

No. 4603 21 02

Application To

**STEUBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY/  
STEUBEN AREA ECONOMIC DEVELOPMENT CORPORATION  
For  
FINANCIAL ASSISTANCE\*\***

**Section I: Applicant Information**

Please answer all questions. Use "None" or "Not Applicable" where necessary.

**A) Applicant Information-company receiving benefit:**

Applicant Name: Eight Point Wind, LLC

Applicant Address: 700 Universe Blvd., Juno Beach, FL 33408

Phone: 561-694-4738 Fax: \_\_\_\_\_

Website: www.eightpointwind.com E-mail: kris.scornavacca@nee.com

Federal ID#: \_\_\_\_\_ NAICS: 221115

Will a Real Estate Holding Company be utilized to own the Project property/facility?  Yes or  No

What is the name of the Real Estate Holding Company: \_\_\_\_\_

Federal ID#: \_\_\_\_\_

**B) Authorized Signatory:**

Name: Anthony Pedroni

Title: Vice President

Address: 700 Universe Blvd., Juno Beach, FL 33408 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: Anthony.pedroni@nexteraenergyresources.com

**C) Corporate Contact (if different from individual completing application):**

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**D) Company Counsel:**

Name of Attorney: Yvonne Yegge  
Firm Name: Internal: NextEra Energy  
Address: 700 Universe Blvd., Juno Beach, FL 33408  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**E) Identify the assistance being requested of the Agency (select all that apply):**

- 1. Exemption from Sales Tax  Yes or  No
- 2. Exemption from Mortgage Tax  Yes or  No
- 3. Exemption from Real Property Tax  Yes or  No
- 4. Tax Exempt Financing \*  Yes or  No

(typically for not-for-profits & small qualified manufacturers)

**F) Business Organization (check appropriate category):**

Corporation  Partnership   
Public Corporation  Joint Venture   
Sole Proprietorship  Limited Liability Company   
Other (please specify) \_\_\_\_\_  
Year Established: 2016  
State in which Organization is established: Delaware

**G) List all stockholders, members, or partners with % of ownership greater than 20%:**

<u>Name</u>	<u>% of ownership</u>
<u>ESI Energy, LLC</u>	<u>100%</u>
_____	_____
_____	_____

**H) Applicant Business Description:**

Describe in detail company background, products, customers, goods and services. Description is critical in determining eligibility: Eight Point Wind, LLC (Eight Point) is a renewable electric generation facility to be located on land leased or owned in the Towns of Greenwood, West Union, Hartsville, and Hornellsville, Steuben County, NY. Eight Point will produce up to 101.8MW of electric generation utilizing 25 wind turbine generators connected to the New York Independent System Operator (NYISO) via a new approximately 16.5-mile transmission line interconnected to the NYISO at the New York State Electric & Gas (NYSEG) Bennett substation in Hornellsville, NY. Eight Point is an indirect wholly owned subsidiary of NextEra Energy Resources, LLC (NEER), which is itself an indirect wholly owned subsidiary of NextEra Energy, Inc. (NextEra). NextEra is a leading clean energy company with approximately 14,300 employees in 32 states and Canada, as well as approximately 46,000 megawatts of generating capacity, as of year-end

2020. Headquartered in Juno Beach, Florida. A Fortune 200 company and included in the S&P 100 index, NextEra has been recognized often by third parties for its efforts in sustainability, corporate responsibility, ethics and compliance, and diversity, and has been ranked No. 1 in the electric and gas utilities industry in Fortune's list of "World's Most Admired Companies." NEER is one of the largest wholesale generators of electric power in the U.S., serving customers in 32 states and Canada. NEER produces the majority of its electricity from clean and renewable sources, including wind and solar. The sites are remotely monitored 24/7 by our Fleet Performance Diagnostics Center located in Juno Beach, Florida, which provides real-time feedback of turbine health, and which allows remote resetting of turbines optimizing performance.

