

Host Community Agreement

between the

TOWN OF LANSING

and

NY LANSING II, LLC

RELATING TO THE PREMISES LOCATED ON NORTH  
TRIPHAMMER ROAD (TAX MAP # 44.-1-3.3) IN THE  
TOWN OF LANSING, NEW YORK.

## HOST COMMUNITY AGREEMENT

This **HOST COMMUNITY AGREEMENT**, is made effective this 1<sup>st</sup> day of June, 2025 (this “**Agreement**”) by and between NY LANSING II, LLC, a limited liability company having offices at P.O. Box 384, Callicoon, NY 12723 (the “**Company**”), and the Town of Lansing, (the “**Town**”) a municipal corporation duly organized and existing under the laws of the State of New York and having its office at 29 Auburn Road, Lansing, New York 14882. The Company and the Town may sometimes be referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**”.

**WHEREAS**, Company has developed a solar energy generating project (herein the “**Project**”) in the Town on North Triphammer Road (Tax Map # 44.-1-3.3) (the “**Property**”); and

**WHEREAS**, in connection with the Project, the Company wishes to support the Town’s efforts by providing support to its residents that is not available from tax dollars, and the Company further desires to pay the Host Community Payment (as defined below) as resources to help and assist the Town in respect of the cost of current and future mitigation of environmental and other impacts that will arise, and in the future may arise, in connection with the Company’s activities on the Property; and

**WHEREAS**, the Parties believe that their mutual interests will be served by the execution of this Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### ARTICLE I

#### DEFINITIONS

The terms of this Agreement shall have the meanings ascribed to them herein, for all purposes of this Agreement, unless the context clearly indicates some other meaning. Words in singular shall include the plural and words in the plural shall include the singular where the context so requires.

“**Agreement**” means this Host Community Agreement and any and all exhibits or schedules attached hereto.

“**Project**” shall mean the solar energy system owned by the Company in the Town.

“**State**” means the State of New York.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

#### SECTION 2.1 TOWN REPRESENTATIONS AND WARRANTIES.

The Town represents, warrants, and agrees as follows:

a. Existence and Good Standing. The Town is a validly existing political subdivisions of the State of New York.

b. Approval and Authorization. The Town has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Town has duly authorized the execution and delivery of this Agreement and the Town's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the Town, enforceable in accordance with its terms. A copy of the Town's resolution approving this Agreement and authorizing its execution is attached hereto as Exhibit "A".

c. The Town's share of the payment under this Agreement shall constitute the community benefit fund (the "**Fund**"), where the Town has the sole and absolute discretion to determine the appropriate use of the moneys from the Fund.

#### SECTION 2.2 COMPANY REPRESENTATIONS AND WARRANTIES.

The Company represents, warrants, and agrees as follows:

a. Existence and Good Standing. The Company is, and will continue to be throughout the term hereof, validly existing as a limited liability company authorized to do business within the State of New York.

b. Approval, Authorization and Enforcement. The Company has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Company is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein.

c. Signatory. The Company represents and warrants that its signatory, whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the Company.

d. All Statements True. No statement, information, representation or warranty of the Company contained in this Agreement or furnished by or on behalf of the Company in connection with the transactions contemplated contains any untrue statements of a material fact or omits to state a material fact necessary in order to make a statement contained herein not misleading.

e. The Company acknowledges and agrees that nothing herein, and no money in the Fund or potential existing or future need for mitigation of any impacts arising from

the Company's activities, or arising in connection with the Project or the Property, are required to be used for or in relation to the Project or the Property, for matters or costs of mitigation that are required to be addressed in whole or in any part by the Town or the Company.

f. No payment of any money or performance of any acts under or in connection with this Agreement was made as consideration or in exchange for approvals required under any applicable statute, rule or regulation, and any such payment in no manner or respect waive, estop, curtail, limit, or prevent, in each case, any enforcement actions or proceedings by the Town of any such applicable statute, rule or regulation. This Agreement is independent of any other agreements, obligations, approvals, conditions and matters as now or may hereafter affect the Project or the Property.

### ARTICLE III

#### TERM

##### SECTION 3.1 EFFECTIVE DATE.

This Agreement will become effective (the "**Effective Date**") upon the execution by the Company and the Town.

##### SECTION 3.2 TERM.

The term of this Agreement will commence on the Effective Date and will terminate upon decommissioning of the Project.

### ARTICLE IV

#### HOST COMMUNITY PAYMENT

##### SECTION 4.1 HOST COMMUNITY PAYMENT

###### a. Lump Sum Payment.

1. **Payment Rate.** The Company shall make payment to the Town in the total amount of \$35,000 per MW AC of the Project's nameplate capacity (the "**Host Community Payment**") in accordance with the payment schedule set forth below.

