

Solar Project Best Practices and Policies for Tioga County Municipalities

----- PILOT Supplemental Documents

Editable versions of these tools and templates are available from the Tioga County Office of Economic Development & Planning.

Pages 2-3: Sample Output of Solar PILOT Calculation Tool

Pages 4-20: PILOT Agreement Template for multiple jurisdictions

- *Template for single jurisdiction is also available*

Pages 21-33: Host Community Agreement Template for annual payment

- *Template for lump sum, upfront payment is also available*

Prepared by:

MRB | *group*

Solar PILOT Tool

Anywhere, NY
Tioga County, New York

Date 1/1/2022



Sample Project

SAMPLE

PROPOSED PILOT PAYMENT SCHEDULE

Year	Tax on Base Value*	PILOT Payment	Total PILOT Payment
2023	\$0.00	\$35,000.00	\$35,000.00
2024	\$0.00	\$35,700.00	\$35,700.00
2025	\$0.00	\$36,414.00	\$36,414.00
2026	\$0.00	\$37,142.28	\$37,142.28
2027	\$0.00	\$37,885.13	\$37,885.13
2028	\$0.00	\$38,642.83	\$38,642.83
2029	\$0.00	\$39,415.68	\$39,415.68
2030	\$0.00	\$40,204.00	\$40,204.00
2031	\$0.00	\$41,008.08	\$41,008.08
2032	\$0.00	\$41,828.24	\$41,828.24
2033	\$0.00	\$42,664.80	\$42,664.80
2034	\$0.00	\$43,518.10	\$43,518.10
2035	\$0.00	\$44,388.46	\$44,388.46
2036	\$0.00	\$45,276.23	\$45,276.23
2037	\$0.00	\$46,181.76	\$46,181.76

**Tax on Base Value, if included, is estimated based on assumed 2% annual increase in tax rates. Actual annual payments will vary.*

Payments shall be distributed among the Taxing Jurisdictions as follows:

Town	33.40%
County	33.30%
School	33.30%
Village	N/A

Solar PILOT Tool
 Anywhere, NY
 Tioga County, New York

SAMPLE

Sample Project



ESTIMATED PILOT PAYMENT DISBURSEMENT AMOUNTS

Total PILOT		MUNICIPALITY SPLIT				DISBURSEMENT			
Year	Payment	Town	County	School	Village	Town	County	School	Village
2023	\$35,000.00	33.4%	33.3%	33.3%	N/A	\$11,690.00	\$11,655.00	\$11,655.00	N/A
2024	\$35,700.00	33.4%	33.3%	33.3%	N/A	\$11,923.80	\$11,888.10	\$11,888.10	N/A
2025	\$36,414.00	33.4%	33.3%	33.3%	N/A	\$12,162.28	\$12,125.86	\$12,125.86	N/A
2026	\$37,142.28	33.4%	33.3%	33.3%	N/A	\$12,405.52	\$12,368.38	\$12,368.38	N/A
2027	\$37,885.13	33.4%	33.3%	33.3%	N/A	\$12,653.63	\$12,615.75	\$12,615.75	N/A
2028	\$38,642.83	33.4%	33.3%	33.3%	N/A	\$12,906.70	\$12,868.06	\$12,868.06	N/A
2029	\$39,415.68	33.4%	33.3%	33.3%	N/A	\$13,164.84	\$13,125.42	\$13,125.42	N/A
2030	\$40,204.00	33.4%	33.3%	33.3%	N/A	\$13,428.14	\$13,387.93	\$13,387.93	N/A
2031	\$41,008.08	33.4%	33.3%	33.3%	N/A	\$13,696.70	\$13,655.69	\$13,655.69	N/A
2032	\$41,828.24	33.4%	33.3%	33.3%	N/A	\$13,970.63	\$13,928.80	\$13,928.80	N/A
2033	\$42,664.80	33.4%	33.3%	33.3%	N/A	\$14,250.04	\$14,207.38	\$14,207.38	N/A
2034	\$43,518.10	33.4%	33.3%	33.3%	N/A	\$14,535.05	\$14,491.53	\$14,491.53	N/A
2035	\$44,388.46	33.4%	33.3%	33.3%	N/A	\$14,825.75	\$14,781.36	\$14,781.36	N/A
2036	\$45,276.23	33.4%	33.3%	33.3%	N/A	\$15,122.26	\$15,076.99	\$15,076.99	N/A
2037	\$46,181.76	33.4%	33.3%	33.3%	N/A	\$15,424.71	\$15,378.52	\$15,378.52	N/A
TOTAL						\$202,160.04	\$201,554.77	\$201,554.77	N/A

This tool is intended to provide estimates only. Actual PILOT amounts and distributions should be calculated annually.