Estimated % of sales within County/City/Town/Village: \_\_\_\_\_

Estimated % of sales outside County/City/Town/Village. but within New York State: \_\_\_\_\_

Estimated % of sales outside New York State but within the U.S.: \_\_\_\_\_

Estimated % of sales outside the U.S. \_\_\_\_\_

(\*Percentage to equal 100%)

D) What percentage of your total annual supplies, raw materials and vendor services are purchased from firms in County/City/Town Village. A minimum of \$28,760,940 will accrue to New York State to develop, construct, and operate the project through the first 3 years of operation. A portion of this amount will accrue to Steuben County for the procurement of equipment, services, and labor.

## Section II: Project Description & Details

### A) Project Location:

Municipality or Municipalities of current operations: Greenwood and West Union (turbines). Hartsville and Hornellsville (transmission line).

Provide the property address of the Proposed Project: TBD

**Will the Project result in the abandonment of one or more plants or facilities of the Project occupant located within the state?**

Yes or  No

If Yes, explain how, notwithstanding the aforementioned closing or activity reduction, the Agency's Financial Assistance is required to prevent the Project from relocating out of the State, or is reasonably necessary to preserve the Project occupant's competitive position in its respective industry: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What are the current real estate taxes on the proposed Project Site? N/A

If amount of current taxes is not available, provide assessed value for each:

Land: \$ \_\_\_\_\_

Buildings(s): \$ \_\_\_\_\_

Are Real Property Taxes current?  Yes or  No. If no, please explain: The project has not commenced operations.

Town/City/Village: Greenwood and West Union (turbines), Hartsville and Hornellsville (transmission line)

School District: Whitesville, Greenwood West Union

Does the Applicant or any related entity currently hold fee title to the Project site?  Yes or  No

If No, indicate name of present owner of the Project Site: The project will be located on land leased or purchased from private property owners

Does Applicant or related entity have an option/contract to purchase the Project site?  Yes or  No

Describe the present use of the proposed Project site: Please see the following table based on data

extracted from our Article 10 certificate that was granted in 2019, and data provided in our recently submitted amendment request.

Land Use Type	No. of Turbines		Access Roads (acres)		Collection Circuits (miles)	
	Certified Project	Modified Project	Certified Project	Modified Project	Certified Project	Modified Project
Agricultural Land	18	18	13.3	12.8	16.6	14.27
Vacant Land	13	10	11.6	9.46	13.0	13.21
Residential Land	4	3	3.3	2.76	4.2	2.69
<b>Total</b>	<b>35</b>	<b>31</b>	<b>28.2</b>	<b>25.0</b>	<b>33.8</b>	<b>30.17</b>

**Please provide narrative of project and the purpose of the project (new build, renovations, and/or equipment purchases). Identify specific uses occurring within the project. Describe any and all tenants and any/all end users: (This information is critical in determining project eligibility):** Eight Point Wind, LLC (Eight Point) is a renewable electric generation facility to be located on land leased or owned in the Towns of Greenwood, West Union, Hartsville, and Hornellsville, Steuben County, NY. Eight Point will produce up to 101.8MW of electric generation utilizing 25 wind turbine generators connected to the New York Independent System Operator (NYISO) via an approximate new 16.5-mile transmission line interconnected to the NYISO at the New York State Electric & Gas (NYSEG) Bennett substation in Hornellsville, NY. The project will be located on land leased and/or purchased from private property owners.

**Describe the reasons why the Agency's Financial Assistance is necessary, and the effect the Project will have on the Applicant's business or operations. Focus on competitiveness issues, project shortfalls, etc... Your eligibility determination will be based in part on your answer (attach additional pages if necessary):** Entering into a PILOT agreement with the Steuben County IDA will provide certainty related to the project's expected property tax expenses. This certainty is a necessary component related to our efforts to successfully finance the project with a third party. Failure to enter into a PILOT arrangement with the Steuben County IDA would add considerable doubt into our ability to complete a successful financing. It should be noted that financing arrangements for renewable energy projects are predicated on stable and predictable cash flows. Entering a PILOT with the Steuben County IDA would be a significant component of successfully financing the project and allowing it to be constructed and commence operations as planned.

