employment for 1.9 to 2.1 FTE jobs for workers anticipated to reside in Albany County. Facility operation would also support secondary (indirect and induced) employment, income, and output elsewhere in the county, with indirect impacts expected to support 3.8 to 4.2 jobs in Albany County and induced impacts expected to support 1.2 to 1.4 jobs. Overall, operation of the Facility is expected to support approximately \$370,000 to \$410,000 in total earnings in Albany County, with total output of approximately \$680,000 to \$750,000. Viewed at the state-level, facility operation would support an estimated total (direct, indirect, and induced) of 7.4 to 8.1 jobs, total earnings of \$480,000 to \$540,000 and total output of approximately \$0.9 million to \$0.99 million (Table 27-9). These annual average impacts are expected to occur over the life of the Facility.

Table 27-9. Total Operation Phase Impacts in Albany County and New York

Impact Type/Measure	Jobs ^{1, 2}	Earnings (\$ million) ^{2, 3}	Output (\$ million) ^{2, 3}
Albany County			
Direct Impacts ⁴	1.9 to 2.1	0.11 to 0.12	0.11 to 0.12
Indirect Impacts	3.8 to 4.2	0.18 to 0.20	0.35 to 0.39
Induced Impacts	1.2 to 1.4	0.08 to 0.08	0.21 to 0.24
Total Impacts	7.0 to 7.7	0.37 to 0.41	0.68 to 0.75
New York State⁵			
Direct Impacts ⁴	1.9 to 2.1	0.11 to 0.12	0.11 to 0.12
Indirect Impacts	3.7 to 4.1	0.25 to 0.28	0.45 to 0.50
Induced Impacts	1.8 to 2.0	0.12 to 0.14	0.33 to 0.37
Total Impacts	7.4 to 8.1	0.48 to 0.54	0.90 to 0.99

Notes:

¹ Estimated impacts are presented as a range to reflect uncertainty associated with the direct input estimates and the share of these expenditures expected to occur locally. Values are assumed to vary from 95% to 105% of the direct, indirect, and induced impact estimates developed for this project.

² Jobs are FTE for a period of one year (1 FTE = 2,080 hours).

³ Numbers may not sum due to rounding.

⁴ Earnings and output are expressed in millions of dollars in 2019 dollars.

⁵ Direct impact estimates were developed by the Co-Applicants (see Table 27-7). Direct jobs include only those that would be filled by Albany County and New York residents, respectively. Values shown here are presented as a range as noted above.

⁶ Estimates for New York are for the entire state including Albany County.

(1) Economic Multipliers and Assumptions

The preceding section presents the direct effects associated with Facility operation, as well as the secondary (indirect and induced) "multiplier" effects. The direct effects were estimated by the Co-Applicants based on past project experience and consultations with contractors. The indirect and induced effects were estimated using the IMPLAN model and software. IMPLAN and its use in this analysis is discussed further in Exhibit 27(c). The IMPLAN analysis prepared for this project employed what is known as an "analysis-by-parts" approach to clearly separate direct and secondary (indirect and induced) impacts. The direct effects were estimated outside the model by the Co-Applicants based on past project experience and consultation with contractors (see Table 27-7). Operation-related indirect and induced impacts were estimated by matching the local payroll and estimated direct non-payroll expenditures identified in Tables 27-7 and 27-8 with the corresponding IMPLAN sectors identified in Table 27-10.

Table 27-10. Modeled Operation Expenditures by Sector

Cost Category¹	IMPLAN Sector Number	IMPLAN Sector Name
Operation-Related Payroll	5001	Employee compensation
Equipment Repair and Maintenance	3507	Commercial and industrial machinery equipment repair
Landscaping Services (or grazing)	3469	Landscape and horticultural services
Utilities	3041	Electricity
Vehicle Repair and Maintenance	3504	Automotive repair and maintenance, except car washes
Vehicle Fuel	3402	Retail services - Gasoline stores
Security	3467	Investigation and security services
Land Acquisition ²	NA	Savings, Investment, Banking, Real Estate
	1005	Households 50-70k
	3019	Support activities for agriculture and forestry
	3057	Newly constructed commercial structures, including farm structures
	3203	Farm machinery and equipment
Conservation management	3455	Environmental and other technical consulting services
Taxes and Fees	NA	State/Local Gov NonEducation

Notes:

NA – not applicable

¹ The estimated Insurance, Management Fees category identified in Table 27-8 was not modeled as part of this analysis.

² Land acquisition expenditures were modeled based on typical expenditures made by recipients of easement payments from the Agricultural Conservation Easement Program (U.S. Department of Agriculture 2014). The share of typical expenditures made to savings, investment, banking, and real estate was not included in the analysis.

(2) Study Limitations

The economic impact estimates presented in this report are indicative, preliminary estimates based on a certain set of assumptions and estimated model inputs. These and other study limitations are discussed in Exhibit(c)(2).

(f) Estimate of Incremental School District Operating and Infrastructure Costs

The Facility is located in the Ravena-Coeymans-Selkirk School District. The School District will likely benefit from the Facility with the Co-Applicants making annual payments (see Exhibit 27(h) and (i)). Construction and operation of the Facility is unlikely to cause an increase in enrollment.

Facility construction would take place over a 1-year period, with total estimated on-site employment equivalent to 96 FTE jobs (Table 27-1). On-site employment is expected to peak during the third quarter, with a total of approximately 140 workers employed on-site. The Co-Applicants estimate that 90% of this workforce would be hired from in-state, with approximately 70% of the total expected to reside within daily commuting distance. The remaining 30% of the workforce would be expected to temporarily relocate for the duration of their employment. Based on these estimates, the number of workers temporarily relocating would range from 14 during the first quarter to a peak of 42 workers during the third quarter, with total non-local construction employment expected to be equivalent to 29 FTE jobs. None of these workers are expected to permanently relocate to the area and very few, if any, are expected to be accompanied by family members. As a result, construction of the Facility is not expected to add any new students to the local school district.

This will also be the case during Facility operation, in which the equivalent of about 2 FTE jobs will be filled by New York State residents (Table 27-7). Therefore, Facility operation is not expected to noticeably affect local school enrollment.

The Co-Applicants consulted with the Ravena-Coeymans-Selkirk School District Superintendent and confirmed that the Facility is not expected lead to an increase in the school district's operating and infrastructure costs (Appendix 27-1).

(g) Estimate of Incremental Municipal, Public Authority, or Utility Operating and Infrastructure Costs

The Co-Applicants consulted with the following entities in order to appropriately estimate the incremental operating and infrastructure costs that could result from the Facility:

- Ravena-Coeymans-Selkirk School District
- Town of Coeymans Supervisor
- Town of Coeymans Police Department
- Town of Coeymans Highway Superintendent
- Coeymans Hollow Fire Department

A copy of the letter, sent on January 29, 2019, to each of these entities is provided in Appendix 27-1. Response was received from the Town of Coeymans Highway Superintendent on January 30, 2019 who concluded that no incremental operating or infrastructure costs would result from the Facility. To date, no other response has been received. As the Facility is not proposed to interconnect to any existing utility (i.e., water, sewer), these entities were not consulted.