PAYMENT IN LIEU OF TAX AGREEMENT

FOR SOLAR ENERGY SYSTEMS

among

[Village], New York

[Town/City], New York

[County], New York

[School District]

and

[Solar Provider]

and

[Property Owners]

Dated as of _____, 2022

RELATING TO THE PREMISES LOCATED AT [Property Address]

PARCEL # [] IN THE **[Village/Town/City]**, NEW YORK.

PAYMENT IN LIEU OF TAXES AGREEMENT

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

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (“Agreement”), effective as of the date on the cover page, above, by and between **[Solar Provider]**, a New York limited liability company, (“Owner”), with a principal place of business located at _____, as lessor of property owned by **[Property Owner]** (“Initial Landowner”), with a mailing address of _____; the **[Village]**, New York, (the "Village"), a municipal corporation duly established with a principal place of business at _____; the **[Town/City]**, New York, (the "[Town/City]"), a municipal corporation duly established with a principal place of business at _____; the **[County]**, New York, (the “County”), a municipal corporation duly established with a principal place of business at _____; and the **[School District]**, (the "School District"), a school district duly established with a principal place of business at _____.

The Village, **[Town/City]**, County, and School District are herein collectively referred to as the “Taxing Jurisdictions.” Owner, Initial Landowner and Taxing Jurisdictions may be collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the **[Village/Town/City]** that it plans to build and operate a "**[Type #]** Solar Energy System" as defined in the Zoning Ordinance of the **[Village/Town/City]** with an expected nameplate capacity ("Capacity") of **[Size]** Megawatts AC, as measured at the inverter (herein the "Project") on a parcel of land located within the **[Village/Town/City]** at **[Property Address]** and identified as Tax Identifier Map Parcel **#[Tax Map ID]** (herein the "Property"); and

WHEREAS, Owner has received Site Plan and Special Use Permit approval to construct the Project from the **[Village/Town/City]** Planning Board, such approval conditioned upon Owner entering into a satisfactory Payment In Lieu Of Tax Agreement with the **[Village/Town/City]**; and

WHEREAS, **none of the Taxing Jurisdictions have opted out of RPTL Section 487**; and

WHEREAS, pursuant to RPTL 487 (9)(a), the Taxing Jurisdictions have indicated their intent to require a Payment in Lieu of Taxes ("PILOT") Agreement with Owner, under which Owner (or any successor owner of the Project) will be required to make payments in lieu of taxes to the Taxing

Jurisdictions in accordance with the terms of this Agreement; and

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

WHEREAS, the Parties intend that, for a period of fifteen (15) years from the time Form RP §487 is filed, the assessed value of the Property will remain on the taxable portion of the assessment roll, with the value of the exemption with respect to the Project, computed pursuant to subdivision two of section 487 of the Real Property Tax Law and placed in a separate tax-exempt column of such tax rolls whereby Owner will be exempt from any statutory real property taxes (not to include special district taxes or charges) for which it might otherwise be subjected under New York law with respect to the Project (but not the real property upon which the Project is located).

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

1. **Representations of the Parties.**

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

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

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

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

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

(b) Initial Landowner hereby represents, warrants, and covenants that, as of the date of this Agreement:

i. Initial Landowner is duly seized of and in possession of the Property and owns the same in his individual capacity and has the authority and capacity to conduct enter into the obligations as proposed in this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

ii. Initial Landowner is aware of no circumstances that might frustrate or prevent any provisions of this Agreement from applying to the Property and there are no interest, liens or other encumbrances on or affecting the Property (other than the lease agreement made with Owner) that would prevent or superseded the obligations set forth in this Agreement. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Initial Landowner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against Initial Landowner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on Initial Landowner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

iii. This Agreement constitutes the Initial Landowner's legal, valid, and binding obligation enforceable against it in accordance with the terms herein.