**Please confirm by checking the box, below, if there is likelihood that the Project would not be undertaken but for the Financial Assistance provided by the Agency?**

Yes  No

If the Project could be undertaken without Financial Assistance provided by the Agency, then provide a statement in the space provided below indicating why the Project should be undertaken by the Agency: \_\_\_\_\_

If the Applicant is unable to obtain Financial Assistance for the Project, what will be the impact on the Applicant and County/City/Town/Village? Failure to enter into a PILOT arrangement with the Steuben County IDA would add considerable doubt to our ability to complete a successful financing. Entering into a PILOT with the Steuben County IDA would be a significant component of successfully financing the project and allowing it to be constructed and commence operations as planned. If the project cannot move forward as planned, the Towns of Greenwood and West Union would not receive the benefits from previously executed Host Community agreements, as well as their allocation of the PILOT. Additionally, if the project does not move forward as planned, a significant number of new jobs to be created during the construction and operational phases of the project will not occur.

B) Will Project include leasing any equipment  Yes or  No

If Yes, please describe: The project General contractor may work with sub-contractors or lease equipment for various needs during the construction of the project. Additionally, ongoing maintenance of the project during operations may require utilization of leased equipment including but not limited to vegetative maintenance, snow removal, or activities requiring crane or utility bucket trucks.

C) Site Characteristics:

Describe the present zoning/land use: The project will be located on land leased or purchased from private landowners.

Will the Project meet zoning/land use requirements at the proposed location?  Yes or  No

If not, please describe required zoning/land use: The project will adhere to all local laws and ordinances, unless they preclude the project from being constructed or operated, and the New York State Board on Electric Generation and Siting or Public Service Commission has specifically provided a waiver for as part of the Article 10 or Article VII Certificate Conditions.

If a change in zoning/land use is required, please provide details/status of any request for change of zoning/land use requirements: N/A

Is the proposed project located on a site where the known or potential presence of contaminants is complicating the development/use of the property? If yes, please explain: No

D) Provide any additional site information or details that may be applicable to the proposed project:

E) Select Project Type for all end users at project site (you may check more than one):

Industrial	<input type="checkbox"/>	Back Office	<input type="checkbox"/>
Acquisition of Existing Facility	<input type="checkbox"/>	Retail	<input type="checkbox"/>
Housing	<input type="checkbox"/>	Mixed Use	<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>

Equipment Purchase  
Multi-Tenant  
Commercial

Facility for Aging  
Civic Facility (not for profit)  
Other: Renewable Energy

Will customers personally visit the Project site for either of the following economic activities? If yes with respect to either economic activity indicated below, complete the Retail Questionnaire contained in Section III of the Application.

Retail Sales:  Yes or  No

Services\*:  Yes or  No

\*For purposes of this question, the term "retail sales" means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personally visit the Project.

**F) Project Information:**

**Estimated costs in connection with Project:**

1. Land and/or Building Acquisition: \$ \_\_\_\_\_  
\_\_\_\_\_ acres \_\_\_\_\_ square feet
2. New Building Construction: \_\_\_\_\_ square feet \$ \_\_\_\_\_
3. New Building Addition(s): \_\_\_\_\_ square feet \$ \_\_\_\_\_
4. Reconstruction/Renovation: \_\_\_\_\_ square feet \$ \_\_\_\_\_
5. Infrastructure Work: \$ \_\_\_\_\_
6. Manufacturing Equipment: \$ \_\_\_\_\_
7. Non-Manufacturing Equipment (furniture, fixtures, etc.): \$ \_\_\_\_\_
8. Soft Costs: (professional services, etc.): \$ \_\_\_\_\_
9. Other, Specify: \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL Capital Costs: \$ 210,000,000

