

TOWN OF CLARKSON
TOWN BOARD MEETING
January 28, 2020

The Town Board of the Town of Clarkson held their regular meeting on Tuesday, January 28, 2020 at the Clarkson Town Hall, 3710 Lake Road, Clarkson, NY at 6:00 P.M.

PRESENT:

Christa Filipowicz	Supervisor
Allan Hoy	Councilperson
Patrick Didas	Councilperson
Tom Guarino	Councilperson
Leslie Zink	Councilperson
Sharon Mattison	Town Clerk
Robert Viscardi	Highway Supt.
Richard Olson	Attorney for the Town

ALSO:

Elizabeth Spencer	Assessor
Kevin Moore	Bldg. Inspector
**excused	

Supervisor Filipowicz opened the meeting. Sharon Mattison, Town Clerk led all those present in the Pledge of Allegiance. A moment of silence was observed for our service men and women, first responders and those that have paid the ultimate price.

HISTORIAN

Leanna Hale presented historical background details surrounding the creation of Clarkson and expressed a need for a museum to house historical artifacts that are currently in her possession.

OPEN FORUM

Martha Clasquin of 34 Sherwood Drive asked for clarification of details on the proposed solar overlay district on Lake Road. She also questioned the upcoming Winter Safety Program. Supervisor Filipowicz responded that Clarkson resident Tina VanWie is in charge of this activity, which will be held at the Goodwin Lodge on February 21st from 12 to 3 p.m. The program will be open to the public.

Robert Westcott of 395 Lake Road was present regarding a December 18, 2019 incident involving his vehicle. His vehicle was parked on the street and a Town snow plow backed into it. His insurance claim was denied. He is requesting monetary assistance for the damages. Unfortunately, NYS Traffic Law 1103B prohibits the Town from using Town resources to pay for this damage.

Brian Baty of Hoffman Hanafin & Associates, LLC commented on the above incident; in 25 years those types of claims have been denied. He went on to give an annual report and stated that the Town has had few claim issues. He distributed copies of reports. He researched quotes from different insurance companies and found policies 8% less than what we were paying. Workers Comp rates came down dramatically at about \$12,000 less than last year. Overall costs for insurance policies has been reduced. Highway keeps a good inventory, which aids in keeping insurance costs down.

SEYMOUR LIBRARY TREASURER

Supervisor Filipowicz reported that Clarkson will serve as the first treasurer for the Seymour Library. R. Olson explained that it is a two-year rotating position beginning with Clarkson, then the Town of Sweden Supervisor, and then the treasurer of Village of Brockport. Supervisor Filipowicz stated that she is planning on opening a separate library account so that signature cards can be changed with each rotation. An accounting firm would assist the treasurer and provide reports. The cost of that service will be paid by the library.

01.28.20

Representatives from the three municipalities recently met with John Yaeger, CPA and they will be meeting with Mike Boedicker and the library's bookkeeper soon to further discuss finances. Once all information is compiled, Mr. Yaeger will be able to prepare a quote. The library is doing an audit this year; AUD is completed every year.

RESOLUTION #259
ESTABLISHMENT OF TREASURER'S POSITION FOR SEYMOUR LIBRARY

Introduced by Councilperson Didas

Seconded by Councilperson Hoy

WHEREAS New York State Education Law §259 sets forth, in sum or substance and among other things, that all monies received from taxes or other public sources for library purposes shall be kept as a separate library fund by the municipalities of a joint public library, and

WHEREAS said law also sets forth, in sum or substance and among other things, that the governing bodies of the participating municipalities shall enter into an agreement designating the treasurer of one of the participating municipalities to be the treasurer of the joint public library for a period of not less than one (1) year nor more than five (5) years, and

WHEREAS the Town of Clarkson is desirous of immediately implementing the concept of and designating a treasurer for the Seymour Library and in the future entering into a written agreement and/or amendment or addendum to the 2017 "SEYMOUR LIBRARY JOINT OPERATING AGREEMENT" concerning same.