(c) The Taxing Jurisdictions hereby represent, warrant, and covenant that, as of the date of this Agreement:

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

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

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

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

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

(a) It is the intent of the Parties that, pursuant to RPTL 487, the Project shall be identified as exempt upon the assessment rolls of the Taxing Jurisdictions. A Real Property Tax Exemption Form (RP 487) has or will, within one hundred twenty (120) days from commencement of actual construction of the Project (not including land preparation), be filed by Owner with the Assessor for purposes of the Project being eligible for exemption from real property taxation pursuant to RPTL 487 (4).

(b) Owner agrees to make annual payments to the Taxing Jurisdictions in lieu of real property taxes for the Project for a period of fifteen (15) consecutive fiscal tax years, such payments being described in paragraph (d) below. It is acknowledged and agreed by Owner that the annual payments required herein do not exceed the amounts that would otherwise be payable but for the RPTL 487 exemption. Owner, for itself and any successor in title to the Project, irrevocably waives any right to claim otherwise and shall be estopped from asserting that the payments due hereunder exceed the amounts that would otherwise be payable but for the RPTL 487 exemption.

(c) Such 15-year period shall begin on the first applicable tax year of the Taxing Jurisdictions following the taxable status date (March 1 of such year) for which a Real Property Tax Exemption Form (RP-487) is filed with the Assessor (the "Commencement Date"), and shall end the fifteenth fiscal year following the fiscal year the exemption first became effective. The Parties agree that the RP-487 shall be filed within one hundred twenty (120) days from commencement of actual construction of the Project (not including land preparation).

(d) The first annual payment in lieu of taxes shall be in the amount of \$ _____ USD, which represents \$ _____ USD per Megawatt AC of Capacity (the "Annual Payment"). Thereafter Annual Payments will escalate by ____ percent (___%) per year (the "escalator"). Based on the Capacity of ____ Megawatts AC, Annual Payments to be made by Owner during the term of this Agreement shall be as listed in Exhibit A. Each Annual Payment will be paid to the Taxing Jurisdictions in accordance with Section 5 of this Agreement.

(e) Owner agrees that the payment provided for in paragraph 2. (d) will not

be reduced on account of a depreciation factor or reduction in the Taxing Jurisdictions' tax rates, or for any other reason once this Agreement has been fully executed, nor shall any portion of such amount, once paid, be refunded or credited to Owner for any reason. The Taxing Jurisdictions agree that the Annual Payment will not be increased on account of an inflation factor beyond the escalator or increase in the Taxing Jurisdictions' tax rates, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.

3. **Change in Capacity at Mechanical Completion: Adjustments to Payments.**

To the extent that the Capacity of the Project is more than the ___ Megawatts AC on the date when the Project is mechanically complete and Owner has commenced production of electricity ("Completion Date"), the Annual Payment provided for in paragraph 2. (d) will be increased (or if already paid, supplemented) at the rate of \$_____ USD per Megawatt AC, or pro rata at such rate for any fractional portion thereof. If the Capacity of the Project is less than ___ Megawatts AC on the date when the Project is mechanically complete and Owner has commenced production of electricity, the Annual Payment will not be modified or adjusted downward.

4. **Change in Capacity After Mechanical Completion: Adjustments to Payments.**

If after the Completion Date, but during the Term of this Agreement, the Capacity is increased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or property (not including real property) or the addition of new Project equipment or property (not including real property), the next Annual Payment (and all future Annual Payments thereafter) provided for in paragraph 2. (d) will be increased at the rate of \$_____ per Megawatt AC, or pro rata at such rate for any fractional portion thereof. Such additional payment shall be deemed a condition precedent to any permit being issued for changes as contemplated in this paragraph. Owner (or its successor in title to the Project) shall be required to promptly provide the Taxing Jurisdictions with written notice that the Capacity has increased and when and to what extent such Capacity has increased. If after the Completion Date the Project is modified in any way that results in the Capacity of the Project to be less than ___ Megawatts AC, future Annual Payments will not be modified or adjusted downward.

