

July 14, 2023

99 GARNSEY ROAD
PITTSFORD, NY 14534
(585) 419-8800

STEPHEN J. MAIER
ASSOCIATE
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**FIRST AMENDMENT TO TAX AGREEMENT
(NY Pulteney I, LLC)**

VIA FEDERAL EXPRESS
Tracking No. 7810-4685-1361

David Oliver, Assessor
Town of Pulteney
9226 County Route 74
Pulteney, New York 14874

Re: Steuben County Industrial Development Agency and NY Pulteney I, LLC
Solar LLC: Distribution of First Amendment to Tax Agreement and Amended
NYS Form RP-412-a, "Application For Real Property Tax Exemption"

Property: 8897 Chidsey Hill Road, Town of Pulteney, Steuben
County
Tax Map Number: 012.00-01-008.200

Dear Mr. Oliver:

On behalf of the Steuben County Industrial Development Agency (the "Agency"), I have enclosed for you, the Assessor of the taxing jurisdiction within which the above-referenced project is located, a completed and signed amended "Application for Real Property Tax Exemption" on NYS Form RP-412-a, with a copy of the related signed First Amended Tax (a/k/a PILOT) Agreement.

The original Tax Agreement has been amended such that its term now expires on December 31, 2045.

Should you have questions, please contact me at (585) 419-8959.

Very truly yours,

Stephen J. Maier

Stephen J. Maier

Enclosures

cc: Chief Elected Officials and School District Clerk Listed on Schedule A (w/encs.)

David Oliver, Assessor

July 14, 2023

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Schedule A

Certified Mail

No. 7019 2970 0001 8016 8713

Steuben County Legislature

Attn: Chair

County Office Building

3 East Pulteney Square

Bath, New York 14810

Certified Mail

No. 7019 2970 0001 8016 8720

Steuben County Administrator

3 East Pulteney Square

County Office Building

Bath, New York 14810

Certified Mail

No. 7019 2970 0001 8016 8737

Director of Real Property Tax Services

County Office Building

3 East Pulteney Square

Bath, New York 14810

Certified Mail

No. 7019 2970 0001 8016 8744

Town of Pulteney

Attn: Town Supervisor

9226 County Route 74

Pulteney, New York 14874

Certified Mail

No. 7019 2970 0001 8016 8751

Canisteo-Greenwood Central School District

Attn: Superintendent

One Academy Street

Prattsburgh, New York 14873

Certified Mail

No. 7019 2970 0001 8016 8768

Prattsburgh Central School District

Attn: President of the Board of Education

One Academy Street

Prattsburgh, New York 14873

Certified Mail

No. 7019 2970 0001 8016 8775

Canisteo-Greenwood Central School District

Attn: District Clerk

One Academy Street

Prattsburgh, New York 14873



NYS BOARD OF REAL PROPERTY SERVICES

AMENDED
RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name Steuben County Industrial Development Agency
Street PO Box 393, 7234 Route 54 North
City Bath, New York 14810
Telephone no. Day (607)-776-3316
Evening ()
Contact James C. Johnson
Title Executive Director

Name NY Pulteney I, LLC
Street 140 East 45th Street, Suite 32B-1
City New York, New York 10017
Telephone no. Day (860) 753-1053
Evening ()
Contact Peter Dolgos
Title Senior Vice President

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) 012-00-01-008.200
b. Street address 8897 Chidsey Hill Road
c. City, Town or Village Town of Pulteney
d. School District Prattsburgh CSD
e. County Steuben
f. Current assessment
g. Deed to IDA (date recorded; liber and page) Lease to IDA (Book 2934 of Deeds; Pg 62)

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) Property will be site of a 3MWac community solar array facility
b. Type of construction Community solar array and related activities
c. Square footage
d. Total cost Approx. \$6,160,000
e. Date construction commenced Immediately
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) December 31, 2045

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment Please see attached First Amendment to Tax Agreement
b. Projected expiration date of agreement December 31, 2045

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Steuben</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Town of Pulteney</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village <u>N/A</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School District <u>Prattsburgh CSD</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name NY Pulteney I, LLC
 Title Attn: Peter Dolgos, Senior Vice President
 Address 140 East 45th Street, Suite 32B-1
New York, New York 10017

e. Is the IDA the owner of the property? Yes No (check one)

If "No" identify owner and explain IDA rights or interest Telephone _____
 in an attached statement. No - IDA has leasehold interest in property.

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) Yes No

If yes, list the statutory exemption reference and assessment roll year on which granted:
 exemption RPTL 412-a assessment roll year Town/County: 2023 / School: 2022-23

7. A copy of this application, including all attachments, has been mailed or delivered on 7/14/23 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, James C. Johnson, Executive Director _____ of _____
 Name Title
Steuben County IDA hereby certify that the information
 Organization

on this application and accompanying papers constitutes a true statement of facts.

