

## **HOST COMMUNITY AGREEMENT FOR SOLAR ENERGY SYSTEM**

THIS AGREEMENT FOR A HOST COMMUNITY AGREEMENT (the “Agreement”), effective as of June 9th, 2022, is by and between Military Solar, LLC (the “Owner”), with a principal place of business located at 101 Summer Street (2<sup>nd</sup> Floor), Boston, MA 02110 and the TOWN OF HENDERSON, a municipal corporation duly established with a principal place of business located at 12105 Town Bard Road, Henderson, NY 13650 (the “Town”, and collectively with the Owner, the “Parties”).

### **RECITALS**

WHEREAS, the Owner has submitted an application to build and operate a “Solar Energy System” as defined in the Town of Henderson Zoning Law (the “Project”) with an expected combined nameplate capacity (the “Capacity”) of approximately Five Megawatts AC on portions of such parcel of land located within the Town of Henderson on the north side of Military Road and currently identified as SBL #105.00-1-7.53, (the “Property”); and

WHEREAS, the Town has indicated its intent to require a Host Community Agreement with the Owner, under which the Owner (or any successor Owner of the Project) will be make a one-time contribution to the Town during the term 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. **Incorporation of Recitals.** All of the foregoing recital paragraphs set forth above in this Agreement are herein incorporated by reference as if set forth at length.
2. **Host Community Payments.** The Owner or it’s assignees commit to certain efforts that will support the operation of the Town as it relates to the Project, during the term of this Agreement, as follows.
  - a. Purpose. The payments made under this Agreement shall be used to benefit the public in a manner to be determined by the Town Board.
  - b. Donation: For the purposes stated herein the Owner will make a one-time payment of Fifty Thousand and 00/100dollars (\$50,000.00).
  - c. Due Date of Payment: The entire amount of the donation, Fifty Thousand and 00/100dollars (\$50,000.00), shall be paid prior to the Town of Henderson issuing a building permit for the Project.
3. **Binding Effect.** This Agreement shall be binding upon the parties and their successors and assigns.
4. **Notice.** Any notice contemplated under this Agreement shall be deemed to have been given if the same shall be provided, in writing, to the other party, and shall be delivered personally, deposited in the United States Mail by registered or certified mail, return receipt requested,

postage prepaid, or sent by any nationally recognized delivery service and addressed as set forth below:

**If to the Town:**

Supervisor Town of Henderson  
12105 Town Barn Road  
Henderson, NY 13650

**If to the Owner:**

Military Solar, LLC  
101 Summer Street (2<sup>nd</sup> Floor)  
Boston, MA 02110

5. **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..
6. **Effect of Agreement.** None of the parties to this Agreement shall use this Agreement or the terms hereof as an admission against another party during or subsequent to the term hereof, except in a legal proceeding seeking to enforce this Agreement or asserting breach thereof.
7. **Governing Law.** This Agreement will be made and interpreted in accordance with the laws of the State of New York. Both Parties each consent to the jurisdiction of the New York Courts in and for the 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.
8. **Counterparts.** This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.
9. **Miscellaneous.** The parties do not intend to create and nothing contained in this Agreement shall be construed as creating, a joint venture arrangement, or partnership between Town. Nothing in this Agreement expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation, or legal entity, other than the parties any rights, remedies, or other benefits under or by reason of this Agreement.

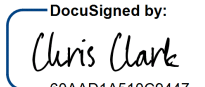
**[Remainder of page intentionally left blank]**

*Signature page to Host Community Agreement for Solar Energy System  
Military Solar LLC & Town of Henderson*

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.

**MILITARY SOLAR, LLC**

**TOWN OF HENDERSON**

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

SVP