5. **Payment Collection.**

The [Village/Town/City] will annually, on or before December 1st, issue an invoice for the Payment In Lieu of Tax to the Owner at:

[SOLAR COMPANY]

Any failure of the [Village/Town/City] to issue such an invoice shall not relieve Owner of its obligation to make timely payment pursuant to this Agreement.

Full payment of the annual Payment In Lieu of Tax shall be made to the order of the [Village/Town/City] at:

[Village/Town/City]

[Office/Department]

[Address]

Full payment of the annual Payment In Lieu of Tax shall be made to the [Village/Town/City] no later than February 15th of each year. Any late payment shall accrue interest at the statutory rate under New York Law. Owner shall pay all reasonable attorney fees, court and other costs incurred by the [Village/Town/City] in the collection of any unpaid amounts. Failure to pay in full as set forth herein shall cause all permits and approvals to be revoked and stop-work orders to be issued and the [Village/Town/City] shall have all other remedies available to it for purposes of enforcing this Agreement. All payments by Owner hereunder shall be paid in lawful money of the United States of America.

The [Village/Town/City] shall be responsible for proportionately distributing the Annual Payment to the Taxing Jurisdictions pursuant to the distribution outlined in Exhibit A of this Agreement.

6. **Tax Status.** The Taxing Jurisdictions agree that during the Term of this Agreement, the Taxing Jurisdictions will not assess Owner for any real property taxes with respect to the Project (but not the real property upon which the Project is located) to which Owner (or the underlying fee owner of the parcel) might otherwise be subject under New York law, and the Taxing Jurisdictions agree that this Agreement will exclusively govern the payments of all such taxes during the Term, provided, however, that this Agreement is not intended to affect, and will not during the Term preclude the Taxing Jurisdictions from assessing any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdictions to the Project. As part of the consideration for this Agreement, Owner, for itself and on behalf of all successors in title and/or assigns, hereby waives and relinquishes any right it has to challenge the real property tax assessment of the Project for any tax year during the Term of this Agreement.

7. **Initial Landowner As A Party To This Agreement.** Initial Landowner is a party to this Agreement, as the obligations contained herein relate to the Property upon which the Project is to be constructed and Initial Landowner agrees:

(a) In the event that Owner or its successor in title fails to comply with the obligation to make all required payments as anticipated pursuant to this Agreement for any reason not the fault of the Taxing Jurisdictions, Initial Landowner or his successor, heirs and/or assigns shall be responsible for all obligations and payments as otherwise required herein. It is the specific intention of the parties that all obligations hereunder shall attach to the Property and that such obligations will bind future owners of the Property to the extent as set forth in this section.

(b) In the event that Initial Landowner or its successor, heirs and/or assigns fails to make all payments as required by section 7. (a) above (which is intended to only be required if

Owner or its successor in title fails to comply with the obligation to make such Payments In Lieu Of Taxes as required by section 2. (d) above), the Taxing Jurisdictions may at their exclusive option elect to either:

- i. Add or append such unpaid amounts to the real property tax bill for the Property upon which the Project is located; and/or
- ii. Declare Owner (or its successor in title) and Initial Landowner (or its successor, heirs and/or assigns) to be in default of this Agreement and to terminate this Agreement, thereby placing the Project on the tax rolls at full assessable value, in which event the taxes resulting from such full assessable value shall become a lien on the Property upon which the Project is located. In such an event, any unpaid Annual Payments or other costs, expenses or fees due hereunder prior to the termination of this Agreement shall be added or appended to the real property tax bill for the Property upon which the Project is located.

(c) This Agreement shall be recorded at the Office of the _____ County Clerk at the expense of Owner and shall be indexed against the Property upon which the Project is to be built.

8. **No Assignments Without Prior Notice; Binding Effect.**

(a) This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdictions; such consent may be withheld at the sole discretion of the Taxing Jurisdictions, unless all Annual Payments set forth in paragraph 2. (b) are current at the time of the request, in which case such consent may not be unreasonably withheld, conditioned or delayed, if the Assignee has agreed in writing to accept all obligations of the Owner under this Agreement. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdictions, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the reasonable satisfaction of the Taxing Jurisdictions, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A Notice of Assignment of this Agreement may be recorded by Owner (at its own cost) and the Taxing Jurisdictions shall cooperate in the execution of required Assignments with the Owner and its successors. Owner may, with advance written notice to the Taxing Jurisdictions and subject to the consent provisions above, assign this Agreement to a wholly owned subsidiary or affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project. If the Taxing Jurisdictions deny Owner's request to assign, Initial Landowner shall be relieved of any and all payment or lien obligations under this Agreement.