Based on the size and type of the Facility, the Co-Applicants do not anticipate that any incremental operating or infrastructure costs will result from construction and operation of the Facility.

(h) Identification of Jurisdictions that Levy Real Property Taxes or Benefit Assessments or User Fees

The Facility falls within the following jurisdictions that are anticipated to receive a payment in lieu of taxes (PILOT) payments from the Co-Applicants:

- Albany County
- Town of Coeymans
- Ravena-Coeymans-Selkirk School District
- Ravena Fire District

(i) Fiscal Tax Benefit Increase for Jurisdiction

The Co-Applicants anticipate executing a PILOT agreement with the entities identified in Exhibit 27(h). The specific terms of the PILOT agreement have not yet been finalized, but these agreements are anticipated to increase the revenues of the affected jurisdictions. Total payments are estimated to be approximately \$3.6 million over the 30-year life of the Facility.

(j) Fiscal Cost to Jurisdiction

The Co-Applicants do not anticipate any measurable increase in municipal costs to be incurred as a result of the Facility. Consultation with the affected municipalities, public authorities, and utilities did not identify additional costs that will be incurred as a result of construction and operation of the Facility (see Exhibit 27(g)). The estimated PILOT payments discussed in Exhibit 27(i) above would represent a net increase in local revenues.

(k) Contingency Plans for Fire or Hazardous Waste Substance Incident

A description of all contingency plans to be implemented in response to the occurrence of a fire emergency or a hazardous substance incident is provided in Exhibit 18. Consultations with the affected local emergency response organizations indicated that these plans can be fulfilled by existing emergency response capacity.

(l) Smart Growth Public Infrastructure Criteria

The Facility is a privately funded energy project and, as such, is not subject to New York Environmental Conservation Law (ECL) Article 6, Section 107 requiring the construction of new or expanded "public infrastructure" to meet certain Smart Growth Criteria. New York State's Smart Growth Public Infrastructure Policy Act outlines 11 criteria for evaluating public infrastructure. While not required, the Facility's consistency with Smart Growth Criteria is addressed below for illustrative purposes.

Criterion 1: To advance projects for the use, maintenance or improvement of existing infrastructure

The development of the Facility will improve the existing energy infrastructure by creating an economically viable, solar-powered electric generating facility that provides renewable energy to the New York State power grid. The Facility's solar panels will generate approximately 40 megawatts of renewable energy. The Facility will use the existing power grid for the distribution of electricity to end users. Transportation infrastructure will be used for the conveyance of equipment and construction materials. No long-term impacts to the transportation infrastructure are anticipated. Based on the contribution to the state power grid and the limited use of transportation infrastructure, the Facility is consistent with Smart Growth Criterion 1.

Criterion 2: To advance projects located in municipal centers

New York State's Smart Growth Public Infrastructure Policy Act defines "municipal centers" as:

areas of concentrated and mixed land uses that serve as centers for various activities, including, but not limited to, central business districts, main streets, downtown areas, brownfield opportunity areas, downtown areas of local waterfront revitalization program areas, transit-oriented development, environmental justice areas, and hardship areas (ECL § 6-107), as well as areas adjacent to municipal centers, which have clearly defined borders, are designated for concentrated development in the future in a municipal or regional comprehensive plan, and exhibit strong land use, transportation, infrastructure and economic connections to a municipal center; and areas designated in a municipal or comprehensive plan, and appropriately zoned in a municipal zoning ordinance, as a future municipal center (ECL § 6-107).

The development of solar power projects requires a large land area. As such, solar projects, such as the Facility, are not typically located in municipal centers. The Facility is, however, located in eastern New York, near the city of Albany.

Criterion 3: To advance projects in developed areas or areas designated for concentrated infill development in a municipally approved comprehensive land use plan, local waterfront revitalization plan and/or brownfield opportunity area plan

Utility-scale solar projects are generally incompatible with infill development and waterfront revitalization. The Facility is not located in a designated brownfield area.

Criterion 4: To protect, preserve, and enhance the state's resources, including agricultural land, forests, surface and groundwater, air quality, recreation and open space, scenic areas, and significant historic and archeological resources

The Facility is consistent with Criterion 4. Exhibits 17, 20, 22, 23, and 24, and related studies, analyze the potential effects on agricultural land, forests, surface and groundwater, air quality, recreation and open space, scenic areas, and significant historic and archaeological resources. These analyses illustrate that the Facility has avoided and/or minimized impacts to the relevant resources to the maximum extent practicable. Although the Facility Area will be taken out of agricultural production for the operational life of the Facility, upon decommissioning the land may be returned to agricultural use. The Facility, therefore, is protecting the land from other development that would render it no longer useful for agricultural production. The majority of on-site trees will remain, with tree clearing minimized to the maximum extent practicable; additional vegetation will be planted to provide screening from surrounding properties. No significant effects to recreational and open spaces, scenic areas or cultural resources are anticipated from the Facility. Any remaining impacts are outweighed by the benefit provided by the Facility, including the reduction of annual statewide emissions by approximately 54,738 tons of carbon dioxide (CO₂). In addition, the landowner has indicated that they will use the lease revenue from the Facility to support their existing agricultural operations on adjacent lands and elsewhere.

Criterion 5: To foster mixed land uses and compact development, downtown revitalization, brownfield redevelopment, the enhancement of beauty in public spaces, the diversity and affordability of housing in proximity to places of employment, recreation, and commercial development and the integration of all income and age groups

The Facility is proposed in the Town of Coeymans. The area is not conducive to mixed land uses, compact development or the development of diverse and affordable housing in the proximity to places of employment, recreation and commercial development. Further, as mentioned previously, a utility-scale solar farm requires significant open space and, thus, is incompatible with downtown revitalization. The proposed location is not in a brownfield. Therefore, compliance with Criterion 5 is impracticable.

Criterion 6: To provide mobility through transportation choices including improved public transportation and reduced automobile dependency

The Facility will not impact transportation choices in the area and, therefore, Criterion 6 is not applicable.

Criterion 7: To coordinate between state and local government and intermunicipal and regional planning

The Co-Applicants have been involved in public outreach to local government and planning agencies throughout the development and review of the Facility, in accordance with the requirements of the Article 10 process and the Public Involvement Program (PIP) Plan prepared specifically for the Facility. The Master List of Stakeholders, provided as Appendix 2-A of this Application, provides a list of identified host community, adjacent community, county, and agency stakeholders. Appendix 2-B provides information on the public outreach efforts, including meetings with local community and governmental representatives. These coordination efforts are consistent with Criterion 7.