**Project refinancing: estimated amount**

**(for refinancing of existing debt only)** \$ \_\_\_\_\_

**Sources of Funds for Project Costs:**

1. Bank Financing: \$ \_\_\_\_\_
2. Equity (excluding equity that is attributed to grants/tax credits): \$ 210,000,000\*
3. Tax Exempt Bond Issuance (if applicable): \$ \_\_\_\_\_
4. Taxable Bond Issuance (if applicable): \$ \_\_\_\_\_

5. Public Sources (Include sum total of all state and federal grants and tax credits): \$ \_\_\_\_\_

Identify each state and federal grant/credit:

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Total Sources of Funds for Project Costs: \$ 210,000,000\*

\*The project will be developed and constructed using NextEra funds, and will be financed subsequent to the development and construction of the project. NextEra does not require construction financing to complete the Eight Point Wind project.

Have any of the above costs been paid or incurred as of the date of this Application?  Yes or  No

If Yes, describe particulars: The project has incurred costs to perform preliminary engineering on the wind farm, transmission line, and interconnection facilities.

**Mortgage Recording Tax Exemption Benefit:** Amount of mortgage that would be subject to mortgage recording tax:

Mortgage Amount (include sum total of construction/permanent): \$ \_\_\_\_\_

Estimated Mortgage Recording Tax Exemption Benefit (product of Mortgage Amount as indicated above multiplied by 1.25%): \$ \_\_\_\_\_

**Sales and Use Tax:** Gross amount of costs for goods and services that are subject to State and local Sales and Use Tax - said amount to benefit from the Agency's Sales and Use Tax exemption benefit:

\$ 112,464,000

Estimated State and local Sales and Use Tax Benefit (product of 8% multiplied by the figure above):

\$ 8,997,120

**\*\* Note that the estimate provided above will be provided to the New York State Department of Taxation and Finance. The Applicant acknowledges that the transaction documents may include a covenant by the Applicant to undertake the total amount of investment as proposed within this Application, and that the estimate, above, represents the maximum amount of sales and use tax benefit that the Agency may authorize with respect to this Application. The Agency may utilize the estimate, above, as well as the proposed total Project Costs as contained within this Application, to determine the Financial Assistance that will be offered.**



**Real Property Tax Benefit:**

**IDA PILOT Benefit:** Agency staff will indicate the amount of PILOT Benefit based on estimated Project Costs as contained herein and anticipated tax rates and assessed valuation, including the annual PILOT Benefit abatement amount for each year of the PILOT benefit year and the sum total of PILOT Benefit abatement amount for the term of the PILOT as depicted in Section IV of the Application.

**Percentage of Project Costs financed from Public Sector sources:** Agency staff will calculate the percentage of Project Costs financed from Public Sector sources based upon Sources of Funds for Project Costs as depicted above in Section II(G) of the Application.

**G) What is your Project timetable (provide dates):**

1. Start date – acquisition of equipment or construction of facilities: June 30, 2021
2. Estimated completion date of Project: October 31, 2022
3. Project occupancy – estimated starting date of operations: November 1, 2022
4. Have construction contracts been signed?  Yes or  No
5. Has financing been finalized?  Yes or  No

**I) Have site plans been submitted to the appropriate planning department?**

Yes or  No

If yes, has the Project received site plan approval from the planning department?

Yes or  No

If yes, please provide the Agency with a copy of the related State Environmental Quality Review Act (“SEQRA”) determination that may have been required to be submitted along with a copy of the approved site plans.

Please provide the Agency with the status of any required planning department or other approval: The project has received an Article 10 certificate for the wind project and an Article VII certificate for the transmission line. On February 24, 2021, Eight Point submitted an amendment to the State of New York requesting approval to use different turbines than were previously approved under the original Article 10 certificate. Eight Point expects approval of the of the amendment within 3-4 months.