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

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

10. **Additional Documentation and Actions.** Subject to applicable laws and regulations, each Party will, from time-to-time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as any other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement.

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

If to Owner:

[Solar Company]
[Office/Department]
[Address]

Copy to:

If to Initial Landowner:

[Property Owner(s)]
[Address]

Copy to:

If to Village:

[Village]

[Office/Department]

[Address]

Copy to:

[Municipal Legal Practice's Name]

Attn: [Attorney's Name]

[Address]

If to [Town/City]:

[Town/City]

[Office/Department]

[Address]

Copy to:

[Municipal Legal Practice's Name]

Attn: [Attorney's Name]

[Address]

If to [County]:

[County]

[Office/Department]

[Address]

Copy to:

[Municipal Legal Practice's Name]

Attn: [Attorney's Name]

[Address]

If to [School District]:

[School District]

[Office/Department]

[Address]

Copy to:

[Municipal Legal Practice's Name]

Attn: [Attorney's Name]

[Address]

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

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

13. **Termination Rights of the Owner.** Owner may terminate this Agreement at any time by providing written notice to the Taxing Jurisdictions ("Notice of Termination"). Upon receipt of the Notice of Termination, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of the Taxing Jurisdictions. Owner shall be liable for all Annual Payments due in the year of termination. If Owner elects to terminate this Agreement pursuant to this provision, Owner shall not under any circumstances be entitled to any refund or credit associated with any Annual Payment made pursuant to paragraph 2. (d) above.

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

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

(b) Owner has filed or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent during the term of this Agreement and while Owner or its successor in title has a remaining obligation to make Annual Payments as provided for in paragraph 2. (d) above.

15. **Remedies; Waiver.**

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

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

16. **Contingent Upon Host Community Agreement.** The Parties agree that this Agreement and the provisions made herein are contingent upon [Village/Town/City] and Owner contemporaneously executing a Host Community Agreement in the form attached hereto as Exhibit B.

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

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

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

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

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

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

[SOLAR COMPANY]

By: _____
Name: _____
Title: _____

[VILLAGE]

By: _____
Name: [Mayor/Supervisor Name]
Title: [Job Title]

[TOWN/CITY]

By: _____
Name: [Mayor/Supervisor Name]
Title: [Job Title]

[COUNTY]

By: _____
Name: [Mayor/Supervisor Name]
Title: [Job Title]

[SCHOOL DISTRICT]

By: _____
Name: [Superintendent/Board President]
Title: [Job Title]

[PROPERTY OWNER(S)]

By: _____
Name: [Name]

By: _____
Name: [Name]

[SOLAR COMPANY]

STATE OF _____)

COUNTY OF _____) SS:

On the ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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 signatures on the instrument, the individual or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public

[VILLAGE]

STATE OF NEW YORK)

COUNTY OF _____) SS:

On the ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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 signatures on the instrument, the individual or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public

[TOWN/CITY]

STATE OF NEW YORK)

COUNTY OF _____) SS:

On the ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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 signatures on the instrument, the individual or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public

[COUNTY]

STATE OF NEW YORK)

COUNTY OF _____) SS:

On the ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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 signatures on the instrument, the individual or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public

[SCHOOL DISTRICT]

STATE OF NEW YORK)

COUNTY OF _____) SS:

On the ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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 signatures on the instrument, the individual or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public

[PROPERTY OWNER(S)]

STATE OF _____)

COUNTY OF _____) SS:

On the ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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 signatures on the instrument, the individual or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public

Exhibit A: PILOT Schedule and Distribution to Taxing Jurisdictions

Exhibit B: Host Community Agreement

ANNUAL
HOST COMMUNITY AGREEMENT
FOR SOLAR ENERGY SYSTEM

between the

[Village/Town/City], New York

and

[Solar Provider]

and

[Property Owners]