June 1, 2023
 Date


 Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

Date

Assessor's signature

STEUBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

NY PULTENEY I, LLC

FIRST AMENDMENT TO TAX AGREEMENT

Dated as of June 1, 2023

Tax Map Number:
012-00-01-008.200

Address:
8897 Chidsey Hill Road
Town of Pulteney
Steuben County, New York

FIRST AMENDMENT TO TAX AGREEMENT

THIS FIRST AMENDMENT TO TAX AGREEMENT (this "Amendment") is made as of June 1, 2023 (the "Effective Date") and is by and between **STEUBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices located at 7234 Route 54, Bath, New York 14810 (the "Agency") and **NY PULTENEY I, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York, with offices at 140 East 45th Street, Suite 32B-1, New York, New York 10017 (the "Company").

WHEREAS, the Company and the Agency entered into that certain Tax Agreement dated as of December 1, 2021 (the "Tax Agreement") pursuant to which the Company receives certain real property tax benefits relating to the Facility (as such term is defined in the Tax Agreement); and

WHEREAS, the Tax Agreement expires on December 31, 2043; and

WHEREAS, the parties hereto wish to modify the Tax Agreement to allow for maximization of real property tax exemption benefits by (i) extending the term of the Tax Agreement, such that the Tax Agreement expires on December 31, 2045; and (ii) amending **Schedule A** to the Tax Agreement to reflect such extended term in the form attached hereto as **Exhibit A**.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. All of the recitals contained above are hereby incorporated herein by reference.
2. Section 1.5 "Period of Benefits" is hereby amended and replaced in its entirety as follows:

1.5 Period of Benefits. The tax benefits provided for herein should be deemed to include (i) the 2025-2026 School tax year through the 2044-2045 School tax year, and (ii) the 2026 County and Town tax years through the 2045 County and Town tax years. This Tax Agreement shall expire on **December 31, 2045**; provided, however, the Company shall pay the 2045-2046 School tax bill and the 2046 County and Town tax bills on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Agreement executed by both parties after any applicable public hearings. The Company agrees that, during the term hereof, it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the

extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPLT"). It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

3. **Schedule A** is hereby replaced in its entirety with **Schedule A** attached hereto as **Exhibit A**.
4. Except as modified by the terms of this Amendment, all other terms, covenants and conditions of the Tax Agreement are hereby ratified and confirmed.
5. All terms used but not defined herein shall have that meaning given to them in the Tax Agreement.
6. To the extent of any inconsistencies between this Amendment and the Tax Agreement, the terms of this Amendment shall control.
7. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

[Signature Page to First Amendment to Tax Agreement]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Amendment as of the Effective Date.

**STEUBEN COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Name: James C. Johnson
Title: Executive Director

NY PULTENEY I, LLC

By: _____
Name: Peter Dolgos
Title: Senior Vice President

[Signature Page to First Amendment to Tax Agreement]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Amendment as of the Effective Date.

**STEBEN COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

Name: James C. Johnson

Title: Executive Director

NY PULTENEY I, LLC

By: Peter Dolgos _____

Name: Peter Dolgos

Title: Senior Vice President

EXHIBIT A

SCHEDULE A

TO

TAX AGREEMENT DATED AS OF

**DECEMBER 1, 2021 AS AMENDED JUNE 1, 2023, BY AND BETWEEN
STEUBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

AND

NY PULTENEY I, LLC

"Total Tax Payment" shall mean an amount equal to the following:

Tax Year	School Tax Year	County/Town Tax Year	Town Total Annual Payment*	County Total Annual Payment*	School Total Annual Payment*
Interim	2021-22; 2022-23; 2023-24 & 2024-25	2022; 2023; 2024 & 2025	Full Taxes	Full Taxes	Full Taxes
1	2025-26	2026	\$3,085	\$4,979	\$9,184
2	2026-27	2027	\$3,147	\$5,078	\$9,367
3	2027-28	2028	\$3,210	\$5,180	\$9,555
4	2028-29	2029	\$3,274	\$5,283	\$9,746
5	2029-30	2030	\$3,340	\$5,389	\$9,941
6	2030-31	2031	\$3,407	\$5,497	\$10,139
7	2031-32	2032	\$3,475	\$5,607	\$10,342
8	2032-33	2033	\$3,544	\$5,719	\$10,549
9	2033-34	2034	\$3,615	\$5,833	\$10,760
10	2034-35	2035	\$3,687	\$5,950	\$10,975
11	2035-36	2036	\$3,761	\$6,069	\$11,195
12	2036-37	2037	\$3,836	\$6,190	\$11,419
13	2037-38	2038	\$3,913	\$6,314	\$11,647
14	2038-39	2039	\$3,991	\$6,440	\$11,880
15	2039-40	2040	\$4,071	\$6,569	\$12,118
16	2040-41	2041	\$4,153	\$6,701	\$12,360
17	2041-42	2042	\$4,236	\$6,835	\$12,607
18	2042-43	2043	\$4,320	\$6,971	\$12,859
19	2043-44	2044	\$4,407	\$7,111	\$13,117
20	2044-45	2045	\$4,495	\$7,253	\$13,379

*The foregoing table contemplates a payment equal to \$5,500 per MWac with an annual two percent (2%) escalation to the Total Payment due and payable to the County, Town and School, respectively.