**J) Is the Project necessary to retain existing employment:  Yes or  No**

Is the Project necessary to expand employment:  Yes or  No

**K) Employment Plan (Specific to the proposed Project location):**

	Current # of jobs at proposed project location or to be relocated to project location	IF FINANCIAL ASSISTANCE IS GRANTED – project the number of jobs to be RETAINED	IF FINANCIAL ASSISTANCE IS GRANTED – project the number of jobs to be CREATED upon THREE Years after Project completion	Estimate number of residents of the Labor Market Area in which the Project is located that will fill the jobs to be created upon THREE Years after Project Completion*
Full Time			4	4
Part Time			1	1
Total FTEs			4.25	4.25

\*For purposes of this question, please estimate the number of FT and PT jobs that will be filled, as indicated in the third column, by residents of the Labor Marker Area, in the fourth column. The Labor Marker Area includes Steuben, Schuyler, Chemung, Yates, Allegany, and Livingston Counties.

Salary and Fringe Benefits for Jobs to be Retained and/or Created:

Category of Jobs to be Retained and Created	Average Salary or Range of Salary	Average Fringe Benefits or Range of Fringe Benefits
Management		
Professional	\$ 93,798	\$ 12,791
Administrative		
Production		
Independent Contractor		
Other		

Employment at other locations in the state: (provide address and number of employees at each location):

	Address	Address	Address
Full time			
Part Time			
Total FTEs			

*Please note: The Agency may utilize the foregoing employment projections, among other items, to determine the Financial Assistance that will be offered by the Agency to the Applicant. The Applicant acknowledges that the transaction documents may include a covenant by the Applicant to retain the number of jobs and create the number of jobs with respect to the Project as set forth in this Application.*

**Section III Retail Questionnaire**

**To ensure compliance with Section 862 of the New York General Municipal Law, the Agency requires additional information if the proposed Project is one where customers personally visit the Project site to undertake either a retail sale transaction or to purchase services.**

**Please answer the following:**

- A. Will any portion of the project (including that portion of the cost to be financed from equity or other sources) consist of facilities or property that are or will be primarily used in making sales of goods or services to customers who personally visit the project site?**

Yes or  No. If the answer is yes, please continue. If no, proceed to section IV.

For purposes of Question A, the term “retail sales” means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the “Tax Law”) primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personally visit the Project.

- B. What percentage of the cost of the Project will be expended on such facilities or property primarily used in making sales of goods or services to customers who personally visit the project? \_\_\_\_\_%. If the answer is less than 33% do not complete the remainder of the retail determination and proceed to section IV.**

If the answer to A is Yes **AND** the answer to Question B is greater than 33.33%, please answer the questions below:

1. Will the project be operated by a not-for-profit corporation  Yes or  No.
2. Is the Project location or facility likely to attract a significant number of visitors from outside the economic development region in which the project will be located?

Yes or  No

If yes, please provide a third-party market analysis or other documentation supporting your response.

3. Is the predominant purpose of the project to make available goods or services which would not, but for the project, be reasonably accessible to the residents of the municipality within which the proposed project would be located because of a lack of reasonably accessible retail trade facilities offering such goods or services?

Yes or  No

If yes, please provide a third party market analysis or other documentation supporting your response.

4. Will the project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York?

Yes or  No.