Dated as of _____, 2022

RELATING TO THE PREMISES LOCATED AT [Property Address]

PARCEL # [] [Village/Town/City]

ANNUAL HOST COMMUNITY AGREEMENT

FOR SOLAR ENERGY SYSTEM

THIS ANNUAL PAYMENT HOST COMMUNITY AGREEMENT FOR SOLAR ENERGY SYSTEM ("Agreement"), effective as of the date on the cover page, above, is by and between [Solar Company], a New York limited liability company, ("Owner"), with a principal place of business located at _____, as lessor of property owned by [Property Owner] ("Initial Landowner"), with a mailing address of _____, and the [Village/Town/City], New York, (the "Village/Town/City"), a municipal corporation duly established with a principal place of business at _____.

Owner, Initial Landowner and the [Village/Town/City] are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the [Village/Town/City] that it plans to build and operate a " [Type #] Solar Energy System" as defined in the Zoning Ordinance of the [Village/Town/City] with an expected nameplate capacity ("Capacity") of [Size] Megawatts AC, as measured at the inverter (herein the "Project") on a parcel of land located within the [Property Address] and identified as Tax Identifier Map Parcel [TMID] (herein the "Property"); and

WHEREAS, Owner has received Site Plan and Special Use Permit approval to construct the Project from the [Village/Town/City] Planning Board, such approval conditioned upon Owner entering into a satisfactory Host Community Agreement with the [Village/Town/City]; and

WHEREAS, Owner and [Village/Town/City] have negotiated with each other to determine the parameters of such Host Community Agreement and the respective rights and obligations of the Parties and it is the collective desire of the Parties to memorialize those rights and obligations in this Agreement, including but not limited to the obligation of Owner (or any successor owner of the Project) to make an annual Community Benefit Payment (as defined in paragraph 2. (b) to [Village/Town/City] in accordance with the terms of this Agreement; and

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

1. **Representations of the Parties.**

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

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

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

iii. Neither the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of Owner's Certificate of Formation or Articles of Organization, bylaws or other organizational documents or of any restriction or any agreement or instrument to which Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdictions or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

(b) Initial Landowner hereby represents, warrants, and covenants that, as of the date of this Agreement:

i. Initial Landowner is duly seized of and in possession of the Property and owns the same in their individual capacities and has the authority and capacity to conduct enter into the obligations as proposed in this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

ii. Initial Landowner is aware of no circumstances that might frustrate or prevent any provisions of this Agreement from applying to the Property and there are no interest, liens or other encumbrances on or affecting the Property (other than the lease

agreement made with Owner) that would prevent or superseded the obligations set forth in this Agreement. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Initial Landowner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against Initial Landowner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on Initial Landowner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

iii. This Agreement constitutes the Initial Landowner's legal, valid, and binding obligation enforceable against it in accordance with the terms herein.

(c) The [Village/Town/City] hereby represents, warrants, and covenants that, as of the date of this Agreement:

i. The [Village/Town/City] is duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

ii. All necessary action has been taken to authorize the [Village/Town/City] execution, delivery, and performance of this Agreement, and this Agreement constitutes the [Village/Town/City] legal, valid, and binding obligation, enforceable against it in accordance with its terms.

iii. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the [Village/Town/City] except such as have been duly or will be obtained or made.

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

2. **Annual Community Benefit Payment.**

(a) The Parties acknowledge that the siting of large-scale [Type #] Solar Energy Systems within the [Village/Town/City] results in a long-term conversion of land that would otherwise be mainly used for **agricultural purposes**. The Parties further

acknowledge that the [Village/Town/City] and its residents identify themselves as being a community that is primarily rural residential and agriculturally based in its use of lands and local resources. Accordingly, the siting of the Project within the [Village/Town/City] is recognized by the Parties to be in sharp contrast to historical uses of land within the community and the Parties acknowledge and agree that a monetary payment to the [Village/Town/City] in the form of an annual Community Benefit Payment will serve to offset some of the impact associated with the Project being sited within the [Village/Town/City].

