# Government Operations

**Thursday, March 24, 2022 @ 10:30 AM**
**Chambers/ Zoom**

**AGENDA**

**10:30 AM** **Call Meeting to Order**

**Approval of Minutes**

- Minutes from - February 24, 2022

**Resolutions:**

1. Retiree Recognition
2. Amending the Video Recording Policy
3. Authorizing Attendance at an Out-Of-State Conference (Emergency Management)
4. Authorizing Attendance at an Out-of-State Conference (Purchasing)
5. Authorizing Attendance at an Out-Of-State Conference (Sheriff)
6. Authorizing the Chairman to Enter into an Agreement with Cyber Defense Institute Inc.
7. Authorizing the Chairman to Enter into a PILOT Agreement with RenaSolar Power Holdings
8. Creating Two Temporary Positions in the Planning Department's Workforce Development Division
9. Creating a Full-time Staff Social Worker Position in the Mental Health Department
10. Creating a Full-time Permanent Principal Account Clerk Position in the Department of Solid Waste Management
11. Declaring the Week of May 1 - 7, 2022 as "Public Service Recognition Week"

**Other Committee Business**

1. Information Technology Initiatives
2. Public Health Week Discussion
3. MOTION TO ENTER EXECUTIVE SESSION
4. Labor Relations
5. Negotiations

**Preferred Agenda**

**Next Meeting:**

1. April 28, 2022 - Immediately Following Finance, Ways and Means Committee

**Adjourn**

MADISON COUNTY DEPARTMENT OF PERSONNEL/CIVIL SERVICE
COUNTY OFFICE BUILDING
P.O. BOX 636

WAMPSVILLE, NY 13163
(315) 366-2341 (Phone)
(315) 366-2725 (Fax)

Eileen M. Zehr
Personnel Officer
eileen.zehr@madisoncounty.ny.gov

Ryan D. Aylward
Director of Labor Relations
ryan.aylward@madisoncounty.ny.gov

# Government Operations

**Thursday, February 24, 2022 @ 10:30 AM**
**Chambers**

**MINUTES**

**10:30 AM** **Call Meeting to Order**

*** DRAFT***

M. Cavanagh called the meeting to order at 10:21 a.m.

Committee Members present: C. Moses, M. Roberts R. Vosburg and P. Walrod

Others present: R. Aylward, J. Becker, D. Curtis, M. During, C. Edick, S. Field, C. Kennedy, P. Lutwak, L, Randall, M. Scimone, R. Verdon, T. Wayland-Smith, and E. Zehr.

**Approval of Minutes**

- January 27, 2022 Minutes

  Motion by Matt Roberts to approve the minutes from January 27, 2022. Second by Cliff Moses. The motion was Passed.

**Resolutions:**

1. Authorizing the Chairman to Enter Into an Enterprise Agreement with Day Automation

   Motion by Cliff Moses to approve the resolution. Second by Pete Walrod. The motion was Passed.

2. Authorizing the Modification of the 2022 Adopted County Budget

   Motion by Matt Roberts to approve the resolution. Second by Cliff Moses. The motion was Passed.

3. Authorizing the Modification of the 2022 Adopted County Budget

(ARPA)

Motion by Cliff Moses to approve the resolution. Second by Pete Walrod. The motion was Passed.

4. Authorizing the Modification of the 2022 Adopted County Budget

   Motion by Pete Walrod to approve the resolution. Second by Matt Roberts. The motion was Passed.

5. Adopting an Employee Separation Policy

   Motion by Cliff Moses to approve the resolution. Second by Pete Walrod. The motion was Passed.

6. Adopting an Updated Investment Policy and Procedures

   Motion by Matt Roberts to approve the resolution. Second by Cliff Moses. The motion was Passed.

7. Allocating the Title of Social Welfare Examiner Trainee to Appendix B of the CSEA White Collar Agreement

   Motion by Matt Roberts to approve the resolution. Second by Cliff Moses. The motion was Passed.