If yes, explain \_\_\_\_\_

5. Is the project located in a Highly Distressed Area, as defined by the US Census Bureau?

Yes or  No

**Section IV: Estimate of Real Property Tax Abatement Benefits and Percentage of Project Costs financed from Public Sector sources**

**Section IV of this Application will be: (i) completed by IDA Staff based upon information contained within the Application, and (ii) provided to the Applicant for ultimate inclusion as part of this completed Application.**

**Estimates provided are based on current property tax rates and assessed values.**

**PILOT Estimate Table**

Dollar Value of New Construction and Renovation Costs	Estimated New Assessed Value of Property*	County Tax Rate/1,000	Local (town/village/city) Tax Rate/1,000	School Tax Rate/1,000

\*Apply equalization rate to value

Abatement Year	Current Taxes	New Without PILOT	Total Tax Liability	Proposed PILOT New	Total PILOT New + Existing	PILOT Savings
<b>Total</b>						

## Section V Representations, Certifications and Indemnification

**This Section of the Application can only be completed upon the Applicant receiving, and must be completed after the Applicant receives, IDA Staff confirmation that Section I through Section IV of the Application are complete.**

Anthony Pedroni (name of CEO or other authorized representative of Applicant) confirms and says that he/she is the Vice President (title) of Eight Point Wind, LLC (name of corporation or other entity) named in the attached Application (the "Applicant"), that he/she has read the foregoing Application and knows the contents thereof, and hereby represents, understands, and otherwise agrees with the Agency and as follows:

- A. **Job Listings:** In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA") in which the Project is located.
- B. **First Consideration for Employment:** In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.
- C. **Annual Sales Tax Filings:** In accordance with Section 874(8) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant. Copies of all filings shall be provided to the Agency.
- D. **Employment Reports:** The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency, at least annually or as otherwise required by the Agency, reports regarding the number of people employed at the project site, salary levels, contractor utilization and such other information (collectively, "Employment Reports") that may be required from time to time on such appropriate forms as designated by the Agency. Failure to provide Employment Reports within 30 days of an Agency request shall be an Event of Default under the PILOT Agreement between the Agency and Applicant and, if applicable, an Event of Default under the Agent Agreement between the Agency and Applicant. In addition, a Notice of Failure to provide the Agency with an Employment Report may be reported to Agency board members, said report being an agenda item subject to the Open Meetings Law.

- E. The Applicant acknowledges that certain environmental representations will be required at closing. The Applicant shall provide with this Representation, Certification and Indemnification Form copies of any known environmental reports, including any existing Phase I Environmental Site Assessment Report(s) and/or Phase II Environmental Investigations. The Agency may require the Company and/or owner of the premises to prepare and submit an environmental assessment and audit report, including but not necessarily limited to, a Phase I Environmental Site Assessment Report and a Phase II Environmental Investigation, with respect to the Premises at the sole cost and expense of the owner and/or the Applicant. All environmental assessment and audit reports shall be completed in accordance with ASTM Standard Practice E1527-05, and shall be conformed over to the Agency so that the Agency is authorized to use and rely on the reports. The Agency, however, does not adopt, ratify, confirm or assume any representation made within reports required herein.
- F. The Applicant and/or the owner, and their successors and assigns, hereby release, defend and indemnify the Agency from any and all suits, causes of action, litigations, damages, losses, liabilities, obligations, penalties, claims, demands, judgments, costs, disbursements, fees or expenses of any kind or nature whatsoever (including, without limitation, attorneys', consultants' and experts' fees) which may at any time be imposed upon, incurred by or asserted or awarded against the Agency, resulting from or arising out of any inquiries and/or environmental assessments, investigations and audits performed on behalf of the Applicant and/or the owner pursuant hereto, including the scope, level of detail, contents or accuracy of any environmental assessment, audit, inspection or investigation report completed hereunder and/or the selection of the environmental consultant, engineer or other qualified person to perform such assessments, investigations, and audits.
- G. Hold Harmless Provision: The Applicant acknowledges and agrees that the Applicant shall be and is responsible for all costs of the Agency incurred in connection with any actions required to be taken by the Agency in furtherance of the Application including the Agency's costs of general counsel and/or the Agency's bond/transaction counsel whether or not the Application, the proposed Project it describes, the attendant negotiations, or the issue of bonds or other transaction or agreement are ultimately ever carried to successful conclusion and agrees that the Agency shall not be liable for and agrees to indemnify, defend, and hold the Agency harmless from and against any and all liability arising from or expense incurred by: (i) the Agency's examination and processing of, and action pursuant to or upon, the Application, regardless of whether or not the Application or the proposed Project described herein or the tax exemptions and other assistance requested herein are favorably acted upon by the Agency; (ii) the Agency's acquisition, construction and/or installation of the proposed Project described herein; and (iii) any further action taken by the Agency with respect to the proposed Project including, without limiting the generality of the foregoing, all causes of action and attorney's fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law and the policies of the Agency that any New York State and local sales and use tax exemption claimed by the Applicant and approved by the Agency, any mortgage recording tax exemption claimed by the Applicant and approved by the Agency, and/or any real property tax abatement claimed by the Applicant and approved by the Agency, in connection with the Project, may be subject to recapture and/or termination by the Agency under such terms and conditions as will be established by the Agency and set forth in transaction documents to be entered into by and between the Agency and the Applicant. The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of the New York State and local sales and use tax exemption benefit, the amount of the mortgage recording

