

**AGREEMENT FOR THE PAYMENT OF MUNICIPAL  
ENGINEERING AND LEGAL EXPENSES**

This Agreement dated \_\_\_\_\_, 2019 by and between the Town of Schaghticoke, a municipal corporation with its principal office located at 290 Northline Drive, Melrose, New York 12121 (the "Town") and Herrington Solar, LLC with its principal place of business located at 333 Broadway, Suite 460, Troy, NY 12180 ("Applicant").

WHEREAS, Applicant has submitted an application to the Town of Schaghticoke Planning Board (the "Planning Board") to construct a 7.5 megawatt solar farm on Bracken Road in the Town of Schaghticoke, New York; and

WHEREAS, the Applicant has offered and the Town has accepted the Applicant's offer to reimburse the Town for its out-of-pocket expenses in reviewing and processing the application including reviewing the Stormwater Pollution Protection Plan if required for the project, general engineering review and general legal review; and

WHEREAS, the Town has retained special legal counsel and an outside engineering firm to assist it in the review of this application. Both of those firms will be billing the Town on a time and material basis for such services; and

WHEREAS, the Planning Board intends to be Lead Agency for the SEQRA review of the project.

NOW THEREFORE, in consideration of the mutual promised herein, the Town and Applicant agree that the terms and conditions of this Agreement are the following:

Applicant shall reimburse the Town, in full, for all of its out-of-pocket engineering and legal fees incurred in connection with the review of this project, including but not limited to all services required to process the application, review the project under the Town Zoning Code, review of the Stormwater Pollution Prevention Plan, compliance with SEQRA and all other approvals required from the Town.

The Town has designated Lansing Engineering as the consulting engineers for the Town and has designated the law firm of Peter Barber as special legal counsel. Applicant agrees that these firms have the technical ability to provide the necessary services to the Town.

Upon execution of this Agreement, Applicant shall deposit the sum of \$5,000.00 with the Town Clerk whom shall hold the funds in escrow to be used to pay the engineering and legal fees incurred in the review of the project. Of the initial payment, \$3,000.00 shall be allocated for engineering fees and \$2,000.00 shall be allocated for legal fees.

Whenever the balance of the escrow fund falls below \$1,500.00, Applicant shall be notified of the amount remaining in the account and within five business days of such notification Applicant shall deposit an additional \$1,500.00, or such other amount as the Town and

Applicant shall agree, into the account with the Town Clerk. In the event Applicant fails to replenish the account within five business days of being notified, the Town may direct the engineers and attorneys to cease all work on the project until such payment is received from Applicant.

The invoices for engineering and legal services will be submitted to the Town Supervisor who will review the invoices. Upon approval by the Town Supervisor, the approved invoices shall be delivered to the Town Board for its approval and the Town Clerk will thereafter be directed to disburse funds from the escrow account to pay the invoices. Copies of all invoices shall be provided to Applicant.

Nothing in this agreement shall obligate the Applicant to contribute more than \$10,000.00 under this Agreement. Any contribution above that amount shall be by mutual Consent of the Town and the Applicant. The failure of the Applicant and the Town to agree on additional payments does not relieve the Town of any obligations it has under applicable law to process the applications in a timely manner.

The professionals retained by the Town to assist it and its boards reviewing this application work for the Town and do not have any obligation or fiduciary relationship to the Applicant.

The services provided by professionals subject to reimbursement hereunder shall be limited to those services reasonably necessary to assist the Town in the processing of this application in accordance with applicable law and as directed by the Town and its respective boards. The rates charged by the professionals shall not exceed those rates customary within the community for similar services.

Upon completion of all the Town's responsibilities with respect to the review of the proposed development, and monies remaining in the escrow account, after paying all outstanding costs, fees and expenses, shall be returned to the Applicant.

Upon request by the Applicant, no more frequently than once every two months, the Town shall surrender and accounting of all monies received and expended in connection with the escrow funds and an estimate of all costs, fees and expenses to be expended in the next two months.

TOWN OF SCHAGHTICOKE

HERRINGTON SOLAR, LLC

By: \_\_\_\_\_  
Print Name: Frank H. Alessandrini  
Title: Chairman, Town of Schaghticoke  
Planning Board

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_