8. Allocating the Title of Mental Health Crisis Worker to Appendix B of the CSEA White Collar Agreement and Authorizing the Chairman to Enter Into an Agreement

   Motion by Pete Walrod to approve the resolution. Second by Matt Roberts. The motion was Passed.

   Motion by Cliff Moses to approved amended resolution. Second by Rex Vosburg. The motion was Passed.

9. Creating a Public Health Sanitarian Position in the Public Health Department

   Motion by Cliff Moses to approve the resolution. Second by Pete Walrod. The motion was Passed.

10. Creating a Senior Welfare Employment Representative Position in the Department of Social Services

    Motion by Pete Walrod to approve the resolution. Second by Matt Roberts. The motion was Passed.

11. Creating a Deputy County Treasurer Position in the Office of the County Treasurer and Modifying the 2022 Adopted County Budget

    Motion by Pete Walrod to approve the resolution. Second by Rex Vosburg. The motion was Passed.

12. Establishing the Office of Assigned Counsel

    Motion by Pete Walrod to approve the resolution. Second by Rex Vosburg. The motion was Passed.

13. Authorizing Attendance at an Out of State Conference (Highway)

    Motion by Pete Walrod to approve the resolution. Second by Matt Roberts. The motion was Passed.

**Other Committee Business**

Committee members agreed Executive Sessions would no longer be provided via zoom after the February 24, 2022 meeting.

M. Scimone addressed the committee on performance appraisals and looking into new formats for Management employee performance reviews.

1. MOTION TO ENTER EXECUTIVE SESSION

   Motion by Pete Walrod to Enter Into Executive Session. Second by Matt Roberts. The motion was Passed.

   Motion by Cliff Moses to Exit Executive Session. Second by Matt Roberts. The motion was Passed.

2. Litigation

3. Labor Relations

4. Negotiations

5. Personnel Matters

**Preferred Agenda**

**Next Meeting:**

1. March 24, 2022, Immediately Following Finance, Ways and Means Committee Meeting

**Adjourn**

Motion by Matt Roberts to adjourn the meeting. Second by Pete Walrod. The motion was .

**RESOLUTION NO._____**

**RESOLUTION OF APPRECIATION – RETIREE RECOGNITION**

**WHEREAS**, the Madison County Board of Supervisors believes that County employees should be recognized for their faithful service to the public; and

**WHEREAS,** recognition of the distinguished service of certain a County employee with an upcoming retirement is in order,

**NOW, THEREFORE BE IT RESOLVED** that the Madison County Board of Supervisors hereby recognizes the dedicated contributions of Angela Burgdoff upon her retirement.

| | | |
|---|---|---|
| Angela J. Burgdoff | Public Health | 2000 - 2022 |

Dated: April 12, 2022

______________________________
Mary B. Cavanagh, Chairwoman
Government Operations Committee

## RESOLUTION NO. 21-591

## AMENDING THE VIDEO RECORDING POLICY

**WHEREAS**, the Video Recording Policy was approved on December 16, 2021 and establishes procedures and guidelines for the use of video security systems owned and operated by Madison County as well as public recording in any of the Madison County Offices or conference rooms; and

**WHEREAS,** Section 2b under Procedures of the Policy has been updated to add further clarification on whom written requests should be directed to for the exporting and/or viewing of video records; and

**WHEREAS**, the updates to this policy have been reviewed and approved by the Government Operations Committee;

**NOW, THEREFORE BE IT RESOLVED**, the Chairman of the Board of Supervisors approve the amending of the Video Recording Policy, making the changes effective immediately.

Dated: April 12, 2022

Mary B. Cavanagh, Chairwoman
Government Operations Committee

**RESOLUTION NO. _______**

**AUTHORIZING ATTENDANCE AT AN OUT-OF-STATE CONFERENCE (EMERGENCY MANAGEMENT)**

**WHEREAS,** the National Association of Counties will hold its 2022 Annual Conference July 21 through July 24, 2022 in Adams County, Colorado; and

**WHEREAS**, Dan Degear, Director of Emergency Management, being a Vice-Chair of the NACo Homeland Security Sub-Committee has requested to attend said conference; and

**WHEREAS,** this request has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications Committee and by the Government Operations Committee;

**NOW, THEREFORE, BE IT RESOLVED,** that Dan Degear be and hereby is authorized to attend the National Association of Counties Legislative Conference at a cost not to exceed $2,477.00.