tax exemption benefit, and the amount of the real property tax abatement, if and as applicable, to the best of the Applicant's knowledge, is true, accurate and complete.

- H. This obligation includes an obligation to submit an Agency Fee Payment to the Agency in accordance with the Agency Fee policy effective as of the date of this Application
- I. By executing and submitting this Application, the Applicant covenants and agrees to pay the following fees to the Agency and the Agency's general counsel and/or the Agency's bond/transaction counsel, the same to be paid at the times indicated:
- (i) a non-refundable \$750 application and publication fee (the "Application Fee");
  - (ii) an amount equal to one percent (1%) of the total project costs, unless otherwise agreed to by the Agency; and
  - (iii) all fees, costs and expenses incurred by the Agency for (1) legal services, including but not limited to those provided by the Agency's general counsel and/or the Agency's bond/transaction counsel, thus note that the Applicant is entitled to receive a written estimate of fees and costs of the Agency's general counsel and the Agency's bond/transaction counsel; and (2) other consultants retained by the Agency in connection with the proposed project, with all such charges to be paid by the Applicant at the closing.
- J. If the Applicant fails to conclude or consummate the necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable proper or requested action, or withdraws, abandons, cancels, or neglects the Application, or if the Applicant is unable to find buyers willing to purchase the bond issue requested, or if the Applicant is unable to facilitate the sale/leaseback or lease/leaseback transaction, then, upon the presentation of an invoice, Applicant shall pay to the Agency, its agents, or assigns all actual costs incurred by the Agency in furtherance of the Application, up to that date and time, including but not necessarily limited to, fees of the Agency's general counsel and/or the Agency's bond/transaction counsel.
- K. The Applicant acknowledges and agrees that all payment liabilities to the Agency and the Agency's general counsel and/or the Agency's bond and/or transaction counsel as expressed in Sections H and I are obligations that are not dependent on final documentation of the transaction contemplated by this Application.
- L. The cost incurred by the Agency and paid by the Applicant, the Agency's general counsel and/or bond/transaction counsel fees and the processing fees, may be considered as a cost of the Project and included in the financing of costs of the proposed Project, except as limited by the applicable provisions of the Internal Revenue Code with respect to tax-exempt bond financing.
- M. The Applicant acknowledges that the Agency is subject to New York State's Freedom of Information Law (FOIL). **Applicant understands that all Project information and records related to this application are potentially subject to disclosure under FOIL, subject to limited statutory exclusions.**
- N. The Applicant acknowledges that it has been provided with a copy of the Agency's Policy for Termination of Agency Benefits and Recapture of Agency Benefits Previously Granted (the "Termination and Recapture Policy"). The Applicant covenants and agrees that it fully understands that the Termination and Recapture Policy is applicable to the Project that is the subject of this Application, and that the Agency will implement the Termination and Recapture



Policy if and when it is so required to do so. The Applicant further covenants and agrees that its Project is potentially subject to termination of Agency financial assistance and/or recapture of Agency financial assistance so provided and/or previously granted.