NOW, THEREFORE BE IT RESOLVED:

Section 1. The Town Board of the Town of Clarkson, pursuant to New York State Education Law §259, does hereby approve and authorize the creation of a Seymour Library Treasurer's position based upon the following terms and conditions:

- a) The Seymour Library Treasurer (hereinafter referred to as the treasurer) is to serve for a two (2) year rotating period commencing January 1, 2020 with the Chief Financial Officer for the Town of Clarkson occupying the position for the first two (2) year period, to wit: January 1, 2020 – December 31, 2021. Thereafter, the Chief Financial Officer for the Town of Sweden is to serve as the treasurer for the following two (2) year period, to wit: January 1, 2022 – December 31, 2023. Thereafter, the Brockport Village Treasurer is to serve as the treasurer for the following two (2) year period, to wit: January 1, 2024 – December 31, 2025. Thereafter, the municipalities are to rotate every two (2) years as described hereinbefore.
- b) The treasurer is to maintain a separate library fund as set forth in New York State Education Law §259(3). The Seymour Library Treasurer is to open an account for said fund at a financial institution or bank labeling same by title or sub-title as the Seymour Library Fund and using the tax identification number of the municipality then acting as treasurer (as described hereinabove). All municipal contributions, monies, accounts (including specific account locations and account numbers) and/or all unencumbered funds currently in the possession of Seymour Library other than petty cash, are to be immediately turned over to the Seymour Library Treasurer for deposit into said account.

01.28.20

c) The Seymour Library Treasurer may hire professional assistance in order to carry out the duties of the Treasurer and this professional assistance is to be paid from the public library fund pursuant to New York State Education Law §259(3).

Section 2. The Supervisor of the Town of Clarkson is to forward the Town of Clarkson's 2020 annual fund appropriation for the Seymour Library, as described in the 2017 "SEYMOUR LIBRARY JOINT OPERATING AGREEMENT", to the Town of Clarkson based upon the treasurer's position set forth hereinabove and is to similarly forward future annual funds appropriated to the municipality then acting as treasurer.

Section 3. The Town Board of the Town of Clarkson does hereby authorize the Clarkson Town Supervisor to execute any document(s) and/or future agreement(s) in furtherance of this Resolution.

Section 4. This Resolution is to take effect immediately.

VOTE OF THE BOARD

AYES: Supervisor Filipowicz, Councilpersons Hoy, Didas, Zink and Guarino

NAYS: None

CLARKSON RENEWABLES, LLC SOLAR PROJECT

Mike Cucchiara of Nexamp, Inc. spoke on behalf of the project. He met with residents in the area who wanted to see the design and answered questions. The Conservation Board met and had no problems with the project. The vote for the solar overlay district will be on February 11, 2020.

BORREGO SOLAR HOST COMMUNITY AGREEMENT

R. Olson reported on the status of this project. There will be two separate agreements, one for 5 megawatts and one for 1.5 megawatts, one for \$80,000 and the other for \$320,000. The Town Planning Board passed a revised resolution stating that the project cannot be started until the Town has received the entire \$400,000. With two agreements, there will be two tax account numbers.

RESOLUTION #260

AUTHORIZE SUPERVISOR TO SIGN

BORREGO SOLAR HOST COMMUNITY AGREEMENTS

Introduced by Councilperson Hoy

Seconded by Councilperson Guarino

To authorize the Supervisor to sign the agreements for the Borrego Solar project.

VOTE OF THE BOARD

AYES: Supervisor Filipowicz, Councilpersons Hoy, Didas, Zink and Guarino

NAYS: None

RESOLUTION #261

APPROVE MERIT/STEP INCREASE

Introduced by Councilperson Didas

Seconded by Councilperson Zink

To approve merit/step increase for Deputy Town Clerk, Katharine Kemp, as recommended by Town Clerk, Mattison upon the completion of a satisfactory review.

K. Kemp will increase to step 16; \$20.35 hour.

VOTE OF THE BOARD

AYES: Supervisor Filipowicz, Councilpersons Hoy, Didas, Zink and Guarino

NAYS: None

01.28.20

SUPERVISOR REPORTS

C. Filipowicz reported on a proposal to change our phone service from Frontier to Spectrum at a savings of approximately \$100/month. A question was raised that if we lose power, we lose phone service. This system would be able to be transferred to cell phones. The phone at the Transfer Station will be eliminated. Councilperson Hoy questioned the alarm system if we lose power. A decision will be made after further research of service during a power outage. Supervisor Filipowicz stated that she and Keylee have also been working on a proposal to upgrade copiers. Ricoh came out and evaluated the machines at the Highway Department, Building Department and Town Hall. The copier in the Building Department has not worked in almost a year. The Highway machine has recently been repaired. The plan is to lease a new copier for the Town Hall at a cost of \$108 a month. The Town Hall copier will be moved to Highway and the Highway copier will be moved to the Building Department.

An informational meeting was held today regarding deferred compensation for Town employees. In addition, All State representatives recently held a meeting regarding insurance. They proposed better coverage for less money than Aflac. Pat Tooley has been in touch with C. Filipowicz regarding the fencing around horse arena. He arranged payment for the fencing and would like to take it back. Minutes will be reviewed to determine if the fencing was a gift or a loan; a decision will be made at that time. Nathan Bushnell contacted C. Filipowicz from Troop #111 and is looking for an Eagle Scout project. She will meet with him on February 19th; she asked that Board members let her know if they have any ideas. A possible project might be creating a map of veterans at the West Clarkson Cemetery to assist in flag placement. The *Little Library* has been rebuilt and book donations have been received. Spectrum News and Channel 8 both covered this topic.

RESOLUTION #262

AUTHORIZE SUPERVISOR TO SIGN LEASE FOR NEW COPIER

Introduced by Councilperson Hoy

Seconded by Councilperson Zink

To approve the lease of a new copier for the Town Hall.

VOTE OF THE BOARD

AYES: Supervisor Filipowicz, Councilpersons Hoy, Didas, Zink and Guarino

NAYS: None

TOWN BOARD REPORTS

Councilperson Didas reported on the Clarkson Honor Roll. BOCES students are working on completing the project and it will then be placed at the Veterans' Park.

Councilperson Zink stated that she and Councilperson Guarino have been working on *safety instruction* for residents to help keep their homes safer. She spoke with Deputy Hurley who is willing to come out and do a presentation on home safety and neighborhood watch programs. They are looking to schedule this sometime in March or April and will keep us informed. The SUTO solar group will be meeting with R. Olson and the Town engineer next week to discuss the battery situation. Councilperson Zink has started Good Neighbor Day planning.

Councilperson Guarino will be meeting with Jill at the Rec Center on February 11th and will report back after that. He commended the Girl Scouts who worked on the new *Little Library*. He stated that he recently rode with J. Cross in a snow plow and was amazed with all that operating the vehicle entails.

ASSESSOR REPORTS

L. Spencer stated that agricultural district applications have to be completed during the month of March. All exemptions must be submitted by March 1st. She reported that since the reassessment, sales are at 98% which allows her to claim a 100% equalization rate for the 2020 tax roll. Area towns are doing reassessments every two years. Her sales are still exceeding her reassessment. She would like to do another reassessment in 2022.

01.28.20

BUILDING INSPECTOR/CODE ENFORCEMENT OFFICER REPORTS

K. Moore reported that on Monday he will be meeting with Kevin Carrier, owner of the Prince property on Ridge Road. He has scheduled a meeting with the Brockport Fire Chief regarding the proposed new developments in Clarkson as well as to review their new equipment. He also stated that the new checklist has proved to be very useful.

HIGHWAY SUPERINDENDENT REPORTS

R. Viscardi requested approval to sell some old equipment at auction. Highway staff has been working on the Roosevelt Highway water line valves and hope to start digging on the west end next week.

RESOLUTION #263

APPROVAL TO SELL HIGHWAY EQUIPMENT AT AUCTION

Introduced by Councilperson Didas

Seconded by Councilperson Guarino

Approval to sell 1971 Bombardier and 2002 pick-up at auction.

VOTE OF THE BOARD

AYES: Supervisor Filipowicz, Councilpersons Hoy, Didas, Zink and Guarino

NAYS: None

RESOLUTION #264

MINUTES

Introduced by Councilperson Zink

Seconded by Councilperson Didas

To approve January 14, 2020 minutes.

VOTE OF THE BOARD

AYES: Supervisor Filipowicz, Councilpersons Hoy, Didas, Zink and Guarino

NAYS: None

RESOLUTION #265

AUDIT—01-02-2020

Introduced by Councilperson Hoy

Seconded by Councilperson Guarino

To authorize payment of audit 01-02-2020 to include the following:

Total \$441,920.38; AA General \$77,463.01; BB General \$318,125.11; DA Highway \$39,075.44; HH Capital \$4,693.54; SS Sewer \$38.95; TA \$2,524.33

For distribution of checks from Joint Checking #35231-35274 and Trust & Agency #6058-6060.

VOTE OF THE BOARD

AYES: Supervisor Filipowicz, Councilpersons Hoy, Didas, Zink and Guarino

NAYS: None

RESOLUTION #266

EXECUTIVE SESSION

Motion by Councilperson Zink

Seconded by Councilperson Hoy

To enter executive session at 7:10 P.M to confer with Attorney and discuss possible litigation.

VOTE OF THE BOARD

AYES: Supervisor Filipowicz, Councilpersons Hoy, Didas, Zink and Guarino

NAYS: None

RESOLUTION #267

RETURN TO REGULAR SESSION

Motion by Councilperson Didas

Seconded by Councilperson Zink

To return to regular session at 7:50 P.M.

VOTE OF THE BOARD

AYES: Supervisor Filipowicz, Councilpersons Hoy, Didas, Zink and Guarino

NAYS: None

01.28.20

RESOLUTION #268
ADJOURNMENT

Introduced by Councilperson Guarino

Seconded by Councilperson Zink

To adjourn the Town Board meeting at 7:51 P.M.

VOTE OF THE BOARD

AYES: Supervisor Filipowicz, Councilpersons Hoy, Didas, Zink and Guarino

NAYS: None

Respectfully submitted,

Sharon S. Mattison

Town Clerk

APPROVED 02-11-2020

between
TOWN OF CLARKSON

and
REDMAN SOLAR LLC

Dated as of January 14, 2020

RELATING TO THE PREMISES LOCATED AT 2668
REDMAN ROAD (CURRENT TAX MAP 028.03-1-21) IN THE
TOWN OF CLARKSON, NEW YORK

HOST COMMUNITY AGREEMENT FOR SOLAR ENERGY SYSTEM

THIS AGREEMENT FOR A HOST COMMUNITY AGREEMENT (the "Agreement"), effective as of **January 14, 2020**, is by and between **REDMAN SOLAR LLC** (the "Owner"), a California Corporation registered in the State of New York, with a principal place of business located at **1814 Franklin St #700, Oakland, CA 94612** and the **TOWN OF CLARKSON**, a municipal corporation duly established with a principal place of business located at **3710 Lake Road, Clarkson, NY 14430** (the "Town", and collectively with the Owner, the "Parties").

RECITALS

WHEREAS, the Owner has submitted a Notice of Intent to the Town that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487 (1)(b) (the "Project") with an expected combined nameplate capacity (the "Capacity") of approximately 5 Megawatts AC on portions of such parcels of land located within the Town of Clarkson at 2668 Redman Road and currently identified as SBL #028.03-1-21, (the "Property"); and

WHEREAS, pursuant to RPTL Section 487(9)(a), 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 its 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 by the construction of a Town Hall or upgrade of a building or buildings owned by the Town of Clarkson for use as a Town Hall.
 - b. **Donation.** For the purposes stated herein the Owner will make a one-time payment of Three Hundred and Twenty thousand dollars (\$320,000.00).
 - c. **Due Date of Payment.** The entire amount of the donation, Three Hundred and Twenty thousand dollars (\$320,000.00), shall be paid prior to the Town of Clarkson issuing a building permit for the Project.
3. **Exemption of Property.** In consideration of undertaking as described above, the Town hereby warrants, covenants and agrees that, for purposes of the solar energy system on the Property at issue, it shall consider and treat the solar energy system on the Property as exempt from real property taxes for each year covered by this Agreement, and that it will not take any action to challenge or otherwise change the tax exempt status of the Property under any applicable law during the term of this Agreement.
4. **Term.** The term (the "Term") of this Agreement shall be fifteen (15) years and shall commence as of the date the first payment for taxes would have been due. For the avoidance of doubt, in the event that no solar energy system is successfully installed upon the Property, then this Agreement shall be void.
5. **Binding Effect.** This Agreement shall be binding upon the parties and their successors and assigns.
6. **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:

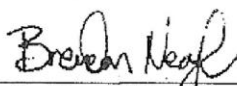
7. **Severability.** If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, 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..
8. **Entire Agreement.** This Agreement contains the entire understanding of the parties concerning the tax status of the Property and RPTL § 487, and there are no other understandings, agreements, covenants, or conditions relating to the subject matter thereof.
9. **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.
10. **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.
11. **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.
12. **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.

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.

REDMAN SOLAR LLC

TOWN OF CLARKSON

By:


Brendan Neagle, VP Project Finance

By:

Christa Filipowicz, Supervisor

between

TOWN OF CLARKSON

and

REDMAN SOLAR 2 LLC

Dated as of January 14, 2020

RELATING TO THE PREMISES LOCATED AT 2668
REDMAN ROAD (CURRENT TAX MAP 028.04-1-18) IN THE
TOWN OF CLARKSON, NEW YORK

HOST COMMUNITY AGREEMENT FOR SOLAR ENERGY SYSTEM

THIS AGREEMENT FOR A HOST COMMUNITY AGREEMENT (the "Agreement"), effective as of **January 14, 2020**, is by and between **REDMAN SOLAR 2 LLC** (the "Owner"), a California Corporation registered in the State of New York, with a principal place of business located at **1814 Franklin St #700, Oakland, CA 94612** and the **TOWN OF CLARKSON**, a municipal corporation duly established with a principal place of business located at 3710 Lake Road, Clarkson, NY 14430 (the "Town", and collectively with the Owner, the "Parties").

RECITALS

WHEREAS, the Owner has submitted a Notice of Intent to the Town that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487 (l)(b) (the "Project") with an expected combined nameplate capacity (the "Capacity") of approximately **1.5 Megawatts AC** on portions of such parcels of land located within the Town of Clarkson at 2668 Redman Road and currently identified as SBL # **028.04-1-18**, (the "Property"); and

WHEREAS, pursuant to RPTL Section 487(9)(a), 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 its 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 by the construction of a Town Hall or upgrade of a building or buildings owned by the Town of Clarkson for use as a Town Hall.
 - b. **Donation:** For the purposes stated herein the Owner will make a one-time payment of **Eighty Thousand dollars (\$80,000.00)**.
 - c. **Due Date of Payment:** The entire amount of the donation, **Eighty Thousand dollars (\$80,000.00)**, shall be paid prior to the Town of Clarkson issuing a building permit for the Project.
3. **Exemption of Property.** In consideration of undertaking as described above, the Town hereby warrants, covenants and agrees that, for purposes of the solar energy system on the Property at issue, it shall consider and treat the solar energy system on the Property as exempt from real property taxes for each year covered by this Agreement, and that it will not take any action to challenge or otherwise change the tax exempt status of the Property under any applicable law during the term of this Agreement.
4. **Term.** The term (the "Term") of this Agreement shall be fifteen (15) years and shall commence as of the date the first payment for taxes would have been due. For the avoidance of doubt, in the event that no solar energy system is successfully installed upon the Property, then this Agreement shall be void.
5. **Binding Effect.** This Agreement shall be binding upon the parties and their successors and assigns.
6. **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:

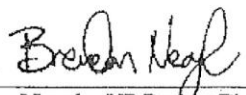
7. **Severability.** If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, 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..
8. **Entire Agreement.** This Agreement contains the entire understanding of the parties concerning the tax status of the Property and RPTL § 487, and there are no other understandings, agreements, covenants, or conditions relating to the subject matter thereof.
9. **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.
10. **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.
11. **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.
12. **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.

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.


REDMAN SOLAR 2 LLC

TOWN OF CLARKSON

By:


Brendan Neagle, VP Project Finance

By:


Christa Filipowicz, Supervisor