Dated: April 12, 2022

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Mary B. Cavanagh, Chairwoman
Government Operations Committee

**RESOLUTION NO. __________**

**AUTHORIZING ATTENDANCE AT AN OUT-OF-STATE CONFERENCE (PURCHASING)**

**WHEREAS,** 2022 NIGP Forum Connecting Procurement Communities will be held August 19-24, 2022, in Boston, Massachusetts; and

**WHEREAS,** Mark Scimone, County Administrator has requested that Laurie Winters, Purchasing Agent, attend this conference; and

**WHEREAS**, the travel expenses are appropriated in the 2022 budget; and

**WHEREAS,** this request has been reviewed and approved by the Administrative and Oversight Committee and Government Operations Committee.

**NOW, THEREFORE BE IT RESOLVED,** that Laurie Winters be and hereby is authorized to attend said conference at a cost not to exceed $2,754.

Dated: April 12, 2022

______________________________
Mary Cavanagh, Chairwoman
Government Operations Committee

**RESOLUTION NO. _________**

**AUTHORIZING ATTENDANCE AT AN OUT-OF-STATE CONFERENCE**
**(Sheriff)**

**WHEREAS,** the 2022 National Sheriffs' Association Annual Conference will be held June 26 - 30, 2022 in Kansas, MO; and

**WHEREAS,** Todd Hood, Madison County Sheriff, has requested to attend this conference; and

**WHEREAS,** all meals, gas and parking expenses are fully funded through appropriations in the Office of the Sheriff's 2022 budget; and

**WHEREAS,** since Sheriff Hood is a member of the National Sheriffs' Association and on the School Safety Committee, the New York State Sheriffs' Association will reimburse the registration, lodging and travel expenses; and

**WHEREAS,** this request has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications Committee, and the Government Operations Committee;

**NOW, THEREFORE BE IT RESOLVED** that Todd Hood be and hereby is authorized to attend said conference at a cost not to exceed $3,800.00.

Date: April 12, 2022

______________________________
Mary Cavanagh, Chairwoman
Government Operations Committee

**RESOLUTION NO._____**

**AUTHORIZING THE CHAIRMAN TO ENTER INTO A PILOT AGREEMENT WITH RENASOLAR POWER HOLDINGS**

**WHEREAS,** the Madison County Board of Supervisors received correspondence from RenaSolar Power Holdings pursuant to New York State Real Property Tax Law (RPTL) section 487(9) that they intended to construct a solar energy system in the Town of Stockbridge; and

**WHEREAS**, the solar energy systems would be located at 5946 West Road, Munnsville, New York; and

**WHEREAS,** the solar energy system would be one 1.925 megawatt project; and

**WHEREAS**, the PILOT provides that RenaSolar Power Holdings will pay the County, Town, and School District, $4,500.00 per megawatt; and

**WHEREAS,** the County share of the PILOT payment will be 25.2 % and the PILOT will have a 2% annual escalator;

**WHEREAS,** pursuant to RPTL section 487, the PILOT will be for a term of fifteen (15) years; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Chairman of the Board of Supervisors is hereby authorized to enter into a PILOT agreement with ReneSolar Power Holdings for the solar project in the form that is on file with the Clerk of the Board of Supervisors.