2. **Due Date.** One half of the Host Community Payment shall be due and payable no later than ten (10) business days after commencement of Project construction, which shall be defined as the receipt of a building permit from the Town pursuant to a written request by the Company and physical modifications to the Property by the Company in furtherance thereof. The second half of the Host Community Payment shall be due no later than ten (10) business days following

commercial operation of the Project, which shall be defined as the date the Project is ready to generate and sell power, having been connected to the utility grid.

#### SECTION 4.2 LATE PAYMENT.

If the Host Community Payment is not paid as of the date due it shall be deemed late without any requirement of notice from the Town, except for any notice requirements set forth in Section 6.1 below. Late fees shall be assessed at a rate of two percent (2%) for the first month or a portion of a month due, and one percent (1%) for each subsequent month or a portion of a month on the original amount outstanding, until the Host Community Payment is paid.

#### SECTION 4.3 NO OFFSET.

No payment due under this Agreement shall be offset against any other fee, payment, tax, or payment in-lieu-of-taxes due under any other agreement, even in the event that any federal, state, county or local law is enacted which would otherwise allow the Company to reduce or otherwise discontinue such payments. Company further waives, and agrees it is hereby and forever estopped from raising, any objections, claims, or defenses respecting this Agreement or payments due from Company to Town hereunder related to constitutional claims or any claim that payment or performance under this Agreement is an impact fee, an improper exaction, or a taking of any type.

### ARTICLE V

SECTION 5.1 PURPOSES. The preambles to this Agreement are a material part of this Agreement, and the Parties acknowledge and agree that: (i) the payments made hereunder are intended to provide revenue to the Town to partially mitigate the additional burdens being placed on the Town as a result of the Project; (ii) such funds shall be utilized at the sole and absolute discretion of the Town, including, but not limited to, as a source of funding for prospective costs and expenses associated with and related to anticipated municipal services and infrastructural and other community impacts arising, or in the future potentially arising, from or in relation to the Project, *inter alia*, due to the Project's presence within the Town; and (iii) the payments shall be deemed a donation to the Town, voluntarily paid, or a business expense of the Company as permitted under applicable statutes, rules, or regulations.

### ARTICLE VI

#### BREACH AND REMEDIES

#### SECTION 6.1 NOTICE OF BREACH.

In any case where either Party breaches this Agreement, the non-breaching Party shall provide written notice to the breaching Party within ten (10) days of such breach ("**Notice of Breach**"). Each monetary Notice of Breach given by the Town to the Company or any

Mortgagee will state the amounts, to the extent known, of any payments herein provided that are then claimed to be in Default.

#### **SECTION 6.2 COMPANY RIGHT TO CURE.**

The Company shall have the right to cure any breach and must cure such breach within thirty (30) days of its receipt of a Notice of Breach, in which event the Town shall give the Company an additional sixty (60) days to cure provided the Company has commenced a cure and proceeded diligently to affect such cure.

#### **SECTION 6.3 REMEDIES CUMULATIVE.**

No remedy herein conferred upon or reserved to the Town is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any breach shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

### **ARTICLE VII**

#### **SEVERABILITY**

##### **SECTION 7.1 SEVERABILITY.**

If any clause, provision, section or article of this Agreement, or a portion thereof, is held invalid, inoperative or unenforceable by any court or regulatory authority of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by applicable law.

##### **SECTION 7.2 REFORMATION.**

Notwithstanding the foregoing, if any clause, provision, section or article of this Agreement, or a portion thereof, is held invalid, inoperative or unenforceable by any court or regulatory authority of competent jurisdiction, the Parties shall:

- a. Promptly meet and negotiate a substitute for such clause, provision, section or article, which will to the greatest extent legally permissible, effect the original intent of the Parties therein.
- b. Negotiate such changes in, substitutions for, or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with Article 4 hereof to effect the original intent of the Parties in the clause, provision, section or article declared invalid.

## **ARTICLE VIII**

### **NOTICES**

#### **SECTION 8.1 NOTICES.**

All notices, demands, requests, consents, or other communications provided for or permitted to be given pursuant to this Agreement shall be in writing and shall be mailed, communicated by electronic mail, or delivered to the Parties at the respective address set forth below:

If to the Company:

NY Lansing II, LLC  
Manager  
P.O. Box 384  
Callicoon, NY 12723

If to the Town:

Town of Lansing  
c/o Town Supervisor  
29 Auburn Road  
Lansing, New York 14882

All such notices, demands, requests, consents, or other communications shall be deemed to have been duly given when transmitted by electronic copy or personally delivered or, in the case of a mailed notice, upon receipt, in each case addressed as aforesaid. Each of the Parties may from time to time change its address for notices by providing notice of such change to the other Parties given in accordance with this Section.