Criterion 8: To participate in community-based planning and collaboration

As described above, the Co-Applicants have conducted and will continue to conduct stakeholder outreach throughout the development and review of the Facility. These efforts have been conducted in accordance with the requirements of the PIP Plan, which includes stakeholder consultation and other forms of engagement, public education, public meetings, ample notification periods, and public comment periods at key milestones (see Exhibit 2 and the Meeting Log, provided as Appendix 2-B, for more information). Information is also available to the community via the Facility's website, www.coeymanssolarfarm.org. These outreach efforts satisfy Criterion 8.

Criterion 9: To ensure predictability in building and land use codes

The Facility will have no influence over building and land use codes in Albany County or in the Town of Coeymans and, as a result, Criterion 9 is not applicable.

Criterion 10: To promote sustainability by strengthening existing and creating new communities which reduce greenhouse gas emissions and do not compromise the needs of future generations, by among other means encouraging broad based public involvement in developing and implementing a community plan and ensuring the governance structure is adequate to sustain its implementation

Solar power, a renewable energy source, generates electricity without the by-product of greenhouse emissions and can reduce the dependence on conventional power plants, thereby reducing the emissions of conventional air pollutants. In fact, the Facility is expected to reduce nitrogen oxides (NO_x), sulfur dioxide (SO₂), and CO₂ emissions from the power sector in New York State. Upon commercial operation, the Facility is expected to reduce the annual statewide emissions by approximately 54,738 tons of CO₂, the equivalent

of taking over 10,500 cars off the road. The Facility will help the state achieve the goal established in New York's Green New Deal that New York's power be 100% carbon-free by 2040, with 70% provided by renewable electricity by 2030 (New York State Energy Research and Development Authority [NYSERDA] 2019). As this Facility will expand the state's clean, renewable energy infrastructure and reduce greenhouse gas emissions, the Facility is consistent with and will help the state achieve its goals in Criterion 10.

Criterion 11: To mitigate future physical climate risk due to sea level rise, and/or storm surges and/or flooding, based on available data predicting the likelihood of future extreme weather events, including hazard risk analysis data, if applicable

The Facility is consistent with New York's efforts to expand reliance on renewable energy sources and reduce greenhouse gas emission. As described in Climate Smart Communities Guide to Local Action: Taking Steps to Combat Climate Change, reducing greenhouse gas emissions "will help stabilize atmospheric GHGs (greenhouse gas) at manageable levels and avoid severe climatic changes." The State recognizes that this action will "minimize the risks of climate change and reduce its long-term costs" (New York State Department of Environmental Conservation [NYSDEC] 2017). Solar power, as a zero-emission, renewable energy source, not only expands available power generation capabilities without increasing greenhouse gas emissions, the addition of a solar power project will also result in a decrease in existing greenhouse gas emission levels as solar power displaces generation from fossil fuel facilities. Therefore, the Facility is expected to have a positive impact on the mitigation of future physical climate risk, thereby supporting Smart Growth Criterion 11.

(m) Feasibility of Local Access to Energy Generated by Facility

Local access to energy generation from the Facility could be feasible if the Town of Coeymans were to become a Community Choice Aggregation (CCA). Becoming a CCA is a method for procuring energy that provides local governments an alternative to the local utility as the default supplier of electricity and/or natural gas. Being a CCA allows local governments to work together through a shared purchasing model to seek proposals for the total amount of electricity being purchased within the boundaries of participating municipalities (NYSERDA 2016). Energy could be made available for sale from the Facility if the Town of Coeymans were to become a CCA. The Co-Applicants have Informed the Town of this option. In addition, the Co-Applicants have discussed the Facility with an energy procurement consultant and broker that designs and operates community energy aggregations.

Economic Impact Assessment

for the

Coeymans Solar Farm

Coeymans, Albany County, New York

May 2019

Prepared for:

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Figure 1. Facility Area Location

Figure 2. Facility Layout

Figure 3. Estimated Construction Workforce by Quarter

LIST OF ACRONYMS AND ABBREVIATIONS

Acronym/Abbreviation	Definition
AC	alternating current
CR	County Route
DC	direct current
EPC	Engineering, Procurement, and Construction
the Facility	Coeymans Solar Farm
the Facility Area	an approximately 436-acre area in the town of Coeymans, Albany County on which the Coeymans Solar Farm is proposed
FTE	full-time equivalent
Hecate Energy	Hecate Energy Albany 1 LLC and Hecate Energy Albany 2 LLC
MW	megawatt
MWh	megawatt-hour
O&M	operation and maintenance
PV	photovoltaic
United States	US

1.0 FACILITY OVERVIEW AND MAJOR FINDINGS

Hecate Energy Albany 1 LLC and Hecate Energy Albany 2 LLC (collectively Hecate Energy) propose to construct a solar photovoltaic (PV) electric generating facility in the town of Coeymans, Albany County, New York (the Facility). The Facility will have a nameplate capacity of approximately 40 megawatt (MW) (alternating current [AC]) and is expected to generate approximately 73,000 megawatt-hours (MWh) of energy annually. This will be enough electricity to meet the average annual consumption of over 10,000 households, based on average annual electric consumption of 6.9 MWh for New York State.¹ The Facility will require significant capital investment, with Facility construction expected to last for approximately one year. Operation is expected to commence at the conclusion of construction and continue for at least 30 years.

The Facility will be located on approximately 436 acres of private property located in the town of Coeymans, Albany County between United States (US) Route 9W and County Route (CR) 101 (the Facility Area) (Figures 1 and 2). The Facility will consist of solar arrays and associated infrastructure and occupy approximately 50 percent of the total Facility Area. The Facility will use the same type of PV solar modules that are installed on over one million homes in the US. The PV panels for the Facility will be ground-mounted on a low-profile racking system that will be supported by small I-beam posts driven into the ground; resulting in an extremely small ground disturbance footprint associated with the panels. The Facility will have two points of interconnection (POIs) with the electric grid on existing National Grid 115-kilovolt (kV) transmission lines, owned and operated by National Grid, that cross the Facility Area.

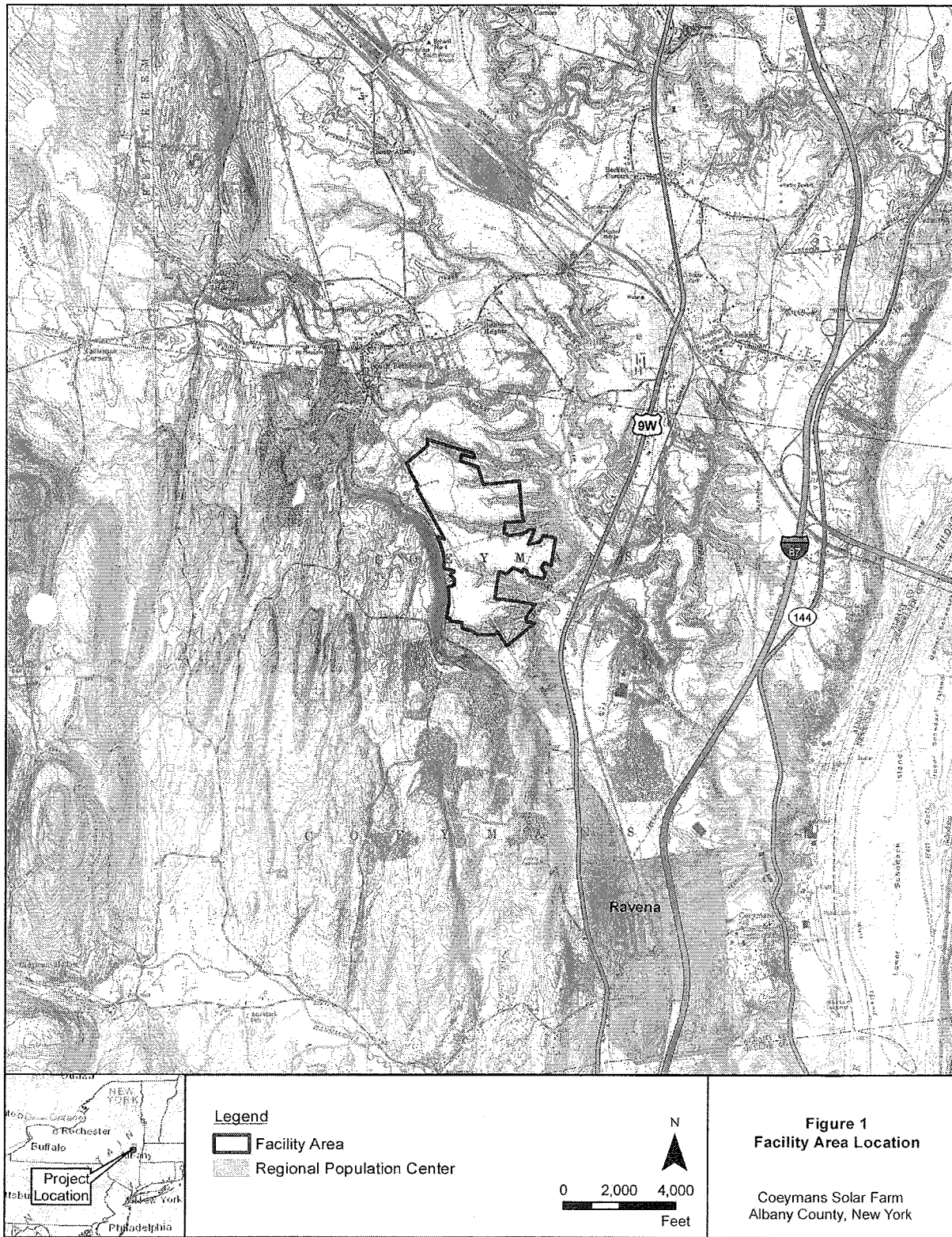
This report prepared on behalf of Hecate Energy assesses the economic impact of the Facility using the IMPLAN economic modeling package. Impacts are assessed separately at the local (Albany County) and state level and presented in terms of employment, income, and economic output. The report also includes a discussion of potential impacts to local operating and infrastructure costs.

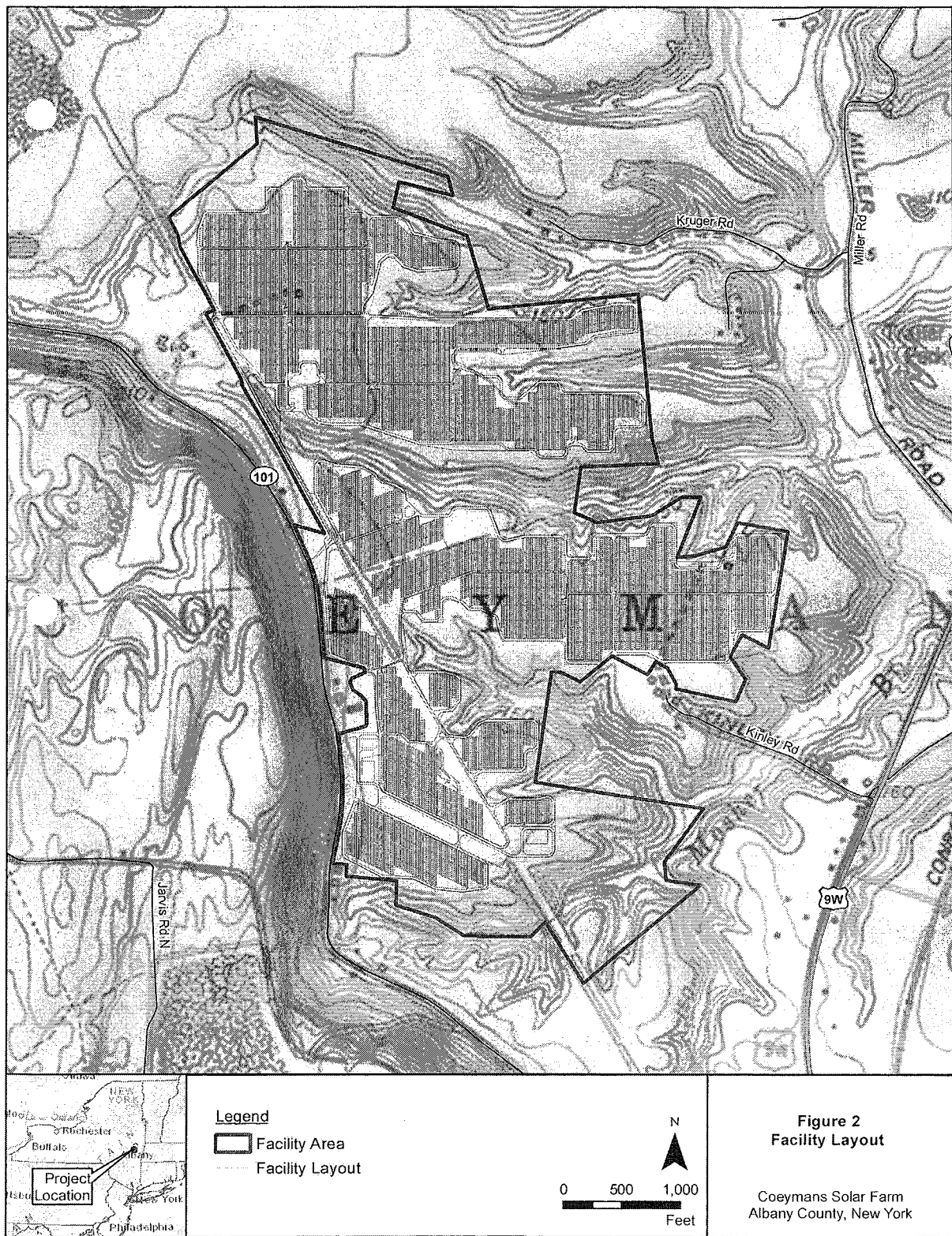
1.1 One-Time Impacts Related to Facility Construction

Economic impacts related to Facility construction are considered one-time impacts because they are limited to the construction period. Facility construction would support temporary employment, income, and economic output in Albany County and elsewhere in New York State.

- Construction of the Facility is expected to involve approximately 96 onsite jobs. An estimated 57 of these jobs would be filled by workers who typically reside in Albany County, with an additional 29 jobs filled by workers from elsewhere in New York State. These jobs include technicians, laborers, foremen, equipment operators, and construction managers.
- Facility construction would also support employment, labor income, and economic output in other sectors of the New York State economy. Indirect impacts would support an estimated 73 jobs in the New York State, with induced impacts expected to support an additional 55 jobs. An estimated 18 indirect jobs and 20 induced jobs would be supported in Albany County.
- Overall, construction of the Facility is expected to support 214 total (direct, indirect, and induced) jobs in the New York State and approximately \$17.9 million in labor income, with total economic output of approximately \$35.0 million. In Albany County, Facility construction would support an estimated 97 total jobs and approximately \$7.7 million in labor income, with total economic output of approximately \$11.6 million.

¹ United States Energy Information Administration. 2019. 2017 Average Monthly Bill – Residential (By State). January 15. Available online at: https://www.eia.gov/electricity/sales_revenue_price/pdf/table5_a.pdf.





1.2 Annual Impacts Related to Facility Operation

Once the construction phase is complete, operation and maintenance (O&M) of the Facility will continue to contribute to the New York State economy over the expected 30-year operating life of the Facility. These annual impacts are expected to occur each year the Facility is operational.

- Facility O&M is expected to support 8 total (direct, indirect, and induced) jobs in New York State and approximately \$510,000 in labor income, with total economic output of approximately \$943,000. In Albany County; Facility O&M would support 7 total jobs and approximately \$389,000 in labor income, with total economic output of approximately \$711,000.

1.3 Summary of Potential Economic Impacts

Tables 1 and 2 provide an overview of the potential economic impacts from Facility O&M expected to occur in New York State and Albany County, respectively.

Table 1. Potential Economic Impacts in New York State

Type of Effect	Employment	Labor Income (\$000s)	Economic Output (\$000s)
Construction			
Direct Effect	86.0	7,437	7,437
Indirect Effect	73.1	6,639	17,323
Induced Effect	55.1	3,826	10,250
Overall Total	214.2	17,902	35,009
O&M			
Direct Effect	2.0	116.3	116.3
Indirect Effect	3.9	264.2	478.3
Induced Effect	1.9	129.8	348.5
Overall Total	7.8	510.3	943.1

Note: The direct effect component consists of expenditures made specifically for the proposed Facility, such as construction labor and materials. Indirect effects, often referred to as "supply-chain" effects, are generated by the expenditures on goods and services by suppliers who provide goods and services to the construction project. Induced effects, sometimes referred to as "consumption-driven" effects are generated by the spending of households associated either directly or indirectly with the Facility.

Table 2. Potential Economic Impacts in Albany County

Type of Effect	Employment	Labor Income (\$000s)	Economic Output (\$000s)
Construction			
Direct Effect	57.3	4,958	4,958
Indirect Effect	17.5	1,557	3,253
Induced Effect	19.8	1,197	3,407
Overall Total	94.6	7,713	11,618
O&M			
Direct Effect	2.0	116.3	116.3
Indirect Effect	4.0	193.3	369.2
Induced Effect	1.3	79.1	225.3
Overall Total	7.3	388.6	710.8

Note: See the footnote to Table 1.

1.4 Local Operating and Infrastructure Costs

Based on the type and size of the Facility, Hecate Energy does not anticipate that Facility construction and operation will result in incremental operating or infrastructure costs for any local authorities or agencies, including school districts, municipal authorities, public service providers or local utilities. To date, coordination with these respective entities has not identified any anticipated incremental operation or infrastructure costs

2.0 STUDY METHODOLOGY

2.1 Economic Impact Analysis

The economic impact of the Facility will occur in two phases: 1) the initial construction phase; and 2) following construction, the O&M phase. This report assesses both phases using the IMPLAN model and software. Impacts are assessed separately at the local and state level, resulting in four separate analyses. Local impacts are assessed using a single county model for Albany County. State impacts are evaluated using a separate state-level model for New York State. These analyses used 2017 IMPLAN data, which is the most recent data available.

Construction and operation of the Facility will generate economic benefits in the local and state economies through direct expenditures for materials and services in the affected states, as well as new payroll income.

2.1.1 Economic Impact Model (IMPLAN)

IMPLAN is a commercially available economic modeling package widely used to assess the economic impacts of energy and many other types of projects. The IMPLAN model divides the economy into 536 sectors including government, households, farms, and various industries, and models the linkages between the various sectors. The linkages are modeled through input-output tables that account for all dollar flows between different sectors of the economy. Using national industry and county-level economic data derived from the US Bureau of Economic Analysis, US Census, and other government sources, IMPLAN models how spending in one sector of the economy is spent and re-spent in other sectors of the economy. By tracing these linkages, the model approximates the flows of initial Facility-related spending through the local economy based on the supply lines connecting the various economic sectors. These linkages vary by sector and also through regional differences in spending and employment patterns. The amount spent locally decreases with each successive transaction away from the initial expenditure due to the effects of savings, taxes, or other activities that happen outside the local economy, known as leakages.

The economic relationships modeled by IMPLAN allow the user to estimate the overall change in the economy that would result from construction and operation of a proposed project. The dollars spent on Facility construction and operation within the selected analysis area are analyzed to determine the total economic impact within that area. The direct investments in Facility construction and operation trigger successive rounds of spending that result in an overall increase in employment, labor income, and economic output in the local economy. Construction-related impacts are assessed as one-time impacts; O&M-related impacts are modeled as annual impacts.

2.1.2 Impact Types

Economic multipliers derived from the model are used to estimate total economic impacts. Total economic impacts consist of three components: direct, indirect, and induced impacts. These three components may be described as follows:

- The *direct* impact component consists of expenditures made specifically for the Facility, such as construction labor and materials. These direct impacts generate economic activity elsewhere in the local economy through the multiplier effect, as initial changes in demand "ripple" through the local economy and generate indirect and induced impacts.
- *Indirect* impacts are generated by the expenditures on goods and services by suppliers who provide goods and services to Facility construction. Indirect effects are often referred to as "supply-chain" impacts because they involve interactions among businesses.
- *Induced* impacts are generated by the spending of households associated either directly or indirectly with the Facility. Workers employed during construction, for example, will use their

income to purchase groceries and other household goods and services. Workers at businesses that supply the facility during construction or operation will do the same. Induced effects are sometimes referred to as "consumption-driven" impacts.

Spending associated with the Facility produces multiplier spending effects for other sectors of the state economy as businesses respond to supply-chain and consumption-driven demands for goods and services.

2.1.3 Impact Measures

Impacts are assessed using the following measures that are reported by the IMPLAN model:

- *Jobs* – measured as the average number of employees engaged in full- or part-time work. For this analysis, model outputs are subsequently adjusted to full-time equivalents (FTEs) using coefficients provided by IMPLAN.²
- *Personal income* (or labor income) – expressed as the sum of employee compensation and proprietary income.
 - Employee compensation (wages) includes workers' wages and salaries, as well as other benefits such as health, disability, and life insurance; retirement payments; and non-cash compensation.
 - Proprietary income (business income) represents the payments received by small-business owners or self-employed workers.
- *Economic output* – the value of goods and services produced, which serves as a broad measure of economic activity.

2.2 Impact Sources

2.2.1 Construction

Construction typically provides a stimulus to the local economy as project-related goods and services are purchased locally and local labor is used. The main source of construction-related impacts would directly result from the construction activity in Albany County and elsewhere in-state. Total construction costs for this analysis were developed by Hecate Energy based on industry standards, similar project experience, and consultation with contractors. The largest share of the overall construction cost consists of the purchase of the solar modules and inverters, which together accounts for more than 40 percent of the total estimated construction cost. For the purposes of this analysis, the solar modules and inverters are assumed to be purchased out-of-state and transported to the Facility Area for installation.

Installation labor costs account for approximately 13 percent of the total construction cost estimate. Based on similar project experience and consultation with contractors, Hecate Energy estimates that Facility construction would provide direct onsite employment for a total of 96 FTE jobs, with technicians accounting for more than half (55 percent) of this total (Table 3). Viewed by quarter, estimated onsite employment would range from 48 workers in the first quarter and peak with 140 onsite workers during the third quarter (Table 3; Figure 3).

² One FTE job equates to one full-time job for one year or 2,080-hour units of labor. Part-time or temporary jobs constitute a fraction of a job. For example, if an engineer works just 3 months on a solar project, that would be considered one-quarter of an FTE job. FTEs are also sometimes referred to as job-years.

Table 3. Estimated Construction Workforce by Quarter

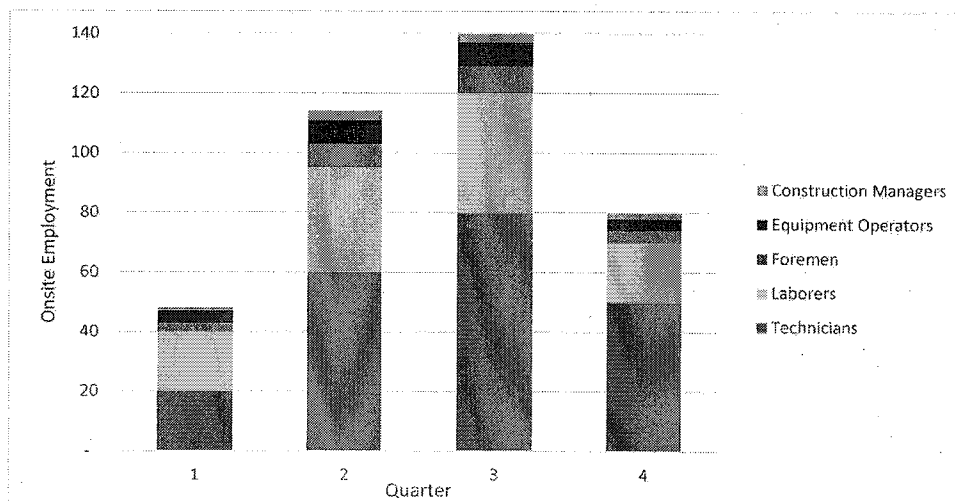
Labor Discipline	Quarter				Total FTE Employment ¹	Peak Employment
	1	2	3	4		
Technicians	20	60	80	50	53	80
Laborers	20	35	40	20	29	40
Foremen	3	8	9	4	6	9
Equipment Operators	4	8	8	4	6	8
Construction Managers	1	3	3	2	2	3
Total	48	114	140	80	96	140

Notes:

FTE = full-time equivalent

¹ One FTE job equates to one full-time job for one year or 2,080-hour units of labor, with part-time or temporary jobs constituting a fraction of a job. Numbers are rounded to the nearest FTE.

Figure 3. Estimated Construction Workforce by Quarter



Workers directly employed onsite during Facility construction include technicians, laborers, foremen, equipment operators, and construction managers. These estimates do not include workers directly employed elsewhere in Albany County or New York State providing Facility-related technical services, such as engineering design and permitting. Additional workers would also be employed to develop the interconnection facilities required to facilitate the transfer of electricity from the Facility.

Hecate Energy anticipates that the majority of the onsite construction workforce would be hired locally to the extent workers are available, with an estimated 60 percent or more of the workforce expected to already reside in Albany County. In addition, Hecate Energy anticipates that an additional 30 percent or more of the workforce would be hired from within New York State; therefore, total in-state hiring is expected to be approximately 90 percent. The shares of the workforce expected to be hired in Albany County and in-state would be equivalent to approximately 57 and 86 FTE jobs, respectively. Non-local workers would mainly be required for supervision and to supplement the local construction workforce.

Other estimated construction expenditures expected to occur locally and in-state include: structural and electrical balance of system materials; construction materials and supplies; equipment rentals; and

construction services. Expenditures related to engineering and surveying, development and licensing, interconnection, and financing costs are also expected to occur locally and in-state.

2.2.2 Operation

Once the construction phase is complete, O&M of the Facility will continue to contribute to the state economy. Hecate Energy anticipates that Facility-related O&M will directly employ the equivalent of 2 FTE workers. In addition, Facility-related O&M expenditures will generate economic benefits in the local and statewide economy. Local operations and maintenance-related expenditures will include: equipment repair and maintenance; landscaping services; vehicle-related expenditures, such as maintenance and fuel costs; and security. Land acquisition and payments to local governments will also generate local economic benefits. Facility-specific operations and maintenance costs developed by Hecate Energy were used for this analysis. Annual economic benefits will occur for the operating life of the Facility.

2.3 Study Limitations

The results presented in this report are indicative, preliminary estimates based on a certain set of assumptions and estimated model inputs. These assumptions and inputs are based on the best data and information available at this stage in the Facility development process. Direct Facility inputs, including workforce estimates and Facility-related expenditures, are preliminary estimates based on Hecate Energy's past project experience and consultation with contractors. Other key modeling inputs include the share of expenditures expected to occur in the analysis area for each model, as well as the share of workers expected to be hired locally. An Engineering, Procurement, and Construction (EPC) contractor has not yet been selected and the estimated local shares could, therefore, vary from those used in this analysis.

This analysis does not assess net jobs, rather it presents total or gross jobs that would be supported by Facility development. Economic impact estimates are gross (as opposed to net) in that they do not account for the fact that workers employed on this Facility could alternatively be employed elsewhere and may turn down other opportunities to work on the Facility. Similarly, jobs supported elsewhere in the economy (i.e., indirect and induced jobs), identified as FTEs, are not necessarily additional jobs. Secondary impacts may support workers in their existing positions, helping them retain their jobs or expand their hours.

3.0 ECONOMIC IMPACTS

3.1 Construction Phase Impacts in the State of New York

Estimated impacts from Facility construction for New York State, summarized in Table 4, are one-time impacts for the 12-month Facility construction period, developed using the IMPLAN model. Job estimates are presented in FTEs, with each identified job representing 12 months (2,080 hours) of employment. Facility construction is estimated to involve approximately 86 onsite FTE jobs that would be filled by in-state workers. Additional onsite positions, which would be filled by out-of-state workers, are not included.

Facility construction would also support employment, labor income, and economic output in other sectors of the state economy, with indirect impacts expected to support 73 jobs in New York State and induced impacts expected to support an additional 55 jobs (Table 4). Overall, Facility construction is expected to support a total of 214 jobs in New York State and approximately \$17.9 million in labor income, with total economic output of approximately \$35.0 million.

Table 4. Construction Phase Impacts in the State of New York

Impact Type/Measure ¹	Employment (Jobs) ²	Labor Income (\$000) ³	Economic Output (\$000) ³
Direct Impacts	86.0	7,437	7,437
Indirect Impacts	73.1	6,639	17,323
Induced Impacts	55.1	3,826	10,250
Total Impacts	214.2	17,902	35,009

Notes:

¹ Estimates are for the entire 12-month construction period.

² Jobs are FTE for a period of one year (2,080 hours). Direct jobs include those directly employed onsite during construction. Onsite positions that may be filled by out-of-state workers are not included.

³ Labor income and economic output are expressed in thousands of dollars in Year 2019 dollars.

3.2 Operation Phase Impacts in the State of New York

Estimated O&M phase impacts for New York State are summarized in Table 5. These estimates are annual impacts based on estimated O&M expenditures for the Facility's 30-year operational life. Hecate Energy has estimated that the equivalent of 2.0 full-time employees would be employed in-state to conduct Facility O&M, with approximately \$116,000 in associated labor income.

O&M of the Facility would also support employment, labor income, and economic output in other sectors of the state economy. Indirect impacts would support and estimated 3.9 jobs, with induced impacts expected to support 1.9 jobs (Table 5). Overall, Facility O&M is expected to support the equivalent of 7.8 FTE jobs statewide and approximately \$510,000 in labor income, with total economic output of approximately \$943,000. These annual impacts are expected to occur each year that the Facility is operational.

Table 5. Annual Economic Impacts Associated with Facility Operation in New York State

Impact Type/Measure ¹	Employment (Jobs) ²	Labor Income (\$000) ³	Economic Output (\$000) ³
Direct Impacts	2.0	116.3	116.3
Indirect Impacts	3.9	264.2	478.3
Induced Impacts	1.9	129.8	348.5
Total Impacts	7.8	510.3	943.1

Notes:

¹ Estimates are based on annual average operation-related expenditures.

² Jobs are full-time equivalent for a period of one year (1 FTE = 2,080 hours).

³ Labor income and economic output are expressed in thousands of dollars in Year 2019 dollars.

3.3 Construction Phase Impacts in Albany County

Estimated construction phase impacts for Albany County are summarized in Table 6. These estimates are one-time impacts for the 12-month construction period developed using the IMPLAN model for Albany County. Facility construction, including transmission system upgrades, is expected to involve approximately 57 onsite FTE jobs that would be filled by local workers. Positions filled by workers from elsewhere in New York and out-of-state are not included in these estimates.

Construction of the Facility would also support employment, labor income, and economic output in other sectors of the local economy. Indirect impacts would support an estimated 18 jobs in Albany County with induced impacts expected to support 20 jobs (Table 6). Overall, construction of the Facility is expected to support 97 total jobs in Albany County and approximately \$7.7 million in labor income, with total economic output of approximately \$11.6 million.

Table 6. Construction Phase Impacts in Albany County

Impact Type/Measure ¹	Employment (Jobs) ²	Labor Income (\$000) ³	Economic Output (\$000) ³
Direct Impacts	57.3	4,958	4,958
Indirect Impacts	17.5	1,557	3,253
Induced Impacts	19.8	1,197	3,407
Total Impacts	94.6	7,713	11,618

Notes:

¹ Estimates are for the entire 12-month construction period.

² Jobs are full-time equivalent for a period of one year (1 FTE = 2,080 hours). Direct jobs include those directly employed onsite during construction.

³ Labor income and economic output are expressed in thousands of dollars in Year 2019 dollars.

3.4 Operation Phase Impacts in Albany County

Estimated operation phase impacts for Albany County are summarized in Table 7. These estimates are annual impacts based on estimated O&M expenditures for a 30-year period of operation. Hecate Energy has estimated that the equivalent of 2.0 full-time employees would be employed in Albany County to operate and maintain the proposed facility, with direct associated labor income of about \$116,000.

Facility O&M would also support employment, labor income, and economic output in other sectors of the county economy. Indirect impacts would support an estimated 4.0 jobs, with induced impacts expected to support 1.3 jobs (Table 7). Overall, Facility O&M is expected to support the equivalent of 7.3 FTE jobs in Albany County and approximately \$389,000 in labor income, with total output of approximately \$711,000. These annual impacts are expected to occur each year that the Facility is operational.

Table 7. Annual Economic Impacts Associated with Facility Operation in Albany County

Impact Type/Measure ¹	Employment (Jobs) ²	Labor Income (\$000) ³	Economic Output (\$000) ³
Direct Impacts	2.0	116.3	116.3
Indirect Impacts	4.0	193.3	369.2
Induced Impacts	1.3	79.1	225.3
Total Impacts	7.3	388.6	710.8

Notes:

¹ Estimates are based on annual average operation-related expenditures.

² Jobs are full-time equivalent (FTE) for a period of one year (1 FTE = 2,080 hours).

³ Labor income and economic output are expressed in thousands of dollars in Year 2019 dollars.

4.0 LOCAL OPERATING AND INFRASTRUCTURE COSTS

The Facility is proposed within the Ravena-Coeymans-Selkirk School District. Construction and operation of the Facility is not expected to result in an increase in school enrollment. The majority of the construction workforce (70 percent) is expected to normally reside within daily commuting distance of the Facility Area. The number of construction workers temporarily relocating to the Facility Area for the duration of their employment is expected to peak at approximately 42 workers during the third quarter of construction. None of these workers are expected to permanently relocate to the area and very few, if any, are expected to be accompanied by family members. Facility O&M is expected to employ the equivalent of about 2 FTE jobs that would be filled by New York State residents. Hecate Energy consulted with the Ravena-Coeymans-Selkirk School District Superintendent who confirmed that the Facility is not expected lead to an increase in the school district's operating and infrastructure costs.

Based on the type and size of the Facility, Hecate Energy does not anticipate that any other incremental operating or infrastructure costs will result from construction or operation of the Facility. Hecate Energy consulted³ with the following entities to confirm that this is the case:

- Town of Coeymans Supervisor
- Town of Coeymans Police Department
- Town of Coeymans Highway Superintendent
- Coeymans Hollow Fire Department

The Facility is not proposed to interconnect to any existing utility (i.e., water, sewer) and, therefore, these respective entities were not consulted. A response was received from the Town of Coeymans Highway Superintendent and the Ravena-Coeymans-Selkirk School District Superintendent, both of whom concluded that no incremental operating or infrastructure costs would result from the Facility. No other responses have been received to date.

³ Hecate Energy initiated consultation by mailing letters to each identified entity on January 29, 2019. Subsequent consultation was made via telephone.

5.0 CONCLUSION

The preceding analysis estimates the economic impacts associated with construction and operation of the Facility at the local (Albany County) and state levels. Impacts were estimated for each geographic area using separate IMPLAN models. The results of this analysis indicate that construction of the Facility would provide direct employment for a substantial number of residents in Albany County and elsewhere in New York State, as well as support economic activity elsewhere in the local and state economies.

Overall, construction of the Facility is expected to support 214 total (direct, indirect, and induced) jobs in New York State and approximately \$17.9 million in labor income, with total economic output of approximately \$35.0 million. In Albany County, Facility construction would support an estimated 95 total jobs and approximately \$7.7 million in labor income, with total economic output of approximately \$11.6 million.

Operation of the Facility is expected to support 8 total (direct, indirect, and induced) jobs in the State of New York and approximately \$510,000 in labor income, with total economic output of approximately \$943,000. In Albany County, Facility operation would support 7 total jobs and approximately \$389,000 in labor income, with total economic output of approximately \$711,000. These are annual estimated impacts that would occur each year the Facility is in operation.

Based on the type and size of the Facility, Hecate Energy does not anticipate that construction and operation of the Facility will result in any incremental operating or infrastructure costs for any local authorities or agencies, including school districts, municipal authorities, public service providers or local utilities. Coordination with these respective entities has not identified any anticipated incremental operation or infrastructure costs.

SCHEDULE E
ANNUAL STATUS REPORT

January __, 20__

Re: New Project Verification

Dear:

The Albany County Industrial Development Agency (the "Agency") is currently providing assistance in connection with your project in the Town of Coeymans, Albany County, New York.

The Agency is required to file an annual report with the New York State Comptroller providing information on its activities, and the activities of projects that are assisted by the Agency. In order for the Agency to compile that report, it is necessary that we obtain information relating to assistance provided and benefits derived from all entities that receive such assistance. Failure by the Agency to file the report information required by New York State could result in the Agency losing its ability to provide future assistance or the entity suffering claw-back provisions and forfeiting benefits previously received. Therefore, it is important that this information be provided in an accurate and timely manner.

Attached please find a questionnaire to be completed and returned to the Agency by _____. If you have any questions regarding the required information, please do not hesitate to call our office.

We appreciate your assistance in this matter. A self-addressed stamped envelope is enclosed for your convenience.

Very truly yours,

Company name and address:

Project Name:

Company contact:

Contact phone number:

(Please-correct any information above)

Financing Information

Has the Agency provided project financing assistance through issuance of a bond or note?

Yes

No

If financing assistance was provided, please provide:

- Original principal balance of bond or note issued _____
- Outstanding principal balance of such bond or note at December 31, 20__ _____
- Principal paid during 20__ _____
- Outstanding principal balance of such bond or note at December 31, 20__ _____

Interest rate on mortgage as of December 31, 20__ _____

Final maturity date of the bond or note _____

Is the Company a not-for-profit? _____

Sales Tax Abatement Information

Did your company receive Sales Tax Abatement on your Project during 20__?

Yes

No

If so, please provide the amount of sales tax savings received for each year _____

(A copy of the ST-340 sales tax report submitted to New York State for the reporting period is required to be attached with this report)

Mortgage Recording Tax Information

Did your company receive Mortgage Tax Abatement on your Project during 20__?

Yes

No

The amount of the mortgage recording tax that was abated during 20__: _____

Job Information

Number of full time equivalent employees ("FTE") existing jobs by category **before Agency status:**

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent Contractors					
Employees of Independent Contractors					

Current number of FTE employees for 20__ by category:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent Contractors					
Employees of Independent Contractors					

Number of FTE jobs **created** during 20__ as a result of the assistance received through the Agency by category:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent Contractors					
Employees of Independent Contractors					

Number of FTE jobs **retained** during 20__ by category:

	Professional	Skilled	Semi-Skilled	Un-Skilled	Total
Full Time					
Part Time					
Seasonal					
Independent Contractors					
Employees of Independent Contractors					

A copy of the NYS 45 form for the project location is required to be submitted with this report. If the NYS 45 form is not available for the specific project location or the form does not accurately reflect the full time jobs created an internal report verifying the total jobs by employment category as outlined above at the location is required with this submission.

Number of FTE construction jobs created during 20__

Number of FTE construction jobs during 20__

Salary and Fringe Benefits

Is the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created described in the Application still complete, true, and accurate: Yes No

If not, please provide the revised amounts using the table below:

RELATED EMPLOYMENT INFORMATION				
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled
Estimated Salary and Fringe Benefit Averages or Ranges				
Estimated Number of Employees Residing in the Capital Region Economic Development Region ¹				

¹ The Capital Region Economic Development Region consists of the following counties: Albany, Schenectady, Rensselaer, Greene, Columbia, Saratoga, Warren and Washington.

Capital Investment Information

20__ Capital Investment	_____
Real Estate	_____
Construction	_____
Machinery and Equipment	_____
Other Taxable Expenses	_____
Other Non-Taxable Expenses	_____
Total Capital Investment	_____

Officer's Certification

I certify that to the best of my knowledge and belief all of the information on this form is correct. I also understand that failure to report completely and accurately may result in enforcement of provisions of the Uniform Agency Project Agreement dated as of December 1, 2022 by and between the Company and Albany County Industrial Development Agency (the "Project Agreement"), including but not limited to the suspension, discontinuance, and potential claw back of financial assistance provided for the project.

Signed: _____
(Authorized Company Representative)

Date: _____

SCHEDULE F

SIGN POSTING REQUIREMENTS

1. The dimensions of the sign shall be determined by the staff of the Agency. However, the maximum size of the sign shall be no more than 4 feet by 8 feet.
2. Graphics contained on the sign shall be prepared by the Company and delivered to the Agency, and shall be subject to the review and comment of the Agency.
3. The sign shall be posted on the site of the Project and shall be visible from the public street adjacent to the site of the Project.
4. The sign shall be posted for a period beginning no later than thirty (30) days following the Closing Date and ending no earlier than ninety (90) days following the Completion Date.
5. The size, graphics, location and period of posting of the sign shall be subject to final review and approval by the staff of the Agency.
6. All costs associated with the preparation and placement of the sign shall be borne by the Company.

SCHEDULE G

COMMUNITY COMMITMENTS

Construction Labor:

A. The Company will diligently use its best efforts to comply with hiring up to 60% of local labor from individuals residing in Albany County.

B. The Company will provide quarterly written reports, in form and substance satisfactory to the Agency, reflecting such efforts, including hiring statistics and local outreach. Such reports will be delivered on the first day of each January, March, July and September during the period beginning on the Closing Date and ending on the Completion Date.