Dated: April 12, 2022

____________________________________
**MARY B. CAVANAUGH, Chairwoman**
**Government Operations Committee**

PAYMENT IN LIEU OF TAXES AGREEMENT

FOR SOLAR ENERGY SYSTEMS

between

Town of Stockbridge, NY

Stockbridge Valley Central School District

Madison County, NY

and

ReneSola Power Holdings

Dated as of April 12, 2022

RELATING TO THE PREMISES LOCATED AT 5946 West Rd, Munnsville, NY 13409 (TAX MAP 64.-1-7.1) IN THE TOWN OF STOCKBRIDGE, MADISON COUNTY, NEW YORK.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY, effective as of the date on the cover page, above, by and between ReneSola Power Holdings ("Owner"), a Delaware Limited Liability Company, with a principal place of business located at 850 Canal Street, Stamford, CT, 06902; the Stockbridge Valley CSD, (the "School District"), a school district duly established with a principal place of business located at PO Box 732, 6011 Williams Road, Munnsville, NY 13409; the Town of Stockbridge, New York, (the "Town"), a municipal corporation duly established with a principal place of business at 5314 North Main Street, PO Box 87, Munnsville, NY 13409; and Madison County, New York, a municipal corporation duly established with a principal place of business at 138 North Court Street, Wampsville, NY 13163 (the "County").

The School District, Town and County are herein collectively referred to as the "Taxing Jurisdictions." Owner and the Taxing Jurisdictions are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to each of the Taxing Jurisdictions 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) (herein the "Project") with an expected nameplate capacity ("Capacity'') of approximately 1.925 Megawatts AC on a parcel of land located within the Town/Village/City at 5946 West Road and identified as SBL # 64.-1-7.1, as described in Exhibit A (herein the "Property"); and;

WHEREAS, none of the Taxing Jurisdictions have opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487 (9)(a), the Taxing Jurisdictions have indicated their intent to require a Payment in Lieu of Taxes ("PILOT") Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to each of the Taxing Jurisdictions for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the assessor of the (Town/Village/City) a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, the Parties intend that, during the term of this Agreement, the Project will be placed on the exempt portion of the assessment roll and the Owner will not be assessed for any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project.

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. <u>Representations of the Parties.</u>

(a) The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Owner is duly organized, and a validly existing limited liability company duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation, Certificate of Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdictions or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

(b) The Taxing Jurisdictions hereby represent, warrant, and covenant that, as of the date of this Agreement:

1. The Taxing Jurisdictions are each duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize each of the Taxing Jurisdiction's execution, delivery, and performance of this Agreement, and this Agreement constitutes each of the Taxing Jurisdiction's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the Taxing Jurisdictions except such as have been duly or will be obtained or made.

4. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Taxing Jurisdictions, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Taxing Jurisdictions' ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

2. Tax Exemption; Payment in Lieu of Real Property Taxes.

(a) Tax-Exempt Status of the Project Facility. Pursuant to RPTL 487 the Parties hereto agree that the Project shall be placed by the Taxing Jurisdictions as exempt upon the assessment rolls of the Taxing Jurisdictions. A Real Property Tax Exemption Form (RP 487) has or will be filed with the Taxing Jurisdictions and the Project is eligible for exemption pursuant to RPTL 487 (4).

(b) Owner agrees to make annual payments to the Taxing Jurisdictions in lieu of real property taxes for the Project for a period of fifteen (15) consecutive fiscal tax years; annual payments may not exceed the amounts that would otherwise be payable but for the RPTL 487 exemption. Such 15-year term shall commence on the first taxable status date selected by Owner following commencement of the construction of the Project (the "Commencement Date"), and shall end the fifteenth fiscal year following the Commercial Operations Date. The first annual payment shall be in the amount of $4,500 per Megawatt AC of Capacity (the "Annual Payment"). Thereafter Annual Payments will escalate by 2 percent (2%) per year. Based on the Capacity of 1.925 Megawatts AC, Annual Payments to be made by Owner during the term of this Agreement shall be as listed in Exhibit B. Each Annual Payment will be paid to the Taxing Jurisdictions in accordance with Section 5 of this Agreement; and the annual payment amount and payment date will be noted on an annual bill issued by the Taxing Jurisdictions to the Owner, provided that any failure of the Taxing Jurisdictions to issue such a bill shall not relieve Owner of its obligation to make timely payments under this section.

(c) Owner agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdictions' tax rate, and the Taxing Jurisdictions agree that the payments in lieu of taxes will not be increased on account of an inflation factor or increase in the Taxing Jurisdictions' tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.