## **ARTICLE IX MISCELLANEOUS**

#### **SECTION 9.1 NO WAIVER.**

The failure of any Party to insist on the strict performance of any term or provision hereof will not be deemed a waiver of the right to insist on strict performance of any other term or provision, nor will it be deemed a waiver of any subsequent breach. Unless specifically stated, the selection of any specific remedy hereunder or under the Local Law by either Party shall not be deemed an election of remedies limiting either Party's right to seek any other remedy otherwise allowed by this Agreement or the Local Law.

## SECTION 9.2 APPLICABLE LAW AND VENUE.

This Agreement will be governed by the laws of the State of New York. Venue for any dispute arising under this Agreement and not settled by mediation shall be solely in the New York State Supreme Court for Tompkins County.

## SECTION 9.3 NO RECOURSE.

All obligations of the Parties contained in this Agreement shall be deemed to be the corporate obligations of the respective Parties and not obligations of any member, officer, director, official, agent, servant, employee, or affiliate of the Parties. No recourse upon any obligation contained in this Agreement, or otherwise based on or in respect of this Agreement, shall be had against any past, present, or future member, officer, director, official, agent, servant, employee, or affiliate of the Parties.

## SECTION 9.4 ENTIRE AGREEMENT.

Unless supplemented or otherwise amended in writing by the Town and the Company in accordance with the laws of the State, this Agreement constitutes the Parties' entire agreement with respect to the subject set forth herein, and no other agreements, written or unwritten, implied or express, will be deemed effective as respects this specific subject matter.

## SECTION 9.5 AMENDMENT.

No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in a writing that specifically references this Agreement and that is duly executed by the Parties. Any administrative or compliance agreement or terms that are required to be in this Agreement, such as OFAC, IDA, and EEOC compliance, shall be deemed incorporated herein by reference whenever such terms do not alter the essential terms of this Agreement and whenever so required, and the Parties agree that the absence of any such requirements was inadvertent, that the absence of any required clause shall not invalidate this Agreement, and that they will forthwith, and in good faith, amend this Agreement to add any such requirements when required by law.

## SECTION 9.6 BINDING EFFECT.

This Agreement shall inure to the benefit of and shall be binding upon each of the Parties and, as permitted by this Agreement, their respective successors and permitted assigns.

## SECTION 9.7 HEADINGS.

The headings of sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the construction hereof.



#### SECTION 9.8 ASSIGNMENT BY TOWN.

Except in the context of financing or securitizing revenues from the Project under this Agreement, the Town may not transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the Company and any such transfer or assignment shall be null and void and of no force and effect. The Company shall cooperate with the Town from time to time, including, without limitation, by entering into a consent and assignment or other agreements with the Town and the financing parties involved with any such financing or securitization in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by the involved financing parties.

#### SECTION 9.9 ASSIGNMENT BY COMPANY.

The Company may, without the consent of the Town: (a) assign this Agreement to any (x) purchaser or successor in and to the Project, (y) affiliate or subsidiary of the Company that is controlled by, controlling or under common control with the Company, or (z) persons or entities providing financing for the Project (“**Lender**”, and such purchaser, affiliate, and Lender are collectively defined as a “**Successor**”), provided such Successor assumes and agrees to be bound by this Agreement by executing and submitting to the Town a notice of assignment and assumption of this Agreement at least thirty days prior to any assignment (which assignment and assumption agreement shall acknowledge and affirm such payments as being and remaining the indefeasible property of the Town), and (b) pledge, encumber, hypothecate, mortgage, grant a security interest in and collaterally assign this Agreement to any to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation whether or not such obligation is related to any indebtedness (a “**Lender's Lien**”). A Lender shall have the absolute right to: (a) assign its Lender’s Lien; (b) take possession of and operate the Property or any portion thereof solely in accordance with the Company’s rights under this Agreement and perform any obligations to be performed by Company or a Successor hereunder; or (c) exercise any rights of Company hereunder. The Town shall cooperate with the Company, its affiliates, any Successor from time to time, including, without limitation, by entering into a consent and assignment or other agreements with such Successor and the Company in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by such Successor, including execution of a consent to the assignment of this Agreement. In the event this Agreement is assigned to a Successor, the Company shall have no further obligations hereunder, except for any obligations outstanding on the date of the transfer, but only if the Successor has in writing confirmed its acceptance of its obligations and Successor is not in breach of its obligations under this Agreement. Nothing herein shall limit in any way the right of the owners of the Company to sell or otherwise transfer (including by merger or consolidation with any other entity) all or a portion of their ownership interests in the Company.

SECTION 9.10 COUNTERPARTS.

This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date and year above written.

**TOWN OF LANSING**

\_\_\_\_\_  
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NY LANSING II, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit “A”**

**Town Approving Resolution**