- O. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:

§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

- P. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
- Q. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.
- R. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.
- S. The Applicant and the individual executing this Application on behalf of Applicant acknowledge that the Agency and its counsel will rely on the representations and covenants made in this Application when acting hereon and hereby represents that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss.:

ANTHONY PEDRONI, being first duly sworn, deposes and says:

1. That I am the VICE PRESIDENT (Corporate Office) of EIGHT POINT WIND, LLC (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.

  
(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury  
this 29 day of MARCH, 2021

  
(Notary Public)



### Eight Point Wind PILOT Schedule Totals

Abatement Year	County	Greenwood	West Union	Canisteo Greenwood School	Whitesville School	Total PILOT
Year 1	\$122,712.21	\$75,947.22	\$70,165.43	\$197,892.34	\$116,918.80	\$583,636.00
Year 2	\$125,166.46	\$77,466.16	\$71,568.73	\$201,850.19	\$119,257.18	\$595,308.72
Year 3	\$127,669.79	\$79,015.48	\$73,000.11	\$205,887.19	\$121,642.32	\$607,214.89
Year 4	\$130,223.18	\$80,595.79	\$74,460.11	\$210,004.94	\$124,075.17	\$619,359.19
Year 5	\$132,827.65	\$82,207.71	\$75,949.31	\$214,205.04	\$126,556.67	\$631,746.38
Year 6	\$135,484.20	\$83,851.86	\$77,468.30	\$218,489.14	\$129,087.81	\$644,381.30
Year 7	\$138,193.88	\$85,528.90	\$79,017.67	\$222,858.92	\$131,669.56	\$657,268.93
Year 8	\$140,957.76	\$87,239.48	\$80,598.02	\$227,316.10	\$134,302.95	\$670,414.31
Year 9	\$143,776.92	\$88,984.27	\$82,209.98	\$231,862.42	\$136,989.01	\$683,822.59
Year 10	\$146,652.45	\$90,763.95	\$83,854.18	\$236,499.67	\$139,728.79	\$697,499.05
Year 11	\$149,585.50	\$92,579.23	\$85,531.26	\$241,229.66	\$142,523.37	\$711,449.03
Year 12	\$152,577.21	\$94,430.82	\$87,241.89	\$246,054.26	\$145,373.84	\$725,678.01
Year 13	\$155,628.76	\$96,319.43	\$88,986.73	\$250,975.34	\$148,281.31	\$740,191.57
Year 14	\$158,741.33	\$98,245.82	\$90,766.46	\$255,994.85	\$151,246.94	\$754,995.40
Year 15	\$161,916.16	\$100,210.74	\$92,581.79	\$261,114.74	\$154,271.88	\$770,095.31
Year 16	\$165,154.48	\$102,214.95	\$94,433.42	\$266,337.04	\$157,357.32	\$785,497.21
Year 17	\$168,457.57	\$104,259.25	\$96,322.09	\$271,663.78	\$160,504.46	\$801,207.16
Year 18	\$171,826.72	\$106,344.44	\$98,248.53	\$277,097.06	\$163,714.55	\$817,231.30
Year 19	\$175,263.26	\$108,471.32	\$100,213.51	\$282,639.00	\$166,988.84	\$833,575.93
Year 20	\$178,768.52	\$110,640.75	\$102,217.78	\$288,291.78	\$170,328.62	\$850,247.45
<b>Totals</b>	<b>\$2,981,584.01</b>	<b>\$1,845,317.57</b>	<b>\$1,704,835.29</b>	<b>\$4,808,263.45</b>	<b>\$2,840,819.41</b>	<b>\$14,180,819.72</b>