

**TOWN OF LANSING NEW YORK  
COMMERCIAL PROJECT DEVELOPER'S AGREEMENT**

**THIS AGREEMENT** (the "Agreement") is made this 22nd day of January 2025, between NY Lansing I LLC & NY Lansing II LLC (also known as Delaware River Solar), and their successors, heirs, and assigns (the "Developer") and the Town of Lansing, New York (the "Town").

**RECITALS:**

**WHEREAS**, the Developer has proposed the development of two solar energy facilities on lands located at Tax Parcel Numbers 44.-1-1.2 and 44.-1-3.3, such systems and improvements to be owned and operated by the Developer (the "Project"), and the Town, in order to review the Project and examine the Project's impacts and requirements, including stormwater, environmental, site planning, subdivision, zoning, and various other review criteria as are set forth in the Town Code, such as but not limited to Chapters 270 and 225 therein (herein, the "Code"); and

**WHEREAS**, the Developer desires to facilitate project reviews, including, but not limited to, initial evaluations in relation to site plan review elements, permit reviews, New York State Environmental Quality Review Act ("SEQRA") reviews, and other reviews of the Project by the Town Board, the Planning Board, the Zoning Board of Appeals, and the Town's engineers, attorneys, and other consultants now existing or hereafter to be hired or retained; and

**WHEREAS**, in connection with these reviews and the Project, there are and will be expenses incurred by the Town, such as but not limited to site plan review expenses, inspections, review of building permit applications, stormwater reviews, and certain SEQRA review expenses, some or all of which will require that the Developer obtain approvals, findings, determinations, conditions, permits, or review findings or related clearances to be able to proceed with the Project (the "Approvals"); and

**WHEREAS**, the Developer acknowledges and agrees that any expense, liability, risk, or loss assumed, undertaken or incurred by the Developer under, pursuant to, or in connection with this Agreement is at the Developer's sole and own risk as: (i) the Town, by authorizing and executing this Agreement, makes no direct or implied representations or promises as to the feasibility or approval of the Project, conditioned or otherwise; and (ii) the Developer acknowledges and agrees that any expenses undertaken or incurred by Developer before Project approval for Project materials or for Developer-hired services are at the Developer's sole and own risk.

**NOW, THEREFORE**, in consideration of the foregoing recitals and facts, all of which shall be deemed a material part of this Agreement, and upon the exchange of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Developer and the Town, the Developer and the Town agree as follows:

1. The Developer shall comply with the requirements set forth under the Code and any conditions of review or approval set forth by the Town or any of its boards or commissions, including in and any permits or approvals, including any conditions or requirements therein.
2. Any and all reviews and expenses of review incurred by the Town and its engineer and attorneys that are specific to the Project and not of a general nature or character (such as, but not limited to Stormwater reviews, certain SEQRA reviews, certain accelerated review expenses, and expenses of drafting certain conditions and laws, and certain other incurred review expenses such as, but not limited to, publication, posting, and mailing expenses (all severally and together, the "Review Costs"), shall be undertaken, conducted and incurred by the Town when appropriate based upon either the request of the Developer or the Town's reasonable determination that the Project requires such action, expense, or review in order to advance towards or obtain Approvals.

3. The Developer shall initially deposit the sum of Two Thousand Five Hundred Dollars (\$2,500.00) with the Town to pay for anticipated Review Costs (the "Deposit") and the Town may use such funds to pay Review Costs. The Town shall hold said funds in a non-interest bearing account (the "Escrow Account") and shall apply such funds only as permitted under this Agreement. Upon consumption or depletion of any Deposit below the sum of Five Hundred Dollars (\$500.00), the Developer shall replenish the Escrow Account to bring its unencumbered balance to \$2,500.00 within 15 business days of the delivery of a notice from the Town.

4. At the time of final Project Approvals, or in the event of delivery of written notice by Developer indicating that the Developer is abandoning the Project and surrendering all rights, permits and Approvals related to the Project development, the Town will return to the Developer the remaining funds in the Escrow Account not used to pay any outstanding Review Costs associated with the Project. Upon the reasonable request of the Developer, including at the time of any Project Approvals (preliminary or final) or abandonment, the Town will provide Developer with an accounting of all Review Costs. However, no such request for an accounting shall defer or delay any payment of Review Costs or the payment of any additional funds needed to replenish the Escrow Account.

5. The obligations and liabilities set forth in or required by this Agreement shall be binding upon the Developer, its successors, heirs and assigns. This Agreement is and shall be and remain enforceable at law in the Town Court, or at law or in equity in such other court with appropriate jurisdiction. In the event the Town is required to bring suit to collect any Deposit or Review Costs and is the prevailing party as determined by the applicable court or tribunal, the Town shall also cover its reasonable attorneys' and experts' fees and expenses incurred in connection therewith, together with any related court costs and expenses, all in an amount as determined by such court or tribunal.

6. The Developer acknowledges and agrees that Developer is not an agent of the Town for any purpose, and may not speak for, represent, or bind the Town to any agreement or promise proposed or published in favor of any third party.

7. The Developer shall indemnify and hold the Town harmless, to the fullest extent permitted by law from and against all claims, expenses, losses, liabilities, damages, judgments, suits, and legal proceedings, and any and all costs and expenses arising in connection therewith, including attorneys' and experts' fees (all severally and collectively, "Claims"), arising out of or in any manner connected with this Agreement and the Project, including third party Claims.

8. If any provision of this Agreement is held or adjudged invalid or unenforceable by a court or other tribunal of competent jurisdiction, then: (i) such provision shall severed from this Agreement and such severance shall not affect the validity or operation of any other provision and the balance hereof shall survive; and (ii) such holding or determination shall be confined in its operation to the provision(s) and parties directly involved in the controversy in which such holding judgment shall have been rendered, and shall not apply to other parties, facts, or circumstances.

9. Except as otherwise provided for under the Code, this Agreement constitutes the entire understanding of the parties in respect of this Agreement. No waiver by either party of any requirement of this Agreement or any default hereunder shall be deemed a waiver of any prior or subsequent requirement or default of the same or other provisions or obligations of this Agreement. In the event that there is a conflict between the terms of this Agreement and the Code or the laws of New York, the Code and the laws of new York shall govern the respective rights and obligations of the Developer and the Town.

10. Notwithstanding anything to the contrary contained in this Agreement, Developer hereby acknowledges and agrees that it may not assign its rights and obligations under this Agreement to any other person or entity without the prior written consent of the Town.

**IN WITNESS WHEREOF**, the Developer and the Town have each executed this Agreement to signify agreement with the terms hereof.

The Town of Lansing New York

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

Developer \_\_\_\_\_

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