(d) The Taxing Jurisdictions shall be paid their portion of the Annual Payment based on their respective share of the total tax rate that would have been applicable to the Project if it were taxable on the Commencement date, and each anniversary of the Commencement date thereafter.

3. Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project is more or less than the 1.925 Megawatts AC on the date when the Project is mechanically complete and Owner has commenced production of electricity, the payments set forth in Exhibit B will be increased or decreased on a pro rata basis.

4. Change in Capacity After Mechanical Completion: Adjustments to Payments. If after the Completion Date the Capacity is increased or decreased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or property or the addition of new Project equipment or property, the Annual Payments set forth in Exhibit B shall be increased or decreased on a pro rata basis for the remaining years of the Agreement.

5. Payment Collection.

Payments for the School District shall be made payable to the Stockbridge Valley CSD School District and mailed to the School District, c/o the Superintendent's Office, located at PO Box 732, 6011 Williams Road, Munnsville, NY 13409 and are due no later than September 15th of each year.

Payments for the Town shall be made payable to the Town of Stockbridge and mailed to the Town of Stockbridge, c/o the Town of Stockbridge Supervisor's Office, located at 5314 North Main Street, PO Box 87, Munnsville, NY 13409 and are due no later than February 15th of each year.

Payments for the County shall be made payable to the County Treasurer and mailed to Madison County, 138 North Court Street, Wampsville, NY 13163, and are due no later than February 15th of each year.

All late payments shall accrue interest at the statutory rate for late tax payments under New York Law. Owner shall pay the reasonable attorney fees, court and other costs incurred by any of the Taxing Jurisdictions in the collection of the unpaid amounts. All payments by the Owner hereunder shall be paid in lawful money of the United States of America.

6. Tax Status. Separate Tax Lot. The Taxing Jurisdictions agree that during the term of this Agreement, the Taxing Jurisdictions will not assess Owner for any real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Taxing Jurisdictions agree that this Agreement will exclusively govern the payments of all such taxes, provided, however, that this Agreement is not intended to affect, and will not preclude the Taxing Jurisdictions and Fire Protection District from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdictions and Fire Protection District to the Project. Nothing in this Agreement shall limit the right of the Owner to challenge the assessment of the Project pursuant to the RPTL.

7. No Assignments Without Prior Notice; Binding Effect.

(a) This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdictions; such consent may not be unreasonably withheld if the Assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdictions, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the reasonable satisfaction of the Taxing Jurisdictions, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A Notice of this Agreement may be recorded by Owner and the Taxing Jurisdictions shall cooperate in the execution of required Assignments with the Owner and its successors. Owner may, with advance written notice to the Taxing Jurisdictions and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

(b) Binding Effect. This PILOT Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdictions, the Owner and their respective successors and assigns.

8. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

9. Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdictions to review and negotiate any such instruments or documents.

10. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:
ReneSola Power Holdings
850 Canal Street, Suite 3D
Stamford, CT, 06902

If to Taxing Jurisdictions:
Stockbridge Valley CSD
6011 Williams Road
PO Box 732
Munnsville, NY 13409

Town of Stockbridge, New York
5314 North Main Street
PO Box 87
Munnsville, NY 13409

Madison County, New York,
138 North Court Street
Wampsville, NY 13163

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdictions 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.

12. Termination Rights of the Owner. Owner may terminate this Agreement at any time by Notice to the Taxing Jurisdictions. Upon receipt of the Notice of Termination, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of the Taxing Jurisdictions. Owner shall be liable for all PILOT payments due in the year of termination, except that if Owner is required to pay any part-year real property taxes, the PILOT payment for that year shall be reduced pro rata so that the Owner is not required to pay both PILOT payments and real property taxes for any period of time.

13. Termination Rights of Taxing Jurisdictions. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdictions may terminate this Agreement on thirty (30) days written notice to Owner if:

a. Owner fails to make timely payments required under this Agreement, unless such payment is received by the Taxing Jurisdictions within the 30-day notice period with interest as stated in this Agreement

b. Owner has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;

14. Remedies; Waiver And Notice. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any breach of an obligation hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

15. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

16. Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

17. No Third Party Beneficiaries. The Parties state that there are no third party beneficiaries to this Agreement.

18. 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.

19. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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.

By: Renesola Power Holdings

______________________________
Name

______________________________
Title

______________________________
Date

TAXING JURISDICTION OF

Stockbridge Valley CSD

______________________________
Superintendent

______________________________
Date

TAXING JURISDICTION OF

Town Of Stockbridge, New York

________________________________
Supervisor / Mayor

________________________________
Date

TAXING JURISDICTION OF

Madison County, New York

________________________________
John M. Becker, Chairman
Madison County Board of Supervisors

________________________________
Date

# EXHIBIT A

## Description of Land

The solar farm will be located on a property located at 5946 West Road, Munnsville, NY 13409, owned by Barbara Walvoord, Trustee for the Walvoord Trust. The project site occupies an area of 14.74 acres leased by ReneSola Power Holdings.

The solar farm will have an expected peak generation capacity of approximately 1.925 megawatts (MWac). The proposed project will involve the installation and construction of:

- 4,368 solar panels on single axis trackers.
- 7 string solar inverters.
- 2 step-up transformers
- 2 Switchboards
- Underground and overhead wiring.
- Site access road.
- Fence to enclose the solar farm.

All the proposed work and equipment will comply with US standards and certifications, and it will take place within the identified property.

The land is quite flat in its present state and is currently being agriculturally farmed. There will be no clearing of vegetation. We do not anticipate any fill being required on site.

The new solar farm will be entirely surrounded by a chain linked fence, topped with barbed wire for public safety and site security. There will be a 20ft setback from the fence to the array.

A setback distance of 292ft on the North side from Green Road, 500ft on the West side from West Road, 224ft on the South side from the neighboring property and 234ft on the East side for the neighboring property.

EXHIBIT B

| Year | School District Payment Amount | County Payment Amount | Town Payment Amount |
|---|---|---|---|
| 1 | $5,082.64 | $2,182.96 | $1,396.89 |
| 2 | $5,184.30 | $2,226.62 | $1,424.83 |
| 3 | $5,287.98 | $2,271.15 | $1,453.33 |
| 4 | $5,393.74 | $2,316.58 | $1,482.39 |
| 5 | $5,501.62 | $2,362.91 | $1,512.04 |
| 6 | $5,611.65 | $2,410.17 | $1,542.28 |
| 7 | $5,723.88 | $2,458.37 | $1,573.13 |
| 8 | $5,838.36 | $2,507.54 | $1,604.59 |
| 9 | $5,955.13 | $2,557.69 | $1,636.68 |
| 10 | $6,074.23 | $2,608.84 | $1,669.42 |
| 11 | $6,195.72 | $2,661.02 | $1,702.80 |
| 12 | $6,319.63 | $2,714.24 | $1,736.86 |
| 13 | $6,446.02 | $2,768.52 | $1,771.60 |
| 14 | $6,574.94 | $2,823.89 | $1,807.03 |
| 15 | $6,706.44 | $2,880.37 | $1,843.17 |

**RESOLUTION NO._______**

**CREATING TWO TEMPORARY POSITIONS IN THE PLANNING DEPARTMENT'S WORKFORCE DEVELOPMENT DIVISION**

**WHEREAS**, the Madison County Planning Department's Workforce Development Division will operate a Workforce Innovation & Opportunity Act (WIOA) and/or Temporary Assistance for Needy Families (TANF) Summer Youth Employment Program during 2022 if funds are appropriated; and

**WHEREAS**, this summer program may employ up to one hundred (100) youths, ages 14-21 (age depends on the funding streams), which may require up to two (2) temporary Summer Youth Counselor positions; and

**WHEREAS**, the wages and fringe for the Summer Youth Counselor positions are one hundred percent (100%) federally funded under the WIOA and TANF programs; and

**WHEREAS**, the County Planning Director certifies that no hiring will occur until official word of appropriation is received; and

**WHEREAS**, the request was submitted in accordance with the vacancy review procedure and has been approved by the Planning, Economic Development, Environmental and Intergovernmental Affairs and Government Operations Committees;

**NOW THEREFORE BE IT RESOLVED**, that the two (2) Summer Youth Counselor positions be and hereby are created, if appropriations are received, at an hourly rate not to exceed $18.00 per hour; and

**BE IT FURTHER RESOLVED**, that the County Planning Director is hereby authorized to fill the positions for the period May 10, 2022 through August 5, 2022, in accordance with Civil Service Law and Rule provided appropriations are received that warrant the positions.

