

**RESOLUTION OF THE TOWN OF SHELBY AUTHORIZING  
A HOST COMMUNITY AGREEMENT WITH HEMLOCK  
RIDGE SOLAR, LLC AND THE WAIVER OF PAYMENTS IN  
LIEU OF REAL ESTATE TAXES (PILOT PAYMENTS) IN  
CONNECTION WITH THE HEMLOCK RIDGE SOLAR  
PROJECT IN THE TOWNS OF BARRE AND SHELBY**

**WHEREAS**, Hemlock Ridge Solar, LLC (the “Developer”) has proposed to construct and equip an approximately 200-megawatt (MW) AC solar energy generation project in the Town of Barre and Town of Shelby (the “Project”) and has requested real property, sales and mortgage recording tax incentives from the County of Orleans Industrial Development Agency (“COIDA”), including a payment-in-lieu of tax (“PILOT”) agreement providing for payments to the respective taxing jurisdictions to be calculated on a per-megawatt (MW) basis instead of on the assessed value of the Project; and

**WHEREAS**, by letter dated August 11, 2021, the Town of Barre informed COIDA that the Town Board of the Town of Barre had adopted a resolution requesting that COIDA assist with the development of a PILOT agreement for the Project; and

**WHEREAS**, by resolution adopted on December 14, 2021, the Town Board of the Town of Shelby requested COIDA’s assistance in connection with the negotiation of a PILOT agreement for the Project; and

**WHEREAS**, COIDA thereafter convened and moderated a series of discussions with representatives of the Town of Barre, the Town of Shelby, the County of Orleans, the Albion Central School District, the Medina Central School District and Oakfield-Alabama Central School District (each an “Affected Tax Jurisdiction” and collectively, the “Affected Tax Jurisdictions”) and the Developer to help develop the terms of an agreement for the Project; and

**WHEREAS**, the Developer has agreed to a payment structure that would pay the Affected Taxing Jurisdictions an aggregate of Four Thousand Five Hundred Dollars (\$4500.00) per megawatt of Project installed capacity (“Aggregate MW Payment”); and

**WHEREAS**, the Town of Shelby’s negotiated share of the Aggregate MW Payment is approximately \$324 per megawatt of Project installed capacity (the “Shelby Share”); and

**WHEREAS**, the Town of Shelby has informed COIDA that the Town of Shelby anticipates entering into a separate agreement with the Developer that will provide specific benefits to the Town of Shelby, including payment(s) from the Developer in the amount of Shelby Share (“Host Community Agreement”) instead of receiving the Shelby Share through a PILOT agreement; and

**WHEREAS**, each of the other Affected Taxing Jurisdictions have also expressed to COIDA that they anticipate receiving their respective shares of the Aggregate MW Payment either through separate host community agreements or, in the case of the school districts, through education contribution agreements; and

**WHEREAS**, in view of the benefits to be received pursuant to the Host Community Agreement, the Town of Shelby is willing to waive and relinquish its right to receive PILOT payments pursuant to the PILOT agreement between COIDA and the Developer.

**NOW, THEREFORE, THE TOWN OF SHELBY HEREBY RESOLVES AS FOLLOWS:**

1. The Town of Shelby is hereby authorized to enter into the Host Community Agreement with the Developer, upon such terms as are to be negotiated with the Developer and subject to final approval from the Town Board.
2. The Town of Shelby hereby waives the right to receive any PILOT payments under the PILOT agreement between COIDA and the Developer, including any rights under the General Municipal Law (GML) to recover payments and any late payment penalties under GML Sections 874(5) and GML Section 874(6).
3. The Town of Shelby hereby consents to any non-proportional allocation of PILOT payments pursuant to the PILOT agreement to be entered into between COIDA and the Developer in connection with the Project and is authorized to execute a PILOT allocation agreement as may be necessary or appropriate to reflect such consent.
4. The Town of Shelby is hereby authorized to take such steps and actions and to execute any and all necessary documents, agreements and/or modifications thereto as may be reasonably necessary to effectuate the purpose and intent of these resolutions.
5. These resolutions shall be effective immediately.

DATED: December \_\_\_\_\_, 2024