(b) Owner agrees to make annual payments to the [Village/Town/City] for a period of fifteen (15) consecutive years. The first annual payment shall be in the amount of \$_____USD, which represents \$_____USD per Megawatt AC of Capacity (the "Annual Payment"). Thereafter Annual Payments will escalate by ___ percent (___%) per year. Based on the Capacity of ___ Megawatts AC, Annual Payments to be made by Owner during the term of this Agreement shall be as listed in Exhibit A. Each Annual Payment will be paid to the [Village/Town/City] as outlined in section 6 of this agreement, said payments being Community Benefit Payments related to the Project. The Parties hereby acknowledge and agree that the Community Benefit Payments referenced above do not constitute a Payment In Lieu of Taxes as the same is contemplated in New York Real Property Tax Law 487, and Owner (for itself and on behalf of any successor in title to the Project) hereby irrevocably waives the ability to make any claim that the Community Benefit Payments relate in any way to a real property tax obligation or a payment in lieu of real property taxes and shall hereafter be estopped from making such a claim.

(c) Owner agrees that the Annual Payment provided for in paragraph 2. (b) will not be reduced on account of a reduction in size of the actual output of the Project, or for any other reason once this Agreement has been fully executed, nor shall any portion of such amount, once paid, be refunded or credited to Owner for any reason. The [Village/Town/City] agrees that the Annual Payment will not be increased for any reason, so long as the Project is not increased in size such that the output exceeds [Size] Megawatts AC, as measured at the inverter.

(d) It is understood and agreed by the Parties that should Owner (or its successor in title to the Project) elect not to construct the Project prior to issuance of a building permit and acknowledge the same in writing to the [Village/Town/City], permanently surrender all permits granted and consent in writing to the vacating of all approvals granted by the [Village/Town/City] Planning Board, this Agreement and the obligation to make the Annual Payments provided for in paragraph 2. (b) shall be vacated and become of no effect at law.

3. **Term of Agreement.** The Term of this Agreement shall be for a period of fifteen (15) years which shall begin on the date upon which this Agreement is fully executed by all Parties.

4. **Change in Capacity at Mechanical Completion: Adjustments to Payments.**

To the extent that the Capacity of the Project is more than the [Size] Megawatts AC on the date when the Project is mechanically complete and Owner (or its successor in title to the Project) has commenced production of electricity, the Annual Payment will be increased (or if already paid, supplemented) at the rate of \$____.00 USD per Megawatts AC, or pro rata at such rate for any fractional portion thereof. Owner (or its successor in title to the Project) shall be required to promptly provide the [Village/Town/City] with written notice that the Capacity has increased and to what extent such Capacity has increased.

5. **Change in Capacity After Mechanical Completion: Adjustments to Payments.** If after the Completion Date, but during the Term of this Agreement, the Capacity is increased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or property (not including real property) or the addition of new Project equipment or property (not including real property), the next Annual Payment (and all future Annual Payments thereafter) provided for in paragraph 2. (d) will be increased at the rate of \$_____ per Megawatts AC, or pro rata at such rate for any fractional portion thereof. Such additional payment shall be deemed a condition precedent to any permit being issued for changes as contemplated in this paragraph. Owner (or its successor in title to the Project) shall be required to promptly provide the [Village/Town/City] with written notice that the Capacity has increased and when and to what extent such Capacity has increased. If after the Completion Date the Project is modified in any way that results in the Capacity of the Project to be less than __ Megawatts AC, future Annual Payments will not be modified or adjusted downward.

6. **Payment Collection.**

The [Village/Town/City] will annually, on or before **December 1st**, issue an invoice for the Annual Payment to the Owner at:

[SOLAR COMPANY]

Any failure of the [Village/Town/City] to issue such an invoice shall not relieve Owner of its obligation to make timely payment pursuant to this Agreement.

Full payment of the Annual Payment shall be made to the order of the [Village/Town/City] at:

Village/Town/City of

[Village/Town/City]

[Office/Department]

[Address]

Full payment of the Annual Payment shall be made to the [Village/Town/City] no later than **February 15th** of each year. Any late payment shall accrue interest at the statutory rate under New York Law. Owner shall pay all reasonable attorney fees, court and other costs incurred by the [Village/Town/City] in the collection of any unpaid amounts. Failure to pay in full as set forth herein shall cause all permits and approvals to be revoked and stop-work orders to be issued and the [Village/Town/City] shall have all other remedies available to it for purposes of enforcing this Agreement. All payments by Owner hereunder shall be paid in lawful money of the United States of America.