Dated: April 12, 2022

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Mary B. Cavanagh, Chairwoman
Government Operations Committee

## RESOLUTION NO. ______

## CREATING A STAFF SOCIAL WORKER POSITION IN THE MENTAL HEALTH DEPARTMENT

**WHEREAS**, the Mental Health Director has evaluated the staffing structure of the department and has determined that the demand for services justify an additional staff social worker position being added to the department in order to respond to patients needs in a timely manner; and

**WHEREAS**; access and quality of care for patients will be improved with the addition of this position; and

**WHEREAS**, the Personnel Officer certifies that Staff Social Worker is the appropriate classification based on the description of duties submitted for this position; and

**WHEREAS**, the salary and fringe benefits for the position are fully funded through expected revenue generated by this position; and

**WHEREAS**, this request was reviewed and approved in accordance with the vacancy review procedure by the Health and Human Services Committee and the Government Operations Committee,

**BE IT FURTHER RESOLVED** that one (1) full-time Staff Social Worker position be and hereby is created effective immediately,

**BE IT FURTHER RESOLVED** that the Mental Health Director be and hereby is authorized to fill said position in accordance with Civil Service Law and Rule and the Agreement between the County and the Civil Service Employees' Association, Inc. White Collar Unit, effective immediately.

DATED: April 12, 2022

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Mary B. Cavanagh, Chairwoman
Government Operations Committee

**RESOLUTION NO. ______**

**CREATING A FULL-TIME PERMANENT PRINCIPAL ACCOUNT CLERK POSITION IN THE DEPARTMENT OF SOLID WASTE MANAGEMENT**

**WHEREAS**, the Director of Solid Waste Management has evaluated the staffing structure of the department and has determined the need for an additional full-time permanent clerical support position; and

**WHEREAS**, the Personnel Officer certifies that Principal Account Clerk is the appropriate classification based on the description of duties submitted for this position; and

**WHEREAS**, this request has been reviewed and approved in accordance with the vacancy review procedure by the Solid Waste and Recycling and the Government Operations Committees,

**NOW, THEREFORE BE IT RESOLVED** that one (1) full-time Principal Account Clerk position be and hereby is created effective immediately; and

**BE IT FURTHER RESOLVED** that the Director of Solid Waste Management be and hereby is authorized to fill said position in accordance with Civil Service Law and Rule and the contract between the County and the Civil Service Employees' Association, Inc. White Collar Unit effective immediately.

Dated: April 12, 2022

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Mary B. Cavanagh, Chairwoman
Government Operations Committee

**RESOLUTION NO._____**

**DECLARING THE WEEK OF MAY 1 – 7, 2022 AS**
**“PUBLIC SERVICE RECOGNITION WEEK”**

**WHEREAS**, the Madison County Board of Supervisors believes public servants deserve thanks throughout the year for the work they do each and every day; and

**WHEREAS**, the Board of Supervisors recognizes the contributions of its employees as they continue to provide services to our citizens and assist in the cost efficient and effective use of tax dollars; and

**WHEREAS,** the Board of Supervisors wishes to honor our County employees as they continue to provide quality government programs and services for a better Madison County;

**NOW, THEREFORE, BE IT RESOLVED** that the Madison County Board of Supervisors, does hereby declare the week of May 1 – 7, 2022 as:

**“PUBLIC SERVICE RECOGNITION WEEK”**

DATED: April 12, 2022

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Mary B. Cavanagh, Chairwoman
Government Operations Committee