7. **Initial Landowner As A Party To This Agreement.** Initial Landowner is a party to this Agreement, as the obligations contained herein relate to the Property upon which the Project is to be constructed and Initial Landowner agrees:

(a) In the event that Owner or its successor in title fails to comply with the obligation to make all required payments as anticipated pursuant to this Agreement for any reason not the fault of the [Village/Town/City], Initial Landowner or its successor, heirs and/or assigns shall be responsible for all such payment obligations. It is the specific intention of the Parties and Initial Landowner that the obligations set forth in this paragraph 7. shall attach to the Property and that such obligations will bind Initial Landowner and future owners of the Property to the extent as set forth in this section.

(b) In the event that Initial Landowner or its successor, heirs and/or assigns fails to make the additional or supplemental payments as required by section 7. (a) above, the [Village/Town/City] may at its exclusive option elect to either:

- i. Add or append such unpaid amounts to the real property tax bill for the Property upon which the Project is located, such amounts to include any attorney fees, costs or expenses associated with attempting to collect such funds or related to enforcement of this Agreement; and/or
- ii. Declare Owner (or its successor in title) and Initial Landowner (or its successor, heirs and/or assigns) to be in default of this Agreement and to revoke all permits and approvals relating to the Project.

(c) This Agreement shall be recorded at the Office of the [County] County Clerk at the expense of Owner and shall be indexed against the Property upon which the Project is to be built.

8. **No Assignments Without Prior Notice; Binding Effect.**

(a) This Agreement may not be assigned by Owner without the prior written consent of the [Village/Town/City]; such consent may be withheld at the sole discretion of the [Village/Town/City], all Annual Payments set forth in paragraph 2. (b) are current at the time of the request, in which case such consent may not be unreasonably withheld, conditioned or delayed, if the Assignee has agreed in writing to accept all obligations of Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the [Village/Town/City], Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the reasonable satisfaction of the [Village/Town/City], cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A Notice of Assignment of this Agreement may be recorded by Owner (at its own cost) and the [Village/Town/City] shall cooperate in the execution of required Assignments with Owner and its successors. Owner may, with advance written notice to the [Village/Town/City] and subject to the consent provisions above, assign this Agreement to a wholly owned subsidiary or affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project. If the [Village/Town/City] denies Owner's request to assign, Initial Landowner shall be relieved of any and all payment or lien obligations under this Agreement.

(b) **Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the [Village/Town/City], Owner, Initial Landowner (to the extent of its obligations hereunder) and their respective successors and assigns.

9. **Statement of Good Faith.** The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the potential impact that the Project may have on the character of the community in which it is to be sited.

10. **Additional Documentation and Actions.** Subject to applicable laws and regulations, each Party will, from time-to-time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement.

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

If to Owner:

[Solar Company]

Copy to:

If to Initial Landowner:

[Property Owner(s)]
[Address]
[Village/Town/City]

Copy to:

If to Town:

[Village/Town/City]
[Office/Department]
[Address]
[Village/Town/City]

Copy to:

[Municipal Legal Practice's name]
Attn: [Attorney's Name]
[Address]
[Village/Town/City]

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

be effective as notice from such Party.

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

13. **Remedies; Waiver.**

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

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

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

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

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

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

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

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

[SOLAR COMPANY]

By: _____

Name: _____

Title: _____

[VILLAGE/TOWN/CITY]

By: _____

Name: [Mayor/Supervisor Name]

Title: [Job Title]

[PROPERTY OWNER(S)]

STATE OF _____)
COUNTY OF _____) SS:

On the ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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 signatures on the instrument, the individual or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public
My Commission Expires:

STATE OF NEW YORK)
COUNTY OF _____) SS:

On the ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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 signatures on the instrument, the individual or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public
My Commission Expires:

STATE OF NEW YORK)
COUNTY OF _____) SS:

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Notary Public
My Commission Expires:

STATE OF NEW YORK)
COUNTY OF _____) SS:

On the ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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 she executed the same in her capacity, and that by her signatures on the instrument, the individual or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public
My Commission Expires:

Exhibit A: