

CLOSING ITEM NO.: A-8

COUNTIES OF WARREN AND WASHINGTON
INDUSTRIAL DEVELOPMENT AGENCY

AND

CHPE LLC

UNIFORM AGENCY PROJECT AGREEMENT

DATED AS OF JANUARY 1, 2022

RELATING TO FINANCIAL ASSISTANCE GRANTED BY THE AGENCY WITH RESPECT TO CERTAIN UPLAND PARCELS OF LAND AND IN THE COMPANY'S INTERIM PERMIT AND EASEMENT ISSUED BY THE NEW YORK STATE OFFICE OF GENERAL SERVICES ("OGS") IN RELATION TO SUBMERGED STATE-OWNED LAND, SUCH UPLAND AND SUBMERGED LANDS LOCATED IN THE TOWNS OF PUTNAM, DRESDEN, WHITEHALL, FORT ANN, HARTFORD, KINGSBURY AND FORT EDWARD, AND VILLAGES OF WHITEHALL, FORT ANN AND FORT EDWARD, WASHINGTON COUNTY, NEW YORK.

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UNIFORM AGENCY PROJECT AGREEMENT

THIS UNIFORM AGENCY PROJECT AGREEMENT dated as of January 1, 2022 (the "Uniform Agency Project Agreement") by and between COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York (the "State") having an office for the transaction of business located at 5 Warren Street, Glens Falls, New York (the "Agency") and CHPE LLC, a limited liability company duly organized and validly existing under the laws of the State of New York having an office for the transaction of business located at 600 Broadway, Albany, New York (the "Company");

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York, as amended; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 862 of the Laws of 1971 of the State (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, the Company presented an application, as amended (the "Application") to the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project to include the following: (A) (1) the acquisition of an interest in the Company's interest in certain upland parcels of land and in the Company's interim permit and easement issued by the New York State Office of General Services ("OGS") in relation to submerged State-owned land, such upland and submerged lands located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York (collectively, the "Land"), (2) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt ("MW") high-voltage direct current ("HVDC") electric transmission line and related infrastructure (collectively, the "Improvements") and (3) the acquisition and installation thereon and therein of certain related machinery and equipment, including but not limited to, two (2) five-inch diameter HVDC transmission cables (collectively, the "Equipment") (the Land, the Improvements and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be used and operated by the Company as a portion of an electric

transmission line from the U.S.-Canada border to New York City; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency (the “Public Hearing Resolution”), the Agency authorized a public hearing or public hearings to be held pursuant to Section 859-a of the Act with respect to the Project; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chairman of the Agency (A) caused notice of a public hearing of the Agency (the “First Public Hearing”) pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on June 25, 2021 to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located, (B) caused notice of the First Public Hearing to be posted on bulletin boards located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and the Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York, (C) caused notice of the First Public Hearing to be published in the Post Star, a newspaper of general circulation available to the residents of the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York, (D) conducted the First Public Hearing on July 8, 2021 at 6:30 p.m., local time at the Town Halls located at the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and (E) prepared a report of the First Public Hearing (the “First Hearing Report”) fairly summarizing the views presented at such First Public Hearing and caused copies of said First Hearing Report to be made available to the members of the Agency; and

WHEREAS, contemporaneously with the holding of the First Public Hearing, and in accordance with the Agency’s Uniform Tax Exemption Policy, the governing boards of Washington County, the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, the Villages of Whitehall, Fort Ann and Fort Edward and the Putnam Central School District, Whitehall Central School District, Hudson Falls Central School District, Fort Edward Central School District and Fort Ann Central School District (collectively hereinafter referred to as the “Affected Tax Jurisdictions”) have each adopted resolutions approving the terms of a payment in lieu of tax agreement and a host community benefit agreement to be entered into in connection with the undertaking of the Project; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”), and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the “Regulations”, and collectively with the SEQR Act, “SEQRA”), the Agency must satisfy the requirements contained in SEQRA prior to making a final determination whether to undertake the Project; and

WHEREAS, Sections 617.5(a) and 617.5(c)(44) of the Regulations provide that actions requiring a certificate of environmental compatibility and public need under Article VII of the Public Service Law constitute “Type II” actions and are not subject to review under the Regulations, and Section 8-0111 of the SEQR Act further provides that the requirements of the SEQR Act do not apply to actions subject to the provisions requiring a certificate of environmental compatibility and public need in Article VII of the Public Service Law; and

WHEREAS, pursuant to the Regulations, the Agency has examined the Application, the Regulations, the SEQRA Act, and other relevant materials, in order to classify the Project for purposes of SEQRA review; and

WHEREAS, the Application provides that the Project has been issued a Certificate of Environmental Compatibility and Public Need under Article VII of the Public Service Law by the Public Service Commission of the State of New York; and

WHEREAS, by further resolution adopted by the members of the Agency on August 16, 2021 (the "Approving Resolution"), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of January 1, 2022 (the "Lease Agreement") between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the "Basic Documents"). Pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company; and

WHEREAS, in December, 2021, the Agency received additional information from the Company with respect to the Project from the Company, which information provided the Agency with revised Project costs resulting in the need for the Agency, pursuant to Section 859-a of the Act, to hold a second public hearing with respect to the Project and the amount of the Financial Assistance; and

WHEREAS, the Chairman of the Agency (A) caused notice of a second public hearing of the Agency (the "Second Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located, (B) caused notice of the Second Public Hearing to be posted on bulletin boards located in the Washington County Municipal Building located at 383 Broadway in the Town of Fort Edward, New York, (C) caused notice of the Second Public Hearing to be published in the Post Star, a newspaper of general circulation available to the residents of the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York, (D) conducted the Second Public Hearing on December 28, 2021 at 6:30 p.m., local time at the Washington County Municipal Building located at 383 Broadway in the Town of Fort Edward, New York, and (E) prepared a report of the Second Public Hearing (the "Second Hearing Report") fairly summarizing the views presented at such Second Public Hearing and caused copies of said Second Hearing Report to be made available to the members of the Agency; and

WHEREAS, following the Second Public Hearing, the Agency held a meeting on December 28, 2021, whereby the Agency adopted a resolution (the "Amended Approving Resolution") determining to amend the Approving Resolution to reflect the revised Project costs and the amount of the Financial Assistance being granted to the Company; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency a certain lease to agency dated as of January 1, 2022 (the "Underlying Lease") by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency the Project Facility; (B) the Company and the Agency will execute and deliver (1) a certain payment in lieu of tax agreement dated as of January 1, 2022 (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, (2) a certain recapture agreement (the "Section 875 GML Recapture Agreement") by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of

certain sales and use taxes; (C) the Agency and the Company will execute and deliver the uniform agency project agreement dated as of January 1, 2022 (the “Uniform Agency Project Agreement”) by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (D) the Agency will file with the assessor and mail to the chief executive officer of each “affected tax jurisdiction” (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the “Real Property Tax Exemption Form”) relating to the Project Facility and the Payment in Lieu of Tax Agreement; (E) the Agency will execute and deliver to the Company a sales tax exemption letter (the “Sales Tax Exemption Letter”) to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance and (F) the Agency will file with the New York State Department of Taxation and Finance the form entitled “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (the form required to be filed pursuant to Section 874(9) of the Act) (the “Thirty-Day Sales Tax Report”) with respect to the Company and any indirect agent appointed by the Company pursuant to the Lease Agreement; and

WHEREAS, (A) the Agency has established certain policies allowing denial of Financial Assistance to any project which does not deliver the public benefits promised at the time said project was approved by the Agency (the “Public Benefits”), (B) the Agency is unwilling to grant Financial Assistance to a project unless the beneficiary of such project agrees that the amount of Financial Assistance to be received by such beneficiary with respect to such project shall be contingent upon, and shall bear a direct relationship to, the success or lack of success of such project in delivering the promised Public Benefits, and (C) the Agency has created this Uniform Agency Project Agreement in order to establish the conditions under which the Agency will be entitled to recapture some or all of the Financial Assistance that has been granted to the Company under the Basic Documents if the Project is unsuccessful in whole or in part in delivering the promised Public Benefits; and

WHEREAS, the Company desires to receive certain Financial Assistance from the Agency with respect to the Project, and accordingly is willing to enter into this Uniform Agency Project Agreement in order to secure such Financial Assistance from the Agency; and

WHEREAS, all things necessary to constitute this Uniform Agency Project Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Uniform Agency Project Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS TO WIT:

ARTICLE I

DEFINITIONS

SECTION 1.01. DEFINITIONS. All capitalized terms used herein and not otherwise defined herein shall have the same meanings as set forth in the Lease Agreement. The following words and terms used in this Uniform Agency Project Agreement shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent.

“Affected Tax Jurisdictions” means, collectively, Washington County, the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, the Villages of Whitehall, Fort Ann and Fort Edward and the Putnam Central School District, Whitehall Central School District, Hudson Falls Central School District, Fort Edward Central School District and Fort Ann Central School District.

“Application” means the application submitted by the Company to the Agency in December 2020, as amended, with respect to the Project, a copy of which is attached as Schedule D, in which the Company (A) described the Project, (B) requested that the Agency grant certain Financial Assistance with respect to the Project, and (C) indicated the Public Benefits that would result from approval of the Project by the Agency.

“Basic Documents” shall have the meaning set forth in the Lease Agreement, and includes this Uniform Agency Project Agreement, the Payment in Lieu of Tax Agreement and the Host Community Benefits Agreement.

“Closing Date” means the date on which the Basic Documents are executed and delivered by the Company and the Agency.

“Commercial Operation Date” means the date on which the Company has completed construction and operational testing of the Project Facility and has established that the Project Facility is capable of continuous electrical transmission at its maximum capacity and has undergone line loss testing, as evidenced by the date stated in the Company’s notice to the New York Independent System Operator that the Project Facility has become or will become commercially operational. The Commercial Operation Date is anticipated to be December 31, 2025; provided, however, that if such date is to be later than December 31, 2025, the Company shall provide a written explanation regarding the basis for the delay, and except in the context of a Triggering Event, in no event shall such date be later than December 31, 2026, without the prior written consent of the Agency, which consent shall not be unreasonably withheld, conditioned or delayed. The Commercial Operation Date shall be automatically extended beyond December 31, 2026 upon the occurrence of a Triggering Event, and the period of such extension shall equal the time period of the delay actually caused by the Triggering Event (and not the time period of the delay projected to be caused by the Triggering Event). In connection with any Triggering Event, the Company shall provide the Agency with the following: (A), within thirty (30) days of the Triggering Event, a written explanation of the Triggering Event, together with a projection as to the estimated time period of the delay caused by the Triggering Event, and (B), within thirty (30) days of the end of the Triggering Event, a written notice of the end of the Triggering Event.

“Completion Date” means the earlier to occur of (A) the Commercial Operations Date or (B) such date as shall be certified by the Company to the Agency as the date of completion of the Project pursuant to Section 4.2 of the Lease Agreement.

“Construction Financing” means the construction loan(s) providing financing to the Company for the purpose of undertaking the Project. The Construction Financing is anticipated to occur on or before

March 31, 2022; provided, however, that if such date is to be later than March 31, 2022, the Company shall provide a written explanation regarding the basis for the delay, and except in the context of a Triggering Event, in no event shall such date be later than March 31, 2023, without the prior written consent of the Agency, which consent shall not be unreasonably withheld, conditioned or delayed. The Construction Financing shall be automatically extended beyond March 31, 2023 upon the occurrence of a Triggering Event, and the period of such extension shall equal the time period of the delay actually caused by the Triggering Event (and not the time period of the delay projected to be caused by the Triggering Event). In connection with any Triggering Event, the Company shall provide the Agency with the following: (A), within thirty (30) days of the Triggering Event, a written explanation of the Triggering Event, together with a projection as to the estimated time period of the delay caused by the Triggering Event, and (B), within thirty (30) days of the end of the Triggering Event, a written notice of the end of the Triggering Event.

“Construction Period” means the period of time beginning on the Closing Date and ending on the Completion Date.

“Corporation” means (A) The Counties of Warren and Washington County Civic Development Corporation and its successors and assigns, and (B) any public instrumentality or other political subdivision resulting from or surviving any consolidation or merger to which The Counties of Warren and Washington County Civic Development Corporation or its successors or assigns may be a party.

“Economic Development Payments” means, collectively, an amount equal to \$4,000,000, payable by the Company in accordance with the terms of Section 3.02(B) hereof.

“Expiration Date” means December 31 of the calendar year in which the last PILOT Payment pursuant to the Payment in Lieu of Tax Agreement is due. For illustrative purposes, if the Commercial Operation Date is December 15, 2025, the last PILOT Payment would be due on June 30, 2055 and the Expiration Date would be December 31, 2055.

“Equipment” shall have the meaning set forth in the Lease Agreement.

“Financial Assistance” means exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes as more particularly described in the Basic Documents.

“Host Community Benefits Agreement” means the host community benefits agreement dated as of January 1, 2022 by and between the Company and the Corporation, pursuant to which, among other things, the Company has agreed to make the Host Community Benefit Payments described in the Host Community Benefits Agreement, as said agreement may be amended or supplemented from time to time.

“Host Community Benefit Payments” means the host community benefit payments payable by the Company under the Host Community Benefits Agreement.

“Land” means the interest(s) in real property leased to the Agency pursuant to the Underlying Lease, as more particularly described on Exhibit A attached to the Lease Agreement, as may be supplemented from time to time with Supplemental Land.

“Lease Agreement” means the lease agreement dated as of January 1, 2022 by and between the Agency, as landlord, and the Company, as tenant, pursuant to which, among other things, the Agency has leased the Project Facility to the Company, as said lease agreement may be amended or supplemented from time to time.

“Payment in Lieu of Tax Agreement” means the payment in lieu of tax agreement dated as of January 1, 2022 by and between the Agency and the Company, pursuant to which the Company has agreed to make payments in lieu of taxes with respect to the Project Facility, as such agreement may be amended or supplemented from time to time.

“PILOT Payments” means the payment in lieu of tax payments payable by the Company under the Payment in Lieu of Tax Agreement.

“Project” shall have the meaning set forth in the Lease Agreement.

“Project Facility” means, collectively, the Land, the Facility, and the Equipment.

“Recapture Event” shall mean the following:

- (1) failure to complete the acquisition, construction, installation and equipping of the Project Facility by the Completion Date;
- (2) Reserved;
- (3) liquidation of substantially all of the Company’s operating assets and/or cessation of substantially all of the Company’s operations;
- (4) relocation of all or substantially all of Company’s operations at the Project Facility to another site, or the sale, lease or other disposition of all or substantially all of the Project Facility in violation of the Basic Documents;
- (5) Reserved;
- (6) failure by the Company to comply with the annual reporting requirements or to provide the Agency with requested information;
- (7) sublease of all or part of the Project Facility in violation of the Basic Documents;
- (8) a change in the use of the Project Facility, other than as a portion of an electric transmission line from the U.S.-Canada border to New York City and other directly and indirectly related uses;
- (9) failure by the Company to make an actual investment in the Project by the Completion Date equal to or exceeding 80% of the Total Project Costs as set forth in the Application; or
- (10) any representation or warranty made by the Company in this Uniform Agency Project Agreement or in any other Basic Document proves to have been false at the time it was made.

“Recapture Period” means an approximately fifteen (15) year period commencing on the Closing Date and ending on the December 31 that is the tenth (10th) anniversary of the Commercial Operation Date. The length of such Recapture Period assumes a Construction Period of approximately five (5) years. For illustrative purposes, if the Commercial Operation Date is December 15, 2025, the Recapture Period would end on December 31, 2035.

“System” means a fully-buried, up to 1,250-megawatt HVDC electric transmission line from the U.S.-Canada border to New York City.

“Total Company Annual Payments” means, collectively, the PILOT Payments and the Host Community Benefit Payments, as described in Schedule A attached hereto.

“Triggering Event” means the occurrence of any of the following: (i) a final order of the Public Service Commission of the State of New York approving the Tier 4 REC Purchase and Sale Agreement between Hydro-Québec and NYSERDA is not issued or determined to be non-appealable by April 30, 2023; (ii) all necessary real property interests for the System are not obtained or under contract by the Company by April 30, 2023; or (iii) commissioning of the System is not commenced by September 1, 2026 due to documentable third party delays or a “force majeure” event, as defined in the fourth sentence of Section 10.01(B) of the Lease Agreement (with such definition not subject to other limitations within that Section).

SECTION 1.02. INTERPRETATION. In this Uniform Agency Project Agreement, unless the context otherwise requires:

(A) the terms “hereby”, “hereof”, “herein”, “hereunder” and any similar terms as used in this Uniform Agency Project Agreement, refer to this Uniform Agency Project Agreement, and the term “heretofore” shall mean before, and the term “hereafter” shall mean after, the date of this Uniform Agency Project Agreement;

(B) words of masculine gender shall mean and include correlative words of feminine and neuter genders;

(C) words importing the singular number shall mean and include the plural number, and vice versa;

(D) any headings preceding the texts of the several Articles and Sections of this Uniform Agency Project Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Uniform Agency Project Agreement nor affect its meaning, construction or effect; and

(E) any certificates, letters or opinions required to be given pursuant to this Uniform Agency Project Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Uniform Agency Project Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant, and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State to enter into this Uniform Agency Project Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Uniform Agency Project Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery, and performance of this Uniform Agency Project Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Uniform Agency Project Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

SECTION 2.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. The Company does hereby represent, warrant, and covenant as follows:

(A) Power. The Company is a limited liability company duly organized and validly existing under the laws of the State of New York, is duly authorized to do business in the State and has the power under the laws of the State of New York to enter into this Uniform Agency Project Agreement and to perform and carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement, and by proper action of its members has been duly authorized to execute, deliver and perform this Uniform Agency Project Agreement.

(B) Authorization. The Company is authorized and has the power under its articles of organization, operating agreement and the laws of the State of New York to enter into this Uniform Agency Project Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement. By proper action of its members, the Company has duly authorized the execution, delivery, and performance of this Uniform Agency Project Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Uniform Agency Project Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement by (and the execution, delivery and performance of this Uniform Agency Project Agreement, the consummation of the transactions

contemplated hereby and the fulfillment of and compliance with the provisions of this Uniform Agency Project Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its articles of organization, operating agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Uniform Agency Project Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Uniform Agency Project Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this Uniform Agency Project Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization (which has not been heretofore obtained or which is not likely to be obtained in the ordinary course of business after the Closing Date) of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery, or performance of this Uniform Agency Project Agreement by the Company or as a condition to the validity of this Uniform Agency Project Agreement.

ARTICLE III

COVENANTS AND AGREEMENTS

SECTION 3.01. FINANCIAL ASSISTANCE. (A) Financial Assistance. In the Application, the Company certified to the Agency employment information with respect to the Project Facility, and the operations of the Company. In reliance on the certifications provided by the Company in the Application, the Agency agrees to provide the Company with the following Financial Assistance related to the Project:

- | | |
|---|--------------------------|
| (1) sales and use tax exemptions: | \$29,286.946 (estimate) |
| (2) a mortgage recording tax exemption: | \$5,229,812 (estimated) |
| (3) a real property tax exemption: | \$84,525,413 (estimated) |

(B) Description of Project and Public Purpose of Granting Financial Assistance to the Project. In the Application and in the discussions had between the Company and the Agency with respect to the Company's request for Financial Assistance from the Agency with respect to the Project, the Company has represented to the Agency as follows:

(1) That the Project is described as follows: (1) the acquisition of an interest in the Company's interest in certain upland parcels of land and in the Company's interim permit and easement issued by the New York State Office of General Services ("OGS") in relation to submerged State-owned land, such upland and submerged lands located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York (collectively, the "Land"), (2) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt ("MW") high-voltage direct current ("HVDC") electric transmission line and related infrastructure (collectively, the "Improvements") and (3) the acquisition and installation thereon and therein of certain related machinery and equipment, including but not limited to, two (2) five-inch diameter HVDC transmission cables (collectively, the "Equipment") (the Land, the Improvements and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be used and operated by the Company as a portion of an electric transmission line from the U.S.-Canada border to New York City.

(2) That the Project will furnish the following benefits to the residents of Warren and Washington Counties, New York (the "Public Benefits"): see Exhibit A to the Approving Resolution.

(C) Payment in Lieu of Tax Agreement. A copy of the Payment in Lieu of Tax Agreement is attached as Schedule C. The attached Payment in Lieu of Tax Agreement describes the dates the PILOT Payments are to be made and includes a table describing the amount of PILOT Payments to be made.

(D) Contingent Nature of the Financial Assistance. Notwithstanding the provisions of Section 3.01(A) of this Uniform Agency Project Agreement, the Agency and the Company agree that the amount of Financial Assistance to be received by the Company with respect to the Project shall be contingent upon, and shall bear a direct relationship to, the success or lack of success of the Project in delivering the promised Public Benefits.

(E) Application. The Company represents and warrants that the information contained in the Application is true and correct.

SECTION 3.02. COMPANY AGREEMENTS. The Company hereby agrees as follows:

(A) Total Company Annual Payments. The Company agrees to make the Total Company Annual Payments.

(1) The amount of Total Company Annual Payments is described in Schedule A attached.

(2) The Company and the Agency agree that the Total Company Annual Payments are based on an estimated cost of the Project equal to \$418,384,946. The Agency may retain an independent consultant to (I) verify the estimated cost of the Project as of the Closing Date for the purpose of finalizing the amount of the Total Company Annual Payments, and (II) using such Total Company Annual Payments, verify the calculations of the PILOT Payments and the formula for allocation among the Affected Tax Jurisdictions as of the Commercial Operation Date. The costs of such consultants will be reviewed and agreed upon by the Company in advance and such costs will be the obligation of the Company.

(3) The Total Company Annual Payments will be divided between PILOT Payments and Host Community Benefit Payments, and the amount of such payments and the dates upon which such payments are to be made by the Company, are set forth in the Payment in Lieu of Tax Agreement and the Host Community Benefits Agreement.

(4) In the event that the cost of the Project is less than \$418,384,946, there will not be a downward adjustment of the amount of the Total Company Annual Payments.

(B) Economic Development Payments. The Company agrees to make Economic Development Payments to the Corporation as follows:

(1) On the first business day of the month following the Company's receipt of its first draw under the Construction Financing, notice of which will be provided to the Agency pursuant to the IDA Document Escrow Agreement (as defined in the Lease Agreement), the Company will make an Economic Development Payment of \$2,000,000 to the Corporation.

(2) On the first business day of the month following the Commercial Operation Date, the Company will make an Economic Development Payment of \$2,000,000 to the Corporation.

(C) Administrative Payment of the Agency. The Company agrees to make the following administrative fee payments to the Agency:

(1) On the Closing Date, an amount equal to **\$635,481**, representing the Agency administrative fee (as described in the published Agency Fee Schedule). Such fee may be adjusted based on the estimated cost of the Project, as determined in Section 3.02(A)(2)(I) above, with the prior written consent of the Company.

(2) An annual administrative payment in an amount equal to \$7,500, with the first such payment due on the first January 15 occurring after the Company's receipt of its first draw under the Construction Financing, and thereafter such payment will be due annually on each January 15 during the term of this Uniform Agency Project Agreement.

(D) Project Information. The Company is required to prepare an Environmental Management and Construction Plan (“EMCP”) prior to commencement of construction of the Project Facility and to provide a copy of the EMCP to Washington County. The Company shall provide a copy of the EMCP to the Agency at the same time it is provided to Washington County and in connection therewith will further provide the Agency, prior to commencement of construction of the Project Facility, with written information describing the Project, including the following: (1) how the transmission line will exit Lake Champlain and enter the land in Washington County, and (2) the installation of the transmission line in the roadways and the extent of the reconstruction of such roads in connection with such installation, in form and substance satisfactory to the Agency, to the extent such information is not already described in the EMCP.

(E) Filing – Annual. To file with the Agency as required under Applicable Law, on an annual basis, within sixty (60) days after the end of each calendar year, an annual status report (the “Annual Status Report,” in substantially the form attached hereto as Schedule E).

(F) Construction Labor and Project Material Purchases. The Agency and the Company acknowledge and agree with the following regarding the undertaking of the Project:

(1) That the undertaking of the Project involves the hiring of specialized construction labor and the making of specialized material purchases.

(2) That, accordingly, the Agency has not, in connection with the granting of the Financial Assistance, required the Company to satisfy any particular levels of local hiring or local material purchases.

(3) That, in any event, the hiring of local construction labor and the making of local material purchases in Warren and Washington Counties will advance the job opportunities, health, general prosperity and economic welfare of the people of the State and Warren and Washington Counties and improve their standard of living.

(4) Accordingly, the Company agrees to endeavor to and to use reasonable efforts to hire local labor and to make local material purchases in Warren and Washington Counties when reasonably possible in connection with the undertaking of the Project.

(5) The Company will provide information to the Agency of its efforts regarding local hiring and local material purchases in the Annual Status Report described in Section 3.02(E) above.

(G) Employment Matters. The Agency and the Company agree and acknowledge that the Company has not agreed to maintain or create any permanent employees in connection with the undertaking of the Project. In the event that the Company does create any permanent employees in Washington County in connection with undertaking the Project, the Company agrees to comply with the following:

(1) To list new employment opportunities created as a result of the Project with the following entities (hereinafter, the “OET Entities”): (1) the New York State Department of Labor Community Services Division and (2) the Washington County Office of Employment and Training, the administrative entity of the service delivery area created by the Federal Job Training Partnership Act (P.L. No. 97-300) in which the Project Facility is located (while currently cited in

Section 858-b of the Act, the Federal Job Training Partnership Act was repealed effective June 1, 2000, and has been supplanted by the Workplace Investment Act of 1998 (P.L. No. 105-220)).

(2) Except as otherwise provided by collective bargaining agreement, the Company agrees, where practicable, to first consider for any new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the OET Entities.

(3) At all times during the term of this Uniform Agency Project Agreement, the Company shall not discriminate against any employee or applicant for employment because of race, color, creed, age, sex or national origin. The Company shall use its best efforts to ensure that employees and applicants for employment with the Company or any subtenant of the Project Facility are treated without regard to their race, color, creed, age, sex, or national origin. As used herein, the term "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; downgraded; demoted; transferred; laid off; and terminated.

(4) The Company agrees that, in all solicitations or advertisements for employees placed by or on behalf of the Company during the term of this Uniform Agency Project Agreement, the Company will state in substance that all qualified applicants will be considered for employment without regard to race, color, creed or national origin, age or sex.

(H) PILOT Reporting. Within sixty (60) days after the end of each calendar year, the Company shall furnish to the Agency a certificate of an Authorized Representative of the Company stating that all payment in lieu of tax payments for the prior calendar year have been paid on time. In the event that such payments have not been paid on time, the Company shall certify as to the nature and period of non-payment and what action the Company has taken or proposes to take with respect compliance with future payment requirements. Such certification may be made by the Company on the Annual Status Report required pursuant to Section 3.02(E) hereof.

(I) Access to the Project Facility. As provided in Section 8.3 of the Lease Agreement, the Company agrees that the Agency and its duly authorized agents shall have the right at all reasonable times during normal business hours and upon reasonable advance written notice to enter upon and to examine and inspect the Project Facility for the purpose of confirming the information and certificates provided by the Company pursuant to this Uniform Agency Project Agreement, including, but not limited to, the representations contained in the Application.

(I) Time of Payments. The Company agrees to pay the amounts due hereunder within fifteen (15) business days of the date that such amounts are due.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

SECTION 4.01. EVENTS OF DEFAULT DEFINED. (A) The following shall be “Events of Default” under this Uniform Agency Project Agreement, and the terms “Event of Default” or “default” shall mean, whenever they are used in this Uniform Agency Project Agreement, any one or more of the following events:

- (1) A default in the performance or observance of any of the covenants, conditions or agreements on the part of the Company in this Uniform Agency Project Agreement and the continuance thereof for a period of sixty (60) days after written notice thereof is given by the Agency to the Company, provided that, if such default is capable of cure but cannot be cured within such sixty (60) day period, the failure of the Company to commence to cure within such sixty (60) day period and to prosecute the same with due diligence.
- (2) The occurrence of an “Event of Default” under any other Basic Document.
- (3) Any representation or warranty made by the Company herein or in any other Basic Document proves to have been materially false at the time it was made.

SECTION 4.02. REMEDIES ON DEFAULT. (A) Whenever any Event of Default hereunder shall have occurred, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

- (1) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable, (a) all amounts due and payable (without acceleration) at the time of such notice pursuant to Section 5.3 of the Lease Agreement, and (b) all other payments due and payable (without acceleration) at the time of such notice under this Uniform Agency Project Agreement or any of the other Basic Documents; or
- (2) terminate the Lease Agreement and the Payment in Lieu of Tax Agreement and convey to the Company all the Agency’s right, title and interest in and to the Project Facility (the conveyance of the Agency’s right, title and interest in and to the Project Facility shall be effected by the delivery by the Agency of the Termination of Underlying Lease. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from any such termination); or
- (3) take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements, or covenants of the Company under this Uniform Agency Project Agreement.

(B) No action taken pursuant to this Section 4.02 (including repossession of the Project Facility) shall relieve the Company from its obligations to make any payments required by this Uniform Agency Project Agreement and the other Basic Documents.

SECTION 4.03. RECAPTURE OF FINANCIAL ASSISTANCE. (A) General. Upon the occurrence of a Recapture Event that occurs and is continuing during the Recapture Period, the Agency may require the Company to provide for the recapture of the Project Financial Assistance provided as of the date of

determination, all in accordance with the terms of this Section 4.03. The Company hereby agrees, if requested by the Agency, to pay within thirty (30) days to the Agency the recapture of the Project Financial Assistance, as provided in this Section 4.03 if the Company does not cure such Recapture Event during such period.

(B) Project Financial Assistance to be Recaptured. The Project Financial Assistance to be recaptured, as adjusted by the provisions of Section 4.03(C) below, by the Agency from the Company upon the occurrence and continuance of a Recapture Event during the Recapture Period shall be an amount equal to a percentage (as provided in subsection (C) below) multiplied by the sum of the following:

(1) the portion of the amount of New York State sales and use taxes allocable to Washington County that the Company would have paid as of the date of determination in connection with the undertaking of the Project if the Project Facility was privately owned by the Company and not deemed owned or under the jurisdiction and control of the Agency;

(2) the amount of any mortgage recording tax exemption provided by the Agency to the Company in connection with the undertaking of the Project; and

(3) the difference between the total amount of the payments made by the Company under the Payment in Lieu of Tax Agreement and the Host Community Benefits Agreement and the amount of the general real property ad valorem taxes that would have been payable by the Company to the Affected Tax Jurisdictions if the Project Facility was privately owned by the Company and not deemed owned or under the jurisdiction and control of the Agency, with such difference calculated for the period of time occurring between date of the first PILOT Payment and the date of the occurrence of such Recapture Event.

(C) Amount of Project Financial Assistance to be Recaptured. Upon the occurrence of a Recapture Event, the Company shall pay to the Agency the following amounts as recapture:

Year	Amount of Recapture
Construction Period	100% of the Project Financial Assistance
1*	100% of the Project Financial Assistance
2	100% of the Project Financial Assistance
3	100% of the Project Financial Assistance
4	100% of the Project Financial Assistance
5	100% of the Project Financial Assistance
6	75% of the Project Financial Assistance
7	75% of the Project Financial Assistance
8	50% of the Project Financial Assistance
9	50% of the Project Financial Assistance
10	25% of the Project Financial Assistance

* Year 1 shall be the first full calendar year following the Commercial Operation Date. For illustrative purposes, if the Commercial Operation Date is December 15, 2025, Year 1 shall be 2026.

(D) Redistribution of Project Financial Assistance to be Recaptured. Upon the receipt by the Agency of any amount of Project Financial Assistance pursuant to this Section 4.03, the Agency shall

redistribute such amount within thirty (30) days of such receipt to the Affected Tax Jurisdiction that would have received such amount but for the granting by the Agency of the Project Financial Assistance.

(E) Survival of Obligations. The Company acknowledges that the obligations of the Company in this Section 4.03 shall survive the conveyance of the Agency's interest in the Project Facility to the Company and the termination of the Lease Agreement.

(F) Agency Review of Recapture Determination. The Agency's determination to recapture all or a portion of the Project Financial Assistance shall be made by the Agency after an evaluation of the criteria for recapture set forth in the Agency's "Enforcement of Agency Projects Policy" as in effect as of the Closing Date (a copy of which policy is attached hereto as Schedule B). If the Agency determines that a Recapture Event has occurred and is continuing, it shall give notice of such determination to the Company. The Company shall have thirty (30) days from the date the notice is deemed given to submit a written response to the Agency's determination and to request a written and/or oral presentation to the Agency why the proposed recapture amount should not be paid to the Agency. The Company may make its presentation at a meeting of the Agency. The Agency shall then vote on a resolution recommending (i) a termination of Financial Assistance, (ii) a recapture of Financial Assistance, (iii) both a termination and a recapture of Finance Assistance, (iv) a modification of Financial Assistance or (v) no action.

SECTION 4.04. LATE PAYMENTS. (A) One Month. If the Company shall fail to make any payment required by this Uniform Agency Project Agreement within thirty (30) days of the date that written notice of such payment is sent from the Agency to the Company at the address provided in Section 5.05 of this Uniform Agency Project Agreement, the Company shall pay the amount specified in such notice together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Uniform Agency Project Agreement when due and such delinquency shall continue beyond the thirty (30) days after such notice, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the Agency until such payment in default shall have been made in full, and the Company shall pay the same to the Agency together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

SECTION 4.05. PAYMENT OF ATTORNEYS' FEES AND EXPENSES. If the Company should default in performing any of its obligations, covenants or agreements under this Uniform Agency Project Agreement and the Agency should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency within thirty (30) days not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.06. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency 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 Uniform Agency Project 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 a Recapture Event or an Event of Default 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) Notice Not Required. In order to entitle the Agency to exercise any remedy reserved to it in this Uniform Agency Project Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Uniform Agency Project Agreement.

(D) No Waiver. In the event any provision contained in this Uniform Agency Project 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 Uniform Agency Project Agreement shall be established by conduct, custom, or course of dealing.

SECTION 4.07. RIGHT TO CURE. Prior to the exercise of any remedy by the Agency hereunder following an Event of Default or the declaration by the Agency of a Recapture Event, the Company and any Lender (as defined in the Lease Agreement) shall have an absolute right to cure such Event of Default or Recapture Event during the time period allowed for curing same. If the Company at any time during the term hereof prior to the occurrence of an Event of Default or Recapture Event provides a written request to the Agency that notices hereunder be provided to any Lender, any such Lender shall be afforded an additional sixty (60) days (beyond the time period allowed for the Company to cure) within which to cure an Event of Default or Recapture Event on behalf of the Company.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. TERM. This Uniform Agency Project Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the execution and delivery of this Uniform Agency Project Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Uniform Agency Project Agreement shall continue to remain in effect until the termination of the term of the Lease Agreement.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Uniform Agency Project Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Uniform Agency Project Agreement may not be effectively amended, changed, modified, altered, or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, properly addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

CHPE LLC
600 Broadway
Albany, New York 12207
Attention: William Helmer, Esq.

WITH A COPY TO:

Swartz Moses PLLC
1583 East Genesee Street
Skaneateles, New York 13152
Attention: Peter H. Swartz, Esq.

IF TO THE AGENCY:

Counties of Warren and Washington Industrial Development Agency
5 Warren Street
Glens Falls, New York 12801
Attention: Chair

WITH A COPIES TO:

Fitzgerald Morris Baker Firth PC
16 Pearl Street, PO Box 2017
Glens Falls, New York 12801
Attention: Kara I. Lais, Esq.

Hodgson Russ LLP
677 Broadway, Suite 301
Albany, New York 12207
Attention: A. Joseph Scott, III, Esq.

(C) Change of Address. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which, or the manner by which, subsequent notices, certificates and other communications shall be sent.

(D) Written Notice of Address. The Company shall provide the Agency in writing with the address and contact information of any Lender designated by the Company to receive any notices under this Uniform Agency Project Agreement.

(E) Copy to Lender. A copy of all notices to the Company hereunder shall also be served on any Lender identified pursuant to Section 4.7 hereof and in which a written notice is provided to the Agency pursuant to Section 5.05(D) hereof, and no such notice or other communication to the Company shall be deemed received unless a copy is so served upon any such Lender in the manner provided herein for the giving of notice.

SECTION 5.06. BINDING EFFECT. This Uniform Agency Project Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Uniform Agency Project Agreement are intended to be for the benefit of the Agency.

SECTION 5.07. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Uniform Agency Project 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 Uniform Agency Project 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.

SECTION 5.08. COUNTERPARTS. This Uniform Agency Project 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.

SECTION 5.09. APPLICABLE LAW. This Uniform Agency Project Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 5.10. SURVIVAL OF OBLIGATIONS. The obligations of the Company to make the filings and listings required by Section 3.02 hereof shall survive the termination of this Uniform Agency Project Agreement, and all such filings and reports after such termination shall be made upon demand of the party to whom such filings and reports are due.

IN WITNESS WHEREOF, the Agency and the Company have caused this Uniform Agency Project Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

COUNTIES OF WARREN AND WASHINGTON
INDUSTRIAL DEVELOPMENT AGENCY

BY: 
~~(Name)~~ Chair

CHPE LLC

BY: _____
Todd Singer, Chief Financial Officer

SPECIAL PROJECT CERTIFICATION

As required under Section 859-a(6) of the Act, the Company hereby certifies, under penalty of perjury, that the Company is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

CHPE LLC

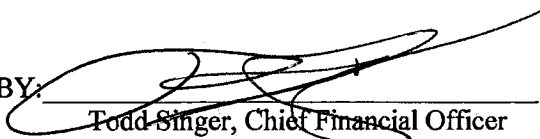
BY: _____
Todd Singer, Chief Financial Officer

IN WITNESS WHEREOF, the Agency and the Company have caused this Uniform Agency Project Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

COUNTIES OF WARREN AND WASHINGTON
INDUSTRIAL DEVELOPMENT AGENCY

BY: _____
(Vice) Chair

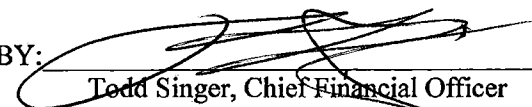
CHPE LLC

BY: 
Todd Singer, Chief Financial Officer

SPECIAL PROJECT CERTIFICATION

As required under Section 859-a(6) of the Act, the Company hereby certifies, under penalty of perjury, that the Company is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

CHPE LLC

BY: 
Todd Singer, Chief Financial Officer

STATE OF NEW YORK)
) ss.:
COUNTY OF Warren)


On the 28th day of February, in the year 2022, before me, the undersigned, personally appeared David O'Brien, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Karastan
Notary Public

KARA IRENE LAIS
Notary Public, State of New York
Saratoga County #02LA6105701
Commission Expires Feb. 17, 2024

STATE OF Connecticut)
) ss.: Darien
COUNTY OF Fairfield)

On the 31st day of January, in the year 2022, before me, the undersigned, personally appeared TODD SINGER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

GLEN J. MOORE
Notary Public - State of Connecticut
MY COMMISSION EXPIRES DEC 31, 2022

SCHEDULE A

TOTAL COMPANY ANNUAL PAYMENTS

<u>Payment Year</u>	<u>PILOT Payments</u>	<u>Host Community Benefit Payments</u>	<u>Total Company Annual Payments</u>
1	\$2,343,953	\$3,193,129	\$5,537,081
2	\$2,377,941	\$3,239,429	\$5,617,368
3	\$2,412,421	\$3,286,401	\$5,698,820
4	\$2,447,400	\$3,334,053	\$5,781,453
5	\$2,685,431	\$3,658,319	\$6,343,750
6	\$2,734,995	\$3,725,838	\$6,460,832
7	\$2,774,653	\$3,779,863	\$6,554,514
8	\$2,814,885	\$3,834,671	\$6,649,555
9	\$3,070,250	\$4,182,551	\$7,252,799
10	\$3,114,768	\$4,243,197	\$7,357,965
11	\$3,171,350	\$4,320,278	\$7,491,627
12	\$3,217,335	\$4,382,922	\$7,600,255
13	\$3,491,253	\$4,756,076	\$8,247,326
14	\$3,541,875	\$4,825,038	\$8,366,913
15	\$3,593,233	\$4,895,001	\$8,488,233
16	\$3,657,605	\$4,982,694	\$8,640,297
17	\$3,951,377	\$5,382,895	\$9,334,270
18	\$4,008,671	\$5,460,945	\$9,469,617
19	\$4,066,797	\$5,540,129	\$9,606,927
20	\$4,125,766	\$5,620,462	\$9,746,227
21	\$4,466,967	\$6,085,274	\$10,552,240
22	\$4,531,737	\$6,173,508	\$10,705,248
23	\$4,597,448	\$6,263,023	\$10,860,474
24	\$4,691,647	\$6,391,347	\$11,082,995
25	\$5,029,797	\$6,852,006	\$11,881,803
26	\$5,102,728	\$6,951,358	\$12,054,089
27	\$5,205,469	\$7,091,318	\$12,296,788
28	\$5,310,113	\$7,233,874	\$12,543,991
29	\$5,702,833	\$7,768,870	\$13,471,704
30	\$5,800,533	\$7,901,966	\$13,702,500

SCHEDULE B
ENFORCEMENT OF AGENCY PROJECTS POLICY

SECTION XII: RECAPTURE OF BENEFITS POLICY
(Adopted July 18, 2016)

Section 1. Reasons for the recapture of benefits (Financial Assistance) include the following:

- a. Sale or closure of the facility and departure of the company from the Counties of Warren or Washington (Notwithstanding any of the terms set forth herein, this occurrence shall result in the immediate termination of Financial Assistance).
- b. Significant change in the use of the facility and/or the business activities of the company.
- c. Significant employment reductions not reflective of the company's (normal) business cycle and/or local and national economic conditions.
- d. Failure to comply with any periodic and/or annual reporting requirements of the Agency, State or Federal governmental agency.
- e. Failure to meet or comply with the Material Terms, as determined by the Agency at the time of the acceptance of the project for Financial Assistance and as set forth in the Inducement Resolution, Preliminary Agreement.

These “Material Terms” as defined for the particular project will be utilized by the Agency in setting and monitoring project benchmarks during the term of the incentives for the purposes of administering the Agency’s recapture policy.

For certain numerical “Material Terms” such as job creation/retention or investment amount an achievement factor of 80% will constitute compliance. For non-numeric “Material Terms” such as redevelopment of an old structure for a new purpose or location on a Brown Field site, a determination of compliance will be made upon completion of the project.

It is understood that these “Material Terms” may vary depending on project type and project specifics, and may be selected from the criteria set forth in the foregoing Section A, 2 Impact on Local Economy in the Policy Manual of the Agency.

- f. For a project that failed to comply with a significant term or condition to use property or services in the manner required by any and all provisions of the agreements that the company has entered into with the Agency.

Section 2. For companies receiving real property tax abatements the recapture of benefits schedule (applicable to the real property tax abatements) is as follows:

- | | |
|-----------|--|
| Years 1-5 | 100% of the tax exemptions granted shall be repaid to the affected taxing jurisdictions, unless agreed to otherwise, in writing, by the applicable taxing jurisdiction |
| Years 6-7 | 75% of the tax exemptions granted shall be repaid to the affected taxing jurisdictions, unless agreed to otherwise, in writing, by the applicable taxing jurisdiction |

Years 8-9	50% of the tax exemptions granted shall be repaid to the affected taxing jurisdictions, unless agreed to otherwise, in writing, by the applicable taxing jurisdiction
Year 10	25% of the tax exemptions granted shall be repaid to the affected taxing jurisdictions, unless agreed to otherwise, in writing, by the applicable taxing jurisdiction
Years 11+	0% of the tax exemptions granted shall be repaid to the affected taxing jurisdictions.

The time period above is from the effective date of the PILOT Agreement.

In the case of real property taxes, any amounts recovered, recaptured, received or otherwise obtained shall be payable to the appropriate taxing jurisdictions, unless otherwise agreed to in writing by the taxing jurisdiction.

Section 3. In addition to the above reasons for recapture, the Agency shall recover, recapture, receive or otherwise obtain from the company, or its subagents, sales tax benefits that were taken or purported to be taken which are:

- a. In excess of the amounts authorized; or
- b. For property or services not authorized; or
- c. For a project that failed to comply with a significant term or condition to use property or services in the manner required by any and all provisions of the agreements that the company has entered into with the Agency.

For purposes of this Recapture Policy, the Company and its subagents shall cooperate with the Agency in its efforts to recover, recapture, receive or otherwise obtain such State sales and use benefit exemptions and shall promptly pay over such amount to the Agency that it requests. The failure to pay over such amounts to the Agency shall be grounds for the Commissioner of Taxation and Finance to assess and determine State sales and use taxes due from the Company under Article 28 of the New York State Tax Law, together with any penalties and interest due on such amounts.

In the event that the Agency recovers, recaptures, receives or otherwise obtains any amount of State sales and use tax exemption benefits from the Company or its agents, the Agency shall, within thirty (30) days of coming into possession of such amount, remit it to the Commissioner of Taxation and Finance, together with such other information and report that the Commissioner deems necessary to administer payment over such amount.

Section 4. In the event that the Agency determines that there exists a basis for recapture as set forth in Section 1 herein, the Agency shall notify the company, in writing, that the Agency has determined that a basis for recapture exists. The company shall be given a reasonable timeframe within which to remedy the violation, such timeframe being commensurate to the violation, and the company shall provide additional information and/or an explanation as to why the violation has occurred or the Material Term has not been achieved, as the case may be. If requested by the Agency, the company shall make a presentation to the Agency concerning this default.

Thereafter the Agency may determination pursuant to this Recapture Policy. Imposition of any recapture is at the sole discretion of the Agency and is reviewed/considered on a case by case basis. In lieu of imposing the above recapture penalties and for good cause shown by the company, the Agency, at its sole discretion, may make a determination to discontinue the Financial Assistance in its entirety, per the provisions set forth the in the Lease Agreement; or suspend the Financial Assistance for a specific stated period of time in order for the company to correct or comply with the Material Term being breached; or, in the case of real property taxes exemptions, modify the PILOT Agreement to decrease the exemption and increase the payments due for the remaining term of the PILOT Agreement.

Repayment Provisions

Project documents for projects receiving real property tax exemptions pursuant to this Policy shall contain benefit recapture provisions including but not limited to the following: If the minimum number of new jobs is not created by the end of three (3) year period or is not continuously maintained during the balance of term of the PILOT Agreements, the exemption schedule for the following year will revert automatically to the schedule provided in Section 485-B of the New York Real Property Tax Law (the "485-B Schedule"). In addition, repayment will be required in any year for which job creation requirements are not met (the "Disqualifying Year"), as an additional payment in lieu of taxes. The repayment amount is equal to the difference between benefits received in years on through the Disqualifying Year and the tax benefits which would have been received in your one through the Disqualifying Year in Section 485-B of the New York Real Property Tax Law. Under extenuating circumstances, the Agency may waive the above penalties after reviewing a written request of the waiver of penalties.

SCHEDULE C

COPY OF PAYMENT IN LIEU OF TAX AGREEMENT

CLOSING ITEM NO.: A-6

COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY

AND

CHPE LLC

PAYMENT IN LIEU OF TAX AGREEMENT

DATED AS OF JANUARY 1, 2022

RELATING TO THE REAL PROPERTY RIGHTS AND INTERESTS IN CERTAIN UPLAND PARCELS OF LAND AND IN THE COMPANY'S INTERIM PERMIT AND EASEMENT ISSUED BY THE NEW YORK STATE OFFICE OF GENERAL SERVICES ("OGS") IN RELATION TO SUBMERGED STATE-OWNED LAND, SUCH UPLAND AND SUBMERGED LANDS LOCATED IN THE TOWNS OF PUTNAM, DRESDEN, WHITEHALL, FORT ANN, HARTFORD, KINGSBURY AND FORT EDWARD, AND VILLAGES OF WHITEHALL, FORT ANN AND FORT EDWARD, WASHINGTON COUNTY, NEW YORK.

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PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT dated as of January 1, 2022 (the “Payment in Lieu of Tax Agreement”) by and between COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 5 Warren Street, Glens Falls, New York (the “Agency”), and CHPE LLC, a limited liability company organized and existing under the laws of the State of New York having an office for the transaction of business located at 600 Broadway, Albany, New York (the “Company”);

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “Enabling Act”) was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the “State”) and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 862 of the Laws of 1971 of the State (collectively, with the Enabling Act, the “Act”) and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, the Company presented an application, as amended (the “Application”) to the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project to include the following: (A) (1) the acquisition of an interest in the Company’s interest in certain upland parcels of land and in the Company’s interim permit and easement issued by the New York State Office of General Services (“OGS”) in relation to submerged State-owned land, such upland and submerged lands located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York (collectively, the “Land”), (2) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt (“MW”) high-voltage direct current (“HVDC”) electric transmission line and related infrastructure (collectively, the “Improvements”) and (3) the acquisition and installation thereon and therein of certain related machinery and equipment, including but not limited to, two (2) five-inch diameter HVDC transmission cables (collectively, the “Equipment”) (the Land, the Improvements and the Equipment hereinafter collectively referred to as the “Project Facility”), all of the foregoing to be used and operated by the Company as a portion of an electric transmission line from the

U.S.-Canada border to New York City; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real property transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency (the “Public Hearing Resolution”), the Agency authorized a public hearing or public hearings to be held pursuant to Section 859-a of the Act with respect to the Project; and

WHEREAS, pursuant to the authorization contained in the Public Hearing Resolution, the Chairman of the Agency (A) caused notice of a public hearing of the Agency (the “First Public Hearing”) pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on June 25, 2021 to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located, (B) caused notice of the First Public Hearing to be posted on bulletin boards located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and the Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York, (C) caused notice of the First Public Hearing to be published in the Post Star, a newspaper of general circulation available to the residents of the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York, (D) conducted the First Public Hearing on July 8, 2021 at 6:30 p.m., local time at the Town Halls located at the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and (E) prepared a report of the First Public Hearing (the “First Hearing Report”) fairly summarizing the views presented at such First Public Hearing and caused copies of said First Hearing Report to be made available to the members of the Agency; and

WHEREAS, contemporaneously with the holding of the First Public Hearing, and in accordance with the Agency’s Uniform Tax Exemption Policy, the governing boards of Washington County, the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, the Villages of Whitehall, Fort Ann and Fort Edward and the Putnam Central School District, Whitehall Central School District, Hudson Falls Central School District, Fort Edward Central School District and Fort Ann Central School District (collectively hereinafter referred to as the “Affected Tax Jurisdictions”) have each adopted resolutions approving the terms of a payment in lieu of tax agreement and a host community benefit agreement to be entered into in connection with the undertaking of the Project; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”), and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the “Regulations”, and collectively with the SEQR Act, “SEQRA”), the Agency must satisfy the requirements contained in SEQRA prior to making a final determination whether to undertake the Project; and

WHEREAS, Sections 617.5(a) and 617.5(c)(44) of the Regulations provide that actions requiring a certificate of environmental compatibility and public need under Article VII of the Public Service Law constitute “Type II” actions and are not subject to review under the Regulations, and Section 8-0111 of the SEQR Act further provides that the requirements of the SEQR Act do not apply to actions subject to the provisions requiring a certificate of environmental compatibility and public need in Article VII of the Public Service Law; and

WHEREAS, pursuant to the Regulations, the Agency has examined the Application, the Regulations, the SEQR Act, and other relevant materials, in order to classify the Project for purposes of SEQRA review; and

WHEREAS, the Application provides that the Project has been issued a Certificate of Environmental Compatibility and Public Need under Article VII of the Public Service Law by the Public Service Commission of the State of New York; and

WHEREAS, by further resolution adopted by the members of the Agency on August 16, 2021 (the "Approving Resolution"), the Agency determined to grant the Financial Assistance and to enter into a lease agreement dated as of January 1, 2022 (the "Lease Agreement") between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the "Basic Documents"). Pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company; and

WHEREAS, in December, 2021, the Agency received additional information from the Company with respect to the Project from the Company, which information provided the Agency with revised Project costs resulting in the need for the Agency, pursuant to Section 859-a of the Act, to hold a second public hearing with respect to the Project and the amount of the Financial Assistance; and

WHEREAS, the Chairman of the Agency (A) caused notice of a second public hearing of the Agency (the "Second Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located, (B) caused notice of the Second Public Hearing to be posted on bulletin boards located in the Washington County Municipal Building located at 383 Broadway in the Town of Fort Edward, New York, (C) caused notice of the Second Public Hearing to be published in the Post Star, a newspaper of general circulation available to the residents of the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York, (D) conducted the Second Public Hearing on December 28, 2021 at 6:30 p.m., local time at the Washington County Municipal Building located at 383 Broadway in the Town of Fort Edward, New York, and (E) prepared a report of the Second Public Hearing (the "Second Hearing Report") fairly summarizing the views presented at such Second Public Hearing and caused copies of said Second Hearing Report to be made available to the members of the Agency; and

WHEREAS, following the Second Public Hearing, the Agency held a meeting on December 28, 2021, whereby the Agency adopted a resolution (the "Amended Approving Resolution") determining to amend the Approving Resolution to reflect the revised Project costs and the amount of the Financial Assistance being granted to the Company; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency a certain lease to agency dated as of January 1, 2022 (the "Underlying Lease") by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency the Project Facility; (B) the Company and the Agency will execute and deliver (1) a certain payment in lieu of tax agreement dated as of January 1, 2022 (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, (2) a certain recapture agreement (the "Section 875 GML Recapture Agreement") by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; (C) the Agency and the Company will execute and deliver the uniform agency project agreement

dated as of January 1, 2022 (the “Uniform Agency Project Agreement”) by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (D) the Agency will file with the assessor and mail to the chief executive officer of each “affected tax jurisdiction” (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the “Real Property Tax Exemption Form”) relating to the Project Facility and the Payment in Lieu of Tax Agreement; (E) the Agency will execute and deliver to the Company a sales tax exemption letter (the “Sales Tax Exemption Letter”) to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance and (F) the Agency will file with the New York State Department of Taxation and Finance the form entitled “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (the form required to be filed pursuant to Section 874(9) of the Act) (the “Thirty-Day Sales Tax Report”) with respect to the Company and any indirect agent appointed by the Company pursuant to the Lease Agreement; and

WHEREAS, under the present provisions of the Act and Section 412-a of the Real Property Tax Law of the State of New York (the “Real Property Tax Law”), upon the filing by the Agency of the Real Property Tax Exemption Form, the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, pursuant to the provisions of Section 6.6 of the Lease Agreement, the Company has agreed to make payments in lieu of taxes with respect to the Project Facility in an amount equivalent to normal taxes, provided that, so long as this Payment in Lieu of Tax Agreement shall be in effect, the Company shall during the Term (as defined below) make payments in lieu of taxes in the amounts and in the manner provided in this Payment in Lieu of Tax Agreement, and during such period the provisions of Section 6.6 of the Lease Agreement shall not control the amounts due as payment in lieu of taxes with respect to that portion of the Project Facility which is covered by this Payment in Lieu of Tax Agreement; and

WHEREAS, the Project Facility has not yet been fully designed, and engineering or construction refinements of the Project Facility may result in minor changes to the transmission line route that was described in the Application, which changes could result in the addition of one or more “affected tax jurisdiction(s)” (within the meaning of such quoted term in Section 854(16) of the Act), elimination of one or more Anticipated Tax Jurisdiction(s), or changes in the linear distance of the Project Facility within one or more Anticipated Tax Jurisdiction(s), all of which will be determined following the date on which the Company has completed construction and operational testing of the Project Facility and has established that the Project Facility is capable of continuous electrical transmission at its maximum capacity and has undergone line loss testing, as evidenced by the date stated in the Company’s notice to the New York Independent System Operator that the Project Facility has become or will become commercially operational (the “Commercial Operation Date”); and

WHEREAS, all things necessary to constitute this Payment in Lieu of Tax Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Payment in Lieu of Tax Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, in consideration of the matters above recited, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I

REPRESENTATIONS AND WARRANTIES

SECTION 1.01. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State of New York to enter into the transactions contemplated by this Payment in Lieu of Tax Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement hereunder.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

(D) Consent by Affected Tax Jurisdictions. Washington County, the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, the Villages of Whitehall, Fort Ann and Fort Edward and the Putnam Central School District, Whitehall Central School District, Hudson Falls Central School District, Fort Edward Central School District and Fort Ann Central School District (collectively hereinafter referred to as the "Affected Tax Jurisdictions") have each adopted resolutions approving the terms of this Payment in Lieu of Tax Agreement. Copies of the resolutions of the Affected Tax Jurisdictions which approve the Payment in Lieu of Tax Agreement are attached as Exhibit C to this Payment in Lieu of Tax Agreement.

SECTION 1.02. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY. The Company does hereby represent, warrant and covenant as follows:

(A) Power. The Company is a limited liability company duly organized and validly existing under the laws of the State of New York, is duly authorized to do business in the State of New York and has the power under the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement, and by proper action of its members has been duly authorized to execute, deliver and perform this Payment in Lieu of Tax Agreement.

(B) Authorization. The Company is authorized and has the power under its articles of organization, operating agreement and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and

obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper action of its members, the Company has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by (and the execution, delivery and performance of this Payment in Lieu of Tax Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Payment in Lieu of Tax Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its articles of organization or operating agreement or any other restriction, law, rule, regulation or order of any court or other agency or authority of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which it or any of its property is bound, and neither the Company's entering into this Payment in Lieu of Tax Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this Payment in Lieu of Tax Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consent. No consent, approval or authorization (which has not been heretofore obtained or which is not likely to be obtained in the ordinary course of business after the Closing Date) of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Payment in Lieu of Tax Agreement by the Company or as a condition to the validity of this Payment in Lieu of Tax Agreement.

ARTICLE II

COVENANTS AND AGREEMENTS

SECTION 2.01. **TAX-EXEMPT STATUS OF THE PROJECT FACILITY.** (A) Assessment of the Project Facility. Pursuant to Section 874 of the Act and Section 412-a of the Real Property Tax Law, the parties hereto understand that, upon acquisition of an interest in the Project Facility by the Agency and the filing by the Agency of a New York State Board of Real Property Services Form RP-412-a (a “Real Property Tax Exemption Form”) with respect to the Project Facility with the assessor of each of the Towns and the Villages (each an “Assessor”), and for so long thereafter as the Agency shall have a leasehold interest in the Project Facility, the Project Facility shall be classified by the Affected Tax Jurisdictions as exempt upon the assessment rolls of the respective Affected Tax Jurisdictions prepared subsequent to the acquisition by the Agency of the leasehold interest in the Project Facility pursuant to the Underlying Lease and the filing of the Real Property Tax Exemption Forms. The Agency shall, promptly following acquisition by the Agency of the leasehold interest in the Project Facility pursuant to the Underlying Lease, take such action as may be necessary to ensure that the Project Facility shall be classified as exempt upon the assessment rolls of the respective Affected Tax Jurisdictions prepared subsequent to such acquisition by the Agency. For so long thereafter as the Agency shall have such leasehold interest in the Project Facility, the Agency and the Company shall take such further action as may be necessary to maintain such exempt classification with respect to each Affected Tax Jurisdiction. The parties hereto understand that the Project Facility shall not be entitled to such tax-exempt status on the tax rolls of any Affected Tax Jurisdiction until the first tax year of such Affected Tax Jurisdiction following the tax status date of such Affected Tax Jurisdiction occurring subsequent to the date upon which the Agency acquires such leasehold interest in the Project Facility and the Real Property Tax Exemption Forms are filed with the Assessors. Pursuant to the provisions of the Lease Agreement, the Company will be required to pay all taxes and assessments lawfully levied and/or assessed against the Project Facility, until the Project Facility shall be entitled to exempt classification on the tax rolls of the respective Affected Tax Jurisdictions. The Agency will cooperate with the Company to promptly obtain and preserve the tax-exempt classification of the Project Facility. Pursuant to Section 858(15) of the Act, the Agency agrees to give each Affected Tax Jurisdiction a copy of this Payment in Lieu of Tax Agreement within fifteen (15) days of the execution and delivery hereof. In the event the Company and the Agency enter into a Lease Supplement (as defined in the Lease Agreement) with respect to the Project Facility, the Agency shall promptly file with the Assessors and mail to the chief executive officer of each “affected tax jurisdiction” (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a Real Property Tax Exemption Form relating to the Supplemental Land (as defined in the Lease Agreement), together with any and all Project-related improvements now or hereafter located thereon or therein, conveyed pursuant to such Lease Supplement.

(B) Special Assessments and Special Ad Valorem Levies. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the Act and Section 412-a of the Real Property Tax Law does not entitle the Agency to exemption from special assessments and special ad valorem levies. Pursuant to the Lease Agreement, the Company will be required to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Project Facility.

SECTION 2.02. **PAYMENTS IN LIEU OF TAXES.** (A) Agreement to Make Payments. The Company agrees that it shall make annual payments in lieu of property taxes (“PILOT Payments”) in the amounts hereinafter provided to the Agency pursuant to the provisions hereof. PILOT Payments due hereunder shall be paid by the Company to the Agency for distribution by the Agency to the Affected Tax Jurisdictions in accordance with the provisions hereof.

(B) Valuation of the Project Facility. (1) The value of the Project Facility (hereinafter referred to as the “Assessed Value”) shall be determined by the appropriate Assessors. The parties hereto agree that the Assessors shall (a) appraise the Project Facility in the same manner as other similar properties in the general area of the Project Facility, and (b) place an Assessed Value upon the Project Facility, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial determination of the Assessed Value of the Project Facility and of any change in the Assessed Value of the Project Facility.

(2) If the Company is dissatisfied with the amount of the Assessed Value of the Project Facility as initially established or as changed by the Assessors, the Company shall be entitled to challenge the Assessed Value in accordance with the terms and conditions contained in Article 7 of the Real Property Tax Law. The Company shall be entitled to take any actions under Article 7 of the Real Property Tax Law notwithstanding the fact that the Agency has an interest in the Project Facility pursuant to the Underlying Lease.

(3) The parties acknowledge and agree that the PILOT Payments payable under this Payment in Lieu of Tax Agreement are fixed payments as described in Exhibit A attached hereto, and the Assessed Value of the Project Facility does not impact the amount of such PILOT Payments.

(C) Amount of PILOT Payments. (1) The Company shall make annual PILOT Payments to the Agency on behalf of the Affected Tax Jurisdictions in the amounts set forth in Exhibit A attached hereto.

(2) The Company shall make PILOT Payments to the Agency on behalf of the Affected Tax Jurisdictions on or before the last day of the sixth month following the month during which the Commercial Operation Date occurs (the “First Payment Due Date”) and on or before each anniversary of the First Payment Due Date during the Term (as defined below), and upon receipt shall be distributed by the Agency to the Affected Tax Jurisdictions in the same proportions reflected in the table attached as Exhibit B hereto.

(D) Additional Amounts in Lieu of Taxes. Commencing on the first tax year following the date on which any structural addition shall be made to the Project Facility or any portion thereof or any additional building or other structure shall be constructed on the Land, other than any structural addition, additional building or other structure contemplated in the Application (such structural additions and additional buildings and other structures being hereinafter referred to as “Additional Facilities”), the Company agrees to make additional annual payments in lieu of property taxes with respect to such Additional Facilities (such additional payments being hereinafter collectively referred to as “Additional Payments”) to the Agency for the benefit of the involved Affected Tax Jurisdictions, such Additional Payments to be computed separately for each involved Affected Tax Jurisdiction as follows:

(1) Determine the amount of general taxes and general assessments (hereinafter referred to as the “Additional Normal Tax”) which would be payable to each Affected Tax Jurisdiction with respect to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency as follows: (a) multiply the Additional Assessed Value (as hereinafter defined) of such Additional Facilities determined pursuant to subsection (E) of this Section 2.02 by (b) the tax rate or rates of such Affected Tax Jurisdiction that would be applicable to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency, and (c) reduce the amount so determined by the amounts of any tax exemptions that would be afforded to the Company by such Affected Tax Jurisdiction if such Additional Facilities were owned by the Company and not the Agency.

(2) In each fiscal tax year during the Term (as defined below), commencing in the fiscal tax year when such Additional Facilities would first appear on the assessment roll of any Affected Tax Jurisdiction, if such Additional Facilities were owned by the Company and not the Agency, the amount payable by the Company to the Agency on behalf of each Affected Tax Jurisdiction as a payment in lieu of property tax with respect to such Additional Facilities pursuant to this Payment in Lieu of Tax Agreement shall be an amount equal to one hundred percent (100%) of the Additional Normal Tax due each Affected Tax Jurisdiction with respect to such Additional Facilities for such fiscal tax year (unless the Agency and the Company shall enter into a separate written agreement regarding payments in lieu of property taxes with respect to such Additional Facilities, in which case the provisions of such separate written agreement shall control).

(E) Valuation of Additional Facilities for Determining Additional Payments. (1) The value of any Additional Facilities for purposes of determining Additional Payments due pursuant to Section 2.02(D) hereof shall be determined by the Assessor of each respective Affected Tax Jurisdiction. The parties hereto agree that the Assessors shall (a) appraise the Additional Facilities in the same manner as other similar properties in the general area of the Project Facility, and (b) place a value for assessment purposes (hereinafter referred to as the "Additional Assessed Value") upon the Additional Facilities, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial establishment of such Additional Assessed Value and of any change in such Additional Assessed Value.

(2) If the Company is dissatisfied with the amount of the Additional Assessed Value of the Additional Facilities as initially established or as changed, the Company shall be entitled to challenge the Additional Assessed Value in accordance with the terms and conditions contained in Article 7 of the Real Property Tax Law. The Company shall be entitled to take any actions under Article 7 of the Real Property Tax Law notwithstanding the fact that the Agency has an interest in the Land pursuant to the Underlying Lease.

(F) Statements. The Agency shall submit to the Company annual statements specifying the amount and due date or dates of the payments due hereunder, such periodic statements to be submitted to the Company at least thirty (30) days prior to the due date.

(G) Time of Payments. The Company agrees to pay the amounts due under Section 2.02(C) hereof as PILOT Payments to the Agency for the benefit of the Affected Tax Jurisdictions within thirty (30) days of the date that such amounts are due. The Company agrees to pay the other amounts due as payments in lieu of taxes hereunder to the Agency for the benefit of each involved Affected Tax Jurisdiction in any fiscal tax year within the period that each such Affected Tax Jurisdiction allows payment of taxes levied in such fiscal tax year without penalty. The Company shall be entitled to receive receipts for such payments.

(H) Method of Payment. All payments by the Company hereunder shall be paid to the Agency in lawful money of the United States of America. The Agency shall in turn distribute the amounts so paid to the various Affected Tax Jurisdictions entitled to same.

(I) Effect of Termination of the Lease Agreement. The Company acknowledges that during the term of the Lease Agreement it shall not be relieved of its obligation to make the PILOT Payments due pursuant to Section 2.02(C) of this Payment in Lieu of Tax Agreement; provided, however, that if the Agency terminates the term of the Lease Agreement, either pursuant to the terms of Section 5.2, Article X or Article XI of the Lease Agreement, or if the Company terminates the Lease Agreement with the consent of the Agency, this Payment in Lieu of Tax Agreement shall also be terminated as of the date of termination of the term of the Lease Agreement and the Company shall have no further obligations hereunder.

SECTION 2.03. CREDIT FOR TAXES PAID. (A) Amount of Credit. The parties hereto acknowledge and agree that the obligation of the Company to make the payments provided in Section 2.02 of this Payment in Lieu of Tax Agreement shall be in addition to any and all other taxes and governmental charges of any kind whatsoever which the Company may be required to pay under the Lease Agreement. It is understood and agreed, however, that, should the Company pay in any fiscal tax year to any Affected Tax Jurisdiction any amounts in the nature of general property taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Project Facility or the interest therein of the Company or the occupancy thereof by the Company (but not including, by way of example, (1) sales and use taxes, and (2) special assessments, special ad valorem levies or governmental charges in the nature of utility charges, including but not limited to water, solid waste, sewage treatment or sewer or other rents, rates or charges), then the allocated share(s) of the next annual PILOT Payment(s) under this Payment in Lieu of Tax Agreement for such Affected Tax Jurisdiction(s) hereunder shall be reduced by the amounts which the Company shall have so paid to such Affected Tax Jurisdiction in such fiscal tax year. To the extent the amounts in the nature of general property taxes, general assessments, service charges or other governmental charges of a similar nature paid by the Company to any Affected Tax Jurisdiction(s) are greater than the allocated share(s) of the next annual PILOT Payment(s) under this Payment in Lieu of Tax Agreement for such Affected Tax Jurisdiction(s), the amount of the credit insufficiency shall be carried forward and applied to the allocated share(s) of the next annual and future PILOT Payment(s) for such Affected Tax Jurisdiction(s).

(B) Method of Claiming Credits. If the Company desires to claim a credit against any particular PILOT Payment or other payment in lieu of tax due hereunder, the Company shall give the governing body of the involved Affected Tax Jurisdiction and the Agency prior written notice of its intention to claim any credit pursuant to the provisions of this Section 2.03, said notice to be given by the Company at least thirty (30) days prior to the date on which such PILOT Payment or other payment in lieu of tax is due. In the event that the governing body of the appropriate Affected Tax Jurisdiction desires to contest the Company's right to claim such credit, then said governing body, the Agency and the Company shall each select an arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall be a qualified real estate appraiser, experienced in valuation for the purposes of tax assessment in the general area of the Project Facility, which arbitrators shall, at the sole cost and expense of the Company, determine whether the Company is entitled to claim any credit pursuant to the provisions of this Section 2.03 and, if so, the amount of the credit to which the Company is entitled. It is understood that the arbitrators are empowered to confirm the amount of the credit claimed by the Company or to determine a lower or higher credit. When the Company shall have given notice, as provided herein, that it claims a credit, the amount of any PILOT Payment or other payment in lieu of property taxes due hereunder against which the credit may be claimed may be withheld (to the extent of the credit claimed by the Company, but only to the extent that such credit may be claimed against said PILOT Payment or other payment in lieu of taxes pursuant to the provisions of this Section 2.03) until the decision of the arbitrators is rendered. After the decision of the arbitrators is rendered, the PILOT Payment or other payment in lieu of taxes due with respect to any reduction or disallowance by the arbitrators in the amount of the credit claimed by the Company shall, to the extent withheld as aforesaid, be immediately due and payable and shall be paid by the Company within thirty (30) days of said decision.

SECTION 2.04. LATE PAYMENTS. (A) First Month. Pursuant to Section 874(5) of the Act, if the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due, the Company shall pay the same, together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due and such delinquency shall continue beyond the first month, the

Company's obligation to make the payment so in default shall continue as an obligation of the Company to the Agency for the benefit of the involved Affected Tax Jurisdiction(s) until such payment in default shall have been made in full, and the Company shall pay the same to the Agency for the benefit of the involved Affected Tax Jurisdiction(s) together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

SECTION 2.05. NATURE OF THE OBLIGATIONS OF THE COMPANY HEREUNDER. (A) Except as provided herein or in the other Basic Documents, the obligations of the Company to make the payments required by this Payment in Lieu of Tax Agreement and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be general obligations of the Company and shall be absolute and unconditional irrespective of any defense or any right of set-off, recoupment, counterclaim or abatement that the Company may otherwise have against the Agency or any Affected Tax Jurisdiction.

(B) Except as permitted by this Payment in Lieu of Tax Agreement or by the other Basic Documents, the Company agrees that it will not suspend, discontinue or abate any payment required by, or fail to observe any of its other covenants or agreements contained in, this Payment in Lieu of Tax Agreement, or terminate this Payment in Lieu of Tax Agreement for any cause whatsoever, including, without limiting the generality of the foregoing, (1) failure to complete the Project Facility, (2) any defect in the title, design, operation, merchantability, fitness or condition of the Project Facility or any part thereof or in the suitability of the Project Facility or any part thereof for the Company's purposes or needs, (3) failure of consideration for, destruction of or damage to, Condemnation of title to or the use of all or any part of the Project Facility, (4) any change in the tax or other laws of the United States of America or of the State or any political subdivision thereof, (5) any failure of the Agency or any Affected Tax Jurisdiction to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or in connection with this Payment in Lieu of Tax Agreement or any other Basic Document, or (6) any conveyance or reconveyance of the Project Facility pursuant to the Lease Agreement.

ARTICLE III

LIMITED OBLIGATION

SECTION 3.01. NO RECOURSE; LIMITED OBLIGATION. (A) No Recourse. All obligations, covenants, and agreements of the Agency contained in this Payment in Lieu of Tax Agreement shall be deemed to be the obligations, covenants, and agreements of the Agency and not of any member, officer, agent, servant or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this Payment in Lieu of Tax Agreement, or otherwise based upon or in respect of this Payment in Lieu of Tax Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent (other than the Company), servant or employee, as such, of the Agency or any successor public benefit corporation or political subdivision or any person executing this Payment in Lieu of Tax Agreement on behalf of the Agency, either directly or through the Agency or any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement, it being expressly understood that this Payment in Lieu of Tax Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, officer, agent (other than the Company), servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent (other than the Company), servant or employee under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Payment in Lieu of Tax Agreement by the Agency.

(B) Limited Obligation of the Agency. The obligations, covenants and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or Warren and Washington Counties, New York, and neither the State of New York nor Warren and Washington Counties, New York shall be liable thereon, and further such obligations, covenants and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility (except for revenues derived by the Agency with respect to the Unassigned Rights, as defined in the Lease Agreement).

(C) Further Limitation. Notwithstanding any provision of this Payment in Lieu of Tax Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (1) the Agency shall have been requested to do so in writing by the Company, and (2) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity and an agreement from the Company to defend and hold harmless the Agency satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

(D) Limited Obligation of the Company. The obligations and agreements of the Company contained herein and in the other Basic Documents and any other instrument or document executed in connection herewith or therewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Company, and not of any member, officer, agent, servant or employee of the Company in his individual capacity, and the members, officers, agents, servants and employees of the Company shall not be liable personally hereon or thereon or be subject to any personal

liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

ARTICLE IV

EVENTS OF DEFAULT

SECTION 4.01. EVENTS OF DEFAULT. Any one or more of the following events shall constitute an event of default under this Payment in Lieu of Tax Agreement, and the terms “Event of Default” or “default” shall mean, whenever they are used in this Payment in Lieu of Tax Agreement, any one or more of the following events:

(A) Failure of the Company to pay when due any amount due and payable by the Company pursuant to this Payment in Lieu of Tax Agreement and continuance of said failure for a period of fifteen (15) business days after written notice to the Company stating that such payment is due and payable;

(B) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder (other than as referred to in paragraph (A) above) and continuance of such failure for a period of sixty (60) days after written notice to the Company specifying the nature of such failure and requesting that it be remedied; provided that if such default cannot reasonably be cured within such sixty (60) day period and if the Company shall have commenced action to cure the breach of covenant, condition or agreement within said sixty (60) day period and thereafter diligently and expeditiously proceeds to cure the same, such sixty (60) day period shall be extended for so long as the Company shall require in the exercise of due diligence to cure such default; or

(C) Any warranty, representation or other statement by or on behalf of the Company contained in this Payment in Lieu of Tax Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Payment in Lieu of Tax Agreement and (1) shall be materially adverse to the Agency at the time when the notice referred to below shall have been given to the Company and (2) if curable, shall not have been cured within sixty (60) days after written notice of such incorrectness shall have been given to a responsible officer of the Company, provided that if such incorrectness cannot reasonably be cured within said sixty-day period and the Company shall have commenced action to cure the incorrectness within said sixty-day period and, thereafter, diligently and expeditiously proceeds to cure the same, such sixty-day period shall be extended for so long as the Company shall require, in the exercise of due diligence, to cure such default.

SECTION 4.02. REMEDIES ON DEFAULT. (A) General. Whenever any Event of Default shall have occurred and continue beyond any cure period with respect to this Payment in Lieu of Tax Agreement, the Agency (or if such Event of Default concerns a payment required to be made hereunder to any Affected Tax Jurisdiction, then with respect to such Event of Default such Affected Tax Jurisdiction) may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Payment in Lieu of Tax Agreement.

(B) Cross-Default. In addition, an Event of Default hereunder shall constitute an event of default under Article X of the Lease Agreement. Upon the occurrence of an Event of Default hereunder resulting from a failure of the Company to make any payment required hereunder, the Agency shall have, as a remedy therefor under the Lease Agreement, among other remedies, the right to terminate the Lease Agreement and convey the Project Facility to the Company, thus subjecting the Project Facility to immediate full taxation pursuant to Section 520 of the Real Property Tax Law of the State.

(C) Separate Suits. Each such Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

(D) Venue. The Company irrevocably agrees that any suit, action or other legal proceeding arising out of this Payment in Lieu of Tax Agreement may be brought in the courts of record of the State, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

(E) No Acceleration. Upon the occurrence and during the continuation of an Event of Default hereunder, the Agency shall not have the right to accelerate future PILOT Payments not yet due and payable as of the date of such exercise of remedies.

(F) Right to Cure. Prior to the exercise of any remedy by the Agency hereunder following an Event of Default, the Company, any Successor (as defined in the Lease Agreement), and any Lender (as defined in the Lease Agreement) shall have an absolute right to cure such Event of Default during the time period allowed for curing same. If the Company at any time during the Term (as defined below) prior to the occurrence of an Event of Default provides a written request to the Agency that notices hereunder be provided to any Lender, any such Lender shall be afforded an additional sixty (60) days (beyond the time period allowed for the Company to cure) within which to cure an Event of Default on behalf of the Company.

SECTION 4.03. PAYMENT OF ATTORNEYS' FEES AND EXPENSES. Pursuant to Section 874(6) of the Act, if the Company should default in performing any of its obligations, covenants or agreements under this Payment in Lieu of Tax Agreement and the Agency or any Affected Tax Jurisdiction should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency or such Affected Tax Jurisdiction, as the case may be, not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.04. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency or any Affected Tax Jurisdiction 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 Payment in Lieu of Tax 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 Event of Default 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) Notice Not Required. In order to entitle the Agency or any Affected Tax Jurisdiction to exercise any remedy reserved to it in this Payment in Lieu of Tax Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Payment in Lieu of Tax Agreement.

(D) No Waiver. In the event any provision contained in this Payment in Lieu of Tax 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 Payment in Lieu of Tax Agreement shall be established by conduct, custom or course of dealing.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. TERM. (A) Term. This Payment in Lieu of Tax Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the approval of this Payment in Lieu of Tax Agreement by resolution of the Agency and the execution and delivery of this Payment in Lieu of Tax Agreement by the Company and the Agency, and, unless otherwise provided by amendment hereof, shall continue to remain in effect until the earlier to occur of (1) December 31 of the calendar year in which the last PILOT Payment pursuant to this Payment in Lieu of Tax Agreement is due or (2) the date on which the Agency's interest in the Project Facility is conveyed by the Agency to the Company pursuant to Article X or XI of the Lease Agreement (the "Term").

(B) Extended Term. In the event that (1) the Agency's interest in the Project Facility shall be reconveyed to the Company, (2) on the date on which the Company obtains the Agency's interest in the Project Facility, the Project Facility shall be classified as exempt upon the assessment roll of any one or more of the Affected Tax Jurisdictions, and (3) the fact of obtaining title to the Agency's interest in the Project Facility shall not immediately obligate the Company to make pro-rata tax payments pursuant to legislation similar to Chapter 635 of the 1978 Laws of the State (codified as subsection 3 of Section 302 of the Real Property Tax Law and Section 520 of the Real Property Tax Law), this Payment in Lieu of Tax Agreement shall remain in full force and effect and the Company shall be obligated to make payments in lieu of taxes to the Agency for the benefit of the involved Affected Tax Jurisdictions in amounts equal to those amounts which would be due from the Company to the respective Affected Tax Jurisdictions if the Project Facility were owned by the Company and not the Agency until the first tax year in which the Company shall appear on the tax rolls of the various Affected Tax Jurisdictions having jurisdiction over the Project Facility as the legal owner of record of the Project Facility.

(C) Effect of Termination of the Lease Agreement. The Company acknowledges that Section 2.02(I) hereof shall apply in the event the Lease Agreement is terminated.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Payment in Lieu of Tax Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Payment in Lieu of Tax Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) delivered in person or by courier to the applicable address stated below, (2) when received by telecopy or (3) three business days after deposit in the United States, by United States mail (registered or certified mail, postage prepaid, return receipt requested, properly addressed), or (4) when delivered by such other means as shall provide the sender with documentary evidence of such delivery, or when delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Notices Given by Affected Tax Jurisdictions. Notwithstanding the foregoing, notices of assessment or reassessment of the Project Facility and other notices given by an Affected Tax Jurisdiction under Article II hereof shall be sufficiently given and shall be deemed given when given by the Affected Tax Jurisdiction in the same manner in which similar notices are given to owners of taxable properties by such Affected Tax Jurisdiction.

(C) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

CHPE LLC
600 Broadway
Albany, New York 12207
Attention: William Helmer, Esq.

WITH A COPY TO:

Swartz Moses PLLC
1583 East Genesee Street
Skaneateles, New York 13152
Attention: Peter H. Swartz, Esq.

IF TO THE AGENCY:

Counties of Warren and Washington Industrial Development Agency
5 Warren Street
Glens Falls, New York 12801
Attention: Chairman

WITH A COPY TO:

Hodgson Russ LLP
677 Broadway, Suite 301
Albany, New York 12207
Attention: A. Joseph Scott, III, Esq.

(D) Copies. A copy of any notice given hereunder by the Company which affects in any way an Affected Tax Jurisdiction shall also be given to the chief executive officer of such Affected Tax Jurisdiction.

(E) Change of Address. The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

(F) Written Notice of Address. The Company shall provide the Agency in writing with the address and contact information of any Lender designated by the Company to receive any notices under this Payment in Lieu of Tax Agreement.

(G) Copy to Lender. A copy of all notices to the Company hereunder shall also be served on any Lender identified pursuant to Section 4.02(F) hereof and in which a written notice is provided to the Agency pursuant to Section 5.05(F) hereof, and no such notice or other communication to the Company shall be deemed received unless a copy is so served upon any such Lender in the manner provided herein for the giving of notice.

SECTION 5.06. **BINDING EFFECT.** This Payment in Lieu of Tax Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Payment in Lieu of Tax Agreement are intended to be for the benefit of the Agency and the respective Affected Tax Jurisdictions.

SECTION 5.07. **SEVERABILITY.** If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Payment in Lieu of Tax 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 Payment in Lieu of Tax 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.

SECTION 5.08. **COUNTERPARTS.** This Payment in Lieu of Tax 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.

SECTION 5.09. **APPLICABLE LAW.** This Payment in Lieu of Tax Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 5.10. **DEFINED TERMS.** All of the capitalized terms used in this Payment in Lieu of Tax Agreement and the preambles hereto not otherwise defined shall have the meanings assigned thereto in the Lease Agreement.

SECTION 5.11. **ASSIGNMENT.** In the event the Lease Agreement is assigned by the Company, this Payment in Lieu of Tax Agreement shall be assigned by the Company in connection therewith.

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

COUNTIES OF WARREN AND WASHINGTON
INDUSTRIAL DEVELOPMENT AGENCY

BY: 

(Vice) Chair

CHPE LLC

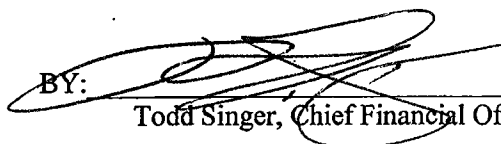
BY: _____
Todd Singer, Chief Financial Officer

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

COUNTIES OF WARREN AND WASHINGTON
INDUSTRIAL DEVELOPMENT AGENCY

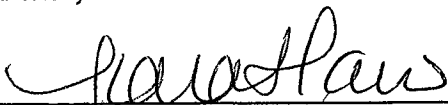
BY: _____
(Vice) Chair

CHPE LLC

BY:  _____
Todd Singer, Chief Financial Officer

STATE OF NEW YORK)
)
COUNTY OF Warren)ss:

On the 28th day of February, in the year 2022, before me, the undersigned, personally appeared David D'Brien, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.




Notary Public

KARA IRENE LAIS
Notary Public, State of New York
Saratoga County #02LA6105701
Commission Expires Feb. 17, 2024

STATE OF Connecticut)
)ss: Darien
COUNTY OF Fairfield)

On the 31st day of January, in the year 2022, before me, the undersigned, personally appeared TODD SINGER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

GLEN J. MOORE
Notary Public - State of Connecticut
MY COMMISSION EXPIRES DEC 31, 2022

EXHIBIT A

DEFINITIONS AND PILOT PAYMENT TERMS

I. **Defined Terms:** All capitalized terms used herein and not otherwise defined herein shall have the same meanings as set forth in the Lease Agreement.

“Affected Tax Jurisdictions” means, collectively, Washington County, the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, the Villages of Whitehall, Fort Ann and Fort Edward and the Putnam Central School District, Whitehall Central School District, Hudson Falls Central School District, Fort Edward Central School District and Fort Ann Central School District.

“Commercial Operation Date” means the date on which the Company has completed construction and operational testing of the Project Facility and has established that the Project Facility is capable of continuous electrical transmission at its maximum capacity and has undergone line loss testing, as evidenced by the date stated in the Company’s notice to the New York Independent System Operator that the Project Facility has become or will become commercially operational. The Commercial Operation Date is anticipated to be December 31, 2025; provided, however, that if such date is to be later than December 31, 2025, the Company shall provide a written explanation regarding the basis for the delay, and except in the context of a Triggering Event, in no event shall such date be later than December 31, 2026, without the prior written consent of the Agency, which consent shall not be unreasonably withheld, conditioned or delayed. The Commercial Operation Date shall be automatically extended beyond December 31, 2026 upon the occurrence of a Triggering Event, and the period of such extension shall equal the time period of the delay actually caused by the Triggering Event (and not the time period of the delay projected to be caused by the Triggering Event). In connection with any Triggering Event, the Company shall provide the Agency with the following: (A), within thirty (30) days of the Triggering Event, a written explanation of the Triggering Event, together with a projection as to the estimated time period of the delay caused by the Triggering Event, and (B), within thirty (30) days of the end of the Triggering Event, a written notice of the end of the Triggering Event.

“Expiration Date” means December 31 of the calendar year in which the last PILOT Payment pursuant to the Payment in Lieu of Tax Agreement is due. For illustrative purposes, if the Commercial Operation Date is December 15, 2025, the last PILOT Payment would be due on June 30, 2055 and the Expiration Date would be December 31, 2055.

“Normal Tax” means the amount of general taxes and general assessments which would be payable to each Affected Tax Jurisdiction if the Project Facility were owned by the Company and not the Agency by multiplying (A) the Assessed Value by (B) the tax rate or rates of such Affected Tax Jurisdiction that would be applicable to the Project Facility if the Project Facility were owned by the Company and not the Agency.

“System” means a fully-buried, up to 1,250-megawatt HVDC electric transmission line from the U.S.-Canada border to New York City.

“Triggering Event” means the occurrence of any of the following: (i) a final order of the Public Service Commission of the State of New York approving the Tier 4 REC Purchase and Sale Agreement between Hydro-Québec and NYSERDA is not issued or determined to be non-appealable by April 30, 2023; (ii) all necessary real property interests for the System are not obtained or under contract by the Company by April 30, 2023; or (iii) commissioning of the System is not commenced by September 1, 2026 due to documentable third party delays or a “force majeure” event, as defined in the fourth sentence of

Section 10.01(B) of the Lease Agreement (with such definition not subject to other limitations within that Section).

II. Amount of PILOT Payments:

Prior to Commercial Operation Date of the Project:

Beginning on the effective date of this Payment in Lieu of Tax Agreement and ending on the last day of the sixth month following the month during which the Commercial Operation Date occurs, the amount of payments in lieu of taxes shall be equal to \$0.00.

Following the Commercial Operation Date of the Project:

(A) Commencing with the last day of the sixth month following the month during which the Commercial Operation Date occurs, the Company will make PILOT Payments in accordance with the amounts set forth in the table below:

<u>Payment Year</u>	<u>PILOT Payment Amount</u>
1	\$2,343,953
2	\$2,377,941
3	\$2,412,421
4	\$2,447,400
5	\$2,685,431
6	\$2,734,995
7	\$2,774,653
8	\$2,814,885
9	\$3,070,250
10	\$3,114,768
11	\$3,171,350
12	\$3,217,335
13	\$3,491,253
14	\$3,541,875
15	\$3,593,233
16	\$3,657,605
17	\$3,951,377
18	\$4,008,671
19	\$4,066,797
20	\$4,125,766
21	\$4,466,967
22	\$4,531,737
23	\$4,597,448
24	\$4,691,647
25	\$5,029,797
26	\$5,102,728
27	\$5,205,469
28	\$5,310,113
29	\$5,702,833
30	\$5,800,533

31 and thereafter during the Term	100% of Normal Tax
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(B) (1) The Agency and the Company acknowledge and agree that the PILOT Payments shall be allocated among the Affected Tax Jurisdictions as described in the table attached as Exhibit B hereto.

(2) In the event that the PILOT Payments are increased pursuant to the provisions of (C) below, they shall be distributed by the Agency to the Affected Tax Jurisdictions in the same proportions reflected in the table attached as Exhibit B hereto.

(C) In the event that the First Payment Due Date occurs in 2028 or later, the Agency and the Company agree as follows:

(1) The Company will deliver to the Agency an executed and completed copy of the Post Completion Project Cost Affidavit attached as Exhibit D.

(2) Upon delivery of the Post Completion Project Cost Affidavit, the Agency and the Company agree that the payment table in (A) above shall be adjusted as follows:

(a)(1) First, divide the actual cost of the Project described in the Post Completion Project Cost Affidavit by the original estimate of the cost of the Project (equal to \$418,384,946). If the quotient is a number greater than 1.0 (hereinafter, the “Project Cost Increase Factor”), then the annual PILOT Payments appearing in the table in (A) above shall each be increased by the Project Cost Increase Factor.

(2) For illustrative purposes, if the actual cost of the Project as described in the Post Completion Project Cost Affidavit is equal to \$419,000,000, then the Project Cost Increase Factor is equal to 1.001470 (rounded to 6 decimal places), and each annual PILOT Payment shall be increased by the Project Cost Increase Factor. For example, the PILOT Payment for Payment Year 1 would now equal \$2,347,399 (rounded to whole dollars).

(b)(1) Second, the PILOT Payments shall be increased by 1.4% (the “Annual Escalator”) for each calendar year occurring after the 2026 calendar year.

(2) For illustrative purposes, if the First Payment Due Date occurs in 2028, then the PILOT Payment determined pursuant to (C)(2)(a)(1) above shall be increased by the Annual Escalator for each of the years 2027 and 2028. Continuing the example described in (C)(2)(a)(2) above, the PILOT Payment for Payment Year 1 would equal \$2,413,586 (rounded to whole dollars)¹.

¹ The \$2,413,586 is calculated by multiplying \$2,347,399 times 1.014, and then multiplying the product of that multiplication by 1.014 (i.e., 1.014 for each year).

EXHIBIT B

ALLOCATION OF PILOT PAYMENTS AMONG
AFFECTED TAX JURISDICTIONS

- SEE ATTACHED -

Year	Washington County	Town of Putnam	Town of Dresden	Town of Whiteshall	Town of Ann	Town of Hartford	Town of Kingsbury	Town of Edward	Village of Whiteshall	Village of Ann	Village of Fort Edward	Putnam CSD	Whitehall CSD	Fort Ann CSD	Hudson Falls CSD	Fort Edward CSD
1	\$567,343	\$80,933	\$99,429	\$136,700	\$58,043	\$4,707	\$85,565	\$39,352	\$32,934	\$5,998	\$68,288	\$62,747	\$382,952	\$222,441	\$176,432	\$100,111
2	\$575,569	\$82,107	\$100,870	\$138,682	\$58,885	\$4,775	\$86,806	\$39,922	\$26,312	\$6,085	\$69,278	\$63,947	\$388,484	\$225,666	\$178,990	\$101,563
3	\$583,915	\$83,397	\$103,333	\$140,693	\$59,739	\$4,844	\$88,065	\$40,501	\$29,738	\$6,172	\$70,282	\$65,164	\$394,117	\$228,938	\$181,585	\$103,035
4	\$592,382	\$84,305	\$103,817	\$142,733	\$60,605	\$4,915	\$89,342	\$41,089	\$24,214	\$6,262	\$71,302	\$66,999	\$399,852	\$232,258	\$184,218	\$104,529
5	\$649,896	\$92,724	\$113,914	\$156,615	\$66,499	\$5,393	\$98,031	\$45,085	\$26,869	\$6,871	\$78,236	\$74,802	\$438,719	\$254,847	\$202,135	\$114,696
6	\$661,992	\$94,435	\$116,016	\$159,506	\$67,727	\$5,492	\$99,840	\$45,917	\$27,784	\$6,988	\$79,680	\$76,552	\$446,816	\$259,551	\$205,866	\$116,813
7	\$671,591	\$95,805	\$117,699	\$161,819	\$68,709	\$5,572	\$101,288	\$46,583	\$27,736	\$7,100	\$80,856	\$77,952	\$459,295	\$263,314	\$208,851	\$118,507
8	\$681,329	\$97,194	\$119,405	\$164,165	\$69,705	\$5,652	\$102,756	\$47,258	\$27,934	\$7,203	\$82,008	\$79,372	\$459,868	\$267,152	\$211,879	\$120,232
9	\$743,139	\$106,011	\$130,238	\$179,058	\$76,029	\$6,165	\$112,078	\$51,545	\$305,111	\$7,856	\$89,447	\$108,387	\$501,587	\$291,366	\$231,101	\$131,133
10	\$753,915	\$107,548	\$132,126	\$181,654	\$77,131	\$6,255	\$113,704	\$52,293	\$309,535	\$7,970	\$90,744	\$109,959	\$508,860	\$295,591	\$234,451	\$133,033
11	\$767,610	\$109,502	\$134,526	\$184,954	\$78,532	\$6,368	\$115,769	\$53,243	\$315,158	\$8,115	\$92,893	\$111,956	\$518,103	\$300,961	\$238,710	\$135,450
12	\$778,740	\$111,090	\$136,477	\$187,636	\$79,671	\$6,461	\$117,448	\$54,015	\$319,728	\$8,232	\$93,733	\$113,579	\$525,616	\$305,324	\$242,172	\$137,414
13	\$845,041	\$120,548	\$148,086	\$203,611	\$86,454	\$7,011	\$127,447	\$58,614	\$346,949	\$8,933	\$101,713	\$123,249	\$570,366	\$331,319	\$262,790	\$149,113
14	\$869,725	\$124,069	\$152,422	\$209,559	\$88,979	\$7,112	\$129,295	\$59,463	\$351,980	\$9,063	\$103,188	\$125,036	\$578,636	\$336,123	\$266,600	\$151,275
15	\$885,306	\$126,292	\$155,153	\$213,313	\$90,573	\$7,345	\$133,520	\$61,406	\$363,480	\$9,359	\$106,559	\$129,122	\$597,543	\$340,997	\$270,466	\$153,668
16	\$956,412	\$136,435	\$167,614	\$230,446	\$97,848	\$7,985	\$144,244	\$66,338	\$392,674	\$10,111	\$115,118	\$139,493	\$645,536	\$374,985	\$297,424	\$168,765
17	\$970,280	\$138,414	\$170,045	\$233,787	\$99,267	\$8,090	\$146,335	\$67,500	\$398,568	\$10,257	\$116,787	\$141,515	\$654,886	\$380,422	\$301,736	\$171,212
18	\$984,349	\$140,421	\$172,510	\$237,177	\$100,706	\$8,166	\$148,457	\$68,276	\$404,145	\$10,406	\$118,480	\$143,567	\$664,392	\$385,938	\$306,112	\$172,695
19	\$998,622	\$142,457	\$175,012	\$240,616	\$102,166	\$8,285	\$150,610	\$69,266	\$410,005	\$10,557	\$120,198	\$145,649	\$674,926	\$391,584	\$310,550	\$176,213
20	\$1,081,208	\$154,238	\$189,485	\$260,515	\$110,615	\$8,970	\$163,065	\$74,995	\$443,912	\$11,430	\$130,139	\$157,694	\$729,768	\$423,914	\$336,233	\$190,786
21	\$1,096,885	\$156,474	\$192,233	\$264,293	\$112,219	\$9,100	\$165,430	\$76,082	\$450,349	\$11,596	\$132,026	\$159,981	\$740,350	\$430,061	\$341,108	\$193,552
22	\$1,112,790	\$158,743	\$195,020	\$268,125	\$113,847	\$9,232	\$167,828	\$77,185	\$456,879	\$11,764	\$133,940	\$162,501	\$751,085	\$436,297	\$346,054	\$196,359
23	\$1,135,590	\$161,996	\$199,016	\$273,618	\$116,179	\$9,421	\$171,267	\$78,767	\$469,844	\$12,005	\$136,685	\$165,656	\$766,474	\$445,236	\$353,144	\$200,382
24	\$1,217,438	\$173,672	\$213,360	\$293,340	\$124,553	\$10,100	\$183,611	\$84,444	\$499,244	\$12,870	\$146,556	\$177,564	\$821,718	\$477,327	\$378,397	\$214,825
25	\$1,235,091	\$176,190	\$216,454	\$297,593	\$126,359	\$10,247	\$186,273	\$85,668	\$507,092	\$13,057	\$148,661	\$180,138	\$833,632	\$484,248	\$384,087	\$217,940
26	\$1,259,959	\$179,737	\$220,812	\$303,585	\$128,903	\$10,458	\$190,024	\$87,993	\$517,302	\$13,320	\$151,654	\$183,785	\$850,417	\$493,998	\$391,620	\$222,326
27	\$1,285,288	\$183,351	\$225,251	\$309,688	\$131,494	\$10,663	\$193,844	\$89,150	\$527,701	\$13,587	\$154,703	\$187,459	\$867,513	\$503,929	\$399,697	\$226,797
28	\$1,380,343	\$196,911	\$241,910	\$332,591	\$141,219	\$11,452	\$208,180	\$95,743	\$566,728	\$14,592	\$166,144	\$201,323	\$931,671	\$541,198	\$429,257	\$243,570
29	\$1,403,991	\$200,284	\$246,054	\$338,289	\$143,639	\$11,648	\$211,746	\$97,383	\$576,457	\$14,842	\$168,990	\$204,772	\$947,633	\$550,470	\$436,611	\$247,743
30	\$2,760,313	\$3,937,678	\$4,837,542	\$6,650,926	\$2,824,002	\$229,002	\$4,165,036	\$1,914,603	\$11,333,029	\$291,804	\$5,322,432	\$4,025,917	\$18,630,906	\$10,822,451	\$8,583,986	\$4,870,746

EXHIBIT C

AUTHORIZING RESOLUTIONS
OF THE AFFECTED TAX JURISDICTIONS

PILOT/HCBA APPROVAL RESOLUTION

Resolution No. 140 July 16, 2021

By Supervisors Campbell, O'Brien, Hicks, Fedler, Skellie, Hogan, Clary, Rozell, Losaw, Ward, Griffith

TITLE: RESOLUTION APPROVING (A) THE PAYMENT TERMS AND CONDITIONS OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT AND (B) THE PAYMENT TERMS AND CONDITIONS OF CERTAIN HOST COMMUNITY BENEFIT AGREEMENTS TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON CIVIC DEVELOPMENT CORPORATION AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT

BE IT ENACTED by the Washington County Board of Supervisors, Fort Edward, New York (the "County Board"), as follows:

WHEREAS, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (the "Enabling Act") and Chapter 862 of the 1971 Laws of New York, as amended, constituting Section 890-c of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), the Board of Supervisors of Warren County and the Board of Supervisors of Washington County have heretofore appointed the Chairman and members of Counties of Warren and Washington Industrial Development Agency (the "Agency") and have duly caused to be filed in the office of the Secretary of State of the State of New York the certificates required by Section 856 of the Act, and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase, and

WHEREAS, CHPE LLC, a New York State limited liability company (the "Company"), has submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of Company, said Project consisting of the following: (A)(1) the acquisition of an interest in the Company's interest in certain upland parcels of land and in the Company's interim permit and easement issued or to be issued by the New York State Office of General Services ("OGS") in relation to submerged State-owned land, such upland and submerged lands located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York (collectively, the "Land"), (2) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt ("MW") high-voltage direct current ("HVDC") electric transmission line and related infrastructure (collectively, the "Improvements") and (3) the acquisition and installation thereon and therein of certain related machinery and equipment, including but not limited to, two (2) five-inch diameter HVDC transmission cables (collectively, the "Equipment") (the Land, the Improvements and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be used and operated by the Company as a portion of an electric power transmission line from the U.S.-Canada border to New York City; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real

property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency, and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver (A) a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, and (B) certain host community benefit agreements (collectively, the "Host Community Benefit Agreements," and, individually, a "Host Community Benefit Agreement") by and between the Counties of Warren and Washington Civic Development Corporation (the "CDC") and the Company, pursuant to which the Company will agree to pay certain host community benefit payments to the CDC pursuant to each Host Community Benefit Agreement for the benefit of (1) the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, (2) Washington County, (3) the Putnam Central School District, the Whitehall Central School District, the Fort Ann Central School District, the Hudson Falls Central School District and the Fort Edward Central School District, and (4) the Villages of Whitehall, Fort Ann and Fort Edward, and

WHEREAS, the Agency desires that the County of Washington, through its County Board, as one of the affected tax jurisdictions with respect to the Project Facility, adopt a resolution indicating whether the County Board agrees to the terms of the (A) proposed PILOT Agreement, and (B) the proposed Host Community Benefit Agreements;

NOW, THEREFORE, BE IT RESOLVED by the Washington County Board of Supervisors, as follows:

Section 1. For the purpose of satisfying the requirements contained in the Agency's Uniform Tax Exemption Policy (the "UTEP Policy") and the Act, the County Board hereby (1) acknowledges notification of any deviation from the Agency's UTEP Policy, (2) waives any formal notice from the Agency of any deviation from the Agency's UTEP Policy, (3) approves the payment terms to be contained in the PILOT Agreement, as substantially described in Schedule A attached, and (4) approves the payment terms to be contained in the Host Community Benefit Agreements, as substantially described in Schedule A attached.

Section 2. The Chairman of the Board of Supervisors of Washington County is hereby authorized, on behalf of Washington County, to execute and deliver a consent to the PILOT Agreement for the purpose of evidencing its approval to the proposed payment terms of the PILOT Agreement, said PILOT Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and insertions as the Chairman of the Board of Supervisors of Washington County shall approve, the execution thereof by the Chairman of the Board of Supervisors of Washington County to constitute conclusive evidence of such approval.

Section 3. The Chairman of the Board of Supervisors of Washington County is hereby further authorized, on behalf of Washington County, to execute and deliver a consent to the Host Community Benefit Agreement relating to the County for the purpose of evidencing its approval to the proposed payment terms of the Host Community Benefit Agreement, said Host Community Benefit Agreement to

contain the terms described in Schedule A attached, with such changes, variations, omissions and insertions as the Chairman of the Board of Supervisors of Washington County shall approve, the execution thereof by the Chairman of the Board of Supervisors of Washington County to constitute conclusive evidence of such approval.

Section 4. The officers, employees and agents of Washington County are hereby authorized and directed for and in the name and on behalf of Washington County to do all acts and things required or provided for by the applicable provisions of this Resolution in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement and the Host Community Benefit Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 5. This resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: None.

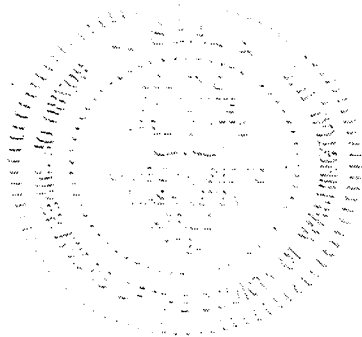
STATE OF NEW YORK)
County of Washington) ss.:

This is to certify that I, the undersigned, Clerk of the Board of Supervisors of the County of Washington have compared the foregoing copy of resolution with the original resolution now on file in the office and which was passed by the Board of Supervisors of said County on the 16th day of July, 2021, a majority of all the members elected to the Board voting in favor thereof, and that the same is a correct and true transcript of such original resolution and of the whole thereof.

In Witness Whereof, I have hereunto set my hand and the official seal of the Board of Supervisors, this 16th day of July, 2021.

Debra R. Preshoda

Clerk of the Board of Supervisors



CHAMPLAIN HUDSON POWER EXPRESS					
WASHINGTON COUNTY					
YEAR	TAX	PILOT	CHBP	ANNUAL PAYMENT	
Initial Year of Ops	\$ 1,094,143	\$ 382,950	\$ 382,950	\$ 765,900	
2	\$ 1,110,009	\$ 388,503	\$ 388,503	\$ 777,006	
3	\$ 1,126,104	\$ 394,136	\$ 394,136	\$ 788,272	
4	\$ 1,142,432	\$ 399,851	\$ 399,851	\$ 799,703	
5	\$ 1,253,169	\$ 438,609	\$ 438,609	\$ 877,219	
6	\$ 1,277,211	\$ 447,024	\$ 447,024	\$ 894,048	
7	\$ 1,295,730	\$ 453,506	\$ 453,506	\$ 907,011	
8	\$ 1,314,518	\$ 460,081	\$ 460,081	\$ 920,163	
9	\$ 1,433,333	\$ 501,667	\$ 501,667	\$ 1,003,333	
10	\$ 1,454,116	\$ 508,941	\$ 508,941	\$ 1,017,881	
11	\$ 1,481,510	\$ 518,528	\$ 518,528	\$ 1,037,057	
12	\$ 1,502,991	\$ 526,047	\$ 526,047	\$ 1,052,094	
13	\$ 1,630,452	\$ 570,658	\$ 570,658	\$ 1,141,316	
14	\$ 1,654,093	\$ 578,933	\$ 578,933	\$ 1,157,865	
15	\$ 1,678,078	\$ 587,327	\$ 587,327	\$ 1,174,654	
16	\$ 1,709,189	\$ 598,216	\$ 598,216	\$ 1,196,432	
17	\$ 1,845,902	\$ 646,066	\$ 646,066	\$ 1,292,132	
18	\$ 1,872,668	\$ 655,434	\$ 655,434	\$ 1,310,867	
19	\$ 1,899,822	\$ 664,938	\$ 664,938	\$ 1,329,875	
20	\$ 1,927,369	\$ 674,579	\$ 674,579	\$ 1,349,158	
21	\$ 2,088,451	\$ 730,958	\$ 730,958	\$ 1,461,916	
22	\$ 2,118,734	\$ 741,557	\$ 741,557	\$ 1,483,114	
23	\$ 2,149,455	\$ 752,309	\$ 752,309	\$ 1,504,619	
24	\$ 2,195,836	\$ 768,543	\$ 768,543	\$ 1,537,085	
25	\$ 2,353,268	\$ 823,644	\$ 823,644	\$ 1,647,288	
26	\$ 2,387,390	\$ 835,587	\$ 835,587	\$ 1,671,173	
27	\$ 2,437,893	\$ 853,262	\$ 853,262	\$ 1,706,525	
28	\$ 2,489,358	\$ 871,275	\$ 871,275	\$ 1,742,550	
29	\$ 2,674,840	\$ 936,194	\$ 936,194	\$ 1,872,388	
30	\$ 2,721,918	\$ 952,671	\$ 952,671	\$ 1,905,343	
Total	\$ 53,319,984	\$ 18,661,994	\$ 18,661,994	\$ 37,323,989	

SUPPLEMENTAL PILOT PAYMENT APPROVAL

PILOT CALCULATIONS BY TAXING JURISDICTION																
Year	Washington County	Town of Putnam	Town of Dresden	Town of Whitehall	Town of Fort Ann	Town of Hartford	Town of Kingsbury	Town of Fort Edward	Village of Whitehall	Village of Fort Ann	Village of Fort Edward	Putnam SID	Whitehall SID	Fort Ann SID	Hudson Falls CSD	Fort Edward CSD
1	\$567,343	\$80,933	\$99,429	\$136,700	\$58,043	\$4,707	\$95,565	\$39,352	\$232,934	\$5,598	\$68,288	\$82,747	\$382,932	\$222,441	\$176,632	\$100,111
2	\$575,569	\$82,107	\$100,870	\$139,682	\$58,885	\$4,775	\$96,806	\$39,922	\$236,312	\$6,085	\$69,278	\$83,947	\$388,484	\$225,666	\$179,990	\$101,585
3	\$583,915	\$83,297	\$102,333	\$140,692	\$59,789	\$4,849	\$98,065	\$40,501	\$239,738	\$6,173	\$70,282	\$85,164	\$394,117	\$228,938	\$181,385	\$103,935
4	\$592,342	\$84,505	\$103,817	\$142,733	\$60,605	\$4,915	\$99,342	\$41,050	\$242,214	\$6,262	\$71,302	\$86,399	\$399,332	\$232,258	\$184,218	\$104,929
5	\$600,996	\$85,724	\$105,314	\$144,815	\$61,539	\$4,983	\$100,621	\$41,595	\$244,849	\$6,351	\$72,316	\$87,619	\$404,547	\$235,547	\$185,656	\$105,959
6	\$609,996	\$86,945	\$106,816	\$146,906	\$62,477	\$5,052	\$101,900	\$42,140	\$247,494	\$6,441	\$73,330	\$88,848	\$409,762	\$238,792	\$186,995	\$106,999
7	\$619,591	\$88,166	\$108,317	\$149,007	\$63,415	\$5,120	\$103,179	\$42,685	\$250,139	\$6,531	\$74,344	\$90,077	\$415,077	\$242,037	\$188,334	\$108,039
8	\$629,186	\$89,387	\$109,818	\$151,108	\$64,358	\$5,189	\$104,458	\$43,229	\$252,784	\$6,621	\$75,358	\$91,306	\$420,312	\$245,282	\$189,673	\$109,079
9	\$638,781	\$90,608	\$111,319	\$153,209	\$65,301	\$5,258	\$105,737	\$43,773	\$255,429	\$6,711	\$76,372	\$92,530	\$425,547	\$248,527	\$191,012	\$110,119
10	\$648,376	\$91,829	\$112,820	\$155,310	\$66,244	\$5,287	\$107,016	\$44,317	\$258,074	\$6,801	\$77,386	\$93,754	\$430,789	\$251,772	\$192,351	\$111,159
11	\$657,971	\$93,050	\$114,321	\$157,411	\$67,187	\$5,356	\$108,295	\$44,860	\$260,719	\$6,891	\$78,400	\$95,000	\$436,034	\$255,017	\$193,690	\$112,199
12	\$667,566	\$94,271	\$115,822	\$159,512	\$68,130	\$5,425	\$109,574	\$45,403	\$263,364	\$6,981	\$79,414	\$96,244	\$441,279	\$258,262	\$195,029	\$113,239
13	\$677,161	\$95,492	\$117,323	\$161,613	\$69,073	\$5,494	\$110,853	\$45,946	\$266,009	\$7,071	\$80,428	\$97,488	\$446,524	\$261,507	\$196,368	\$114,279
14	\$686,756	\$96,713	\$118,824	\$163,714	\$70,016	\$5,563	\$112,132	\$46,489	\$268,654	\$7,161	\$81,442	\$98,732	\$451,769	\$264,752	\$197,707	\$115,319
15	\$696,351	\$97,934	\$120,325	\$165,815	\$70,959	\$5,632	\$113,411	\$47,032	\$271,299	\$7,251	\$82,456	\$99,976	\$457,014	\$268,000	\$199,046	\$116,359
16	\$705,946	\$99,155	\$121,826	\$167,916	\$71,902	\$5,701	\$114,690	\$47,575	\$273,944	\$7,341	\$83,470	\$101,220	\$462,259	\$271,245	\$199,985	\$117,399
17	\$715,541	\$100,376	\$123,327	\$170,017	\$72,845	\$5,770	\$115,969	\$48,118	\$276,589	\$7,431	\$84,484	\$102,464	\$467,504	\$274,490	\$200,924	\$118,439
18	\$725,136	\$101,597	\$124,828	\$172,118	\$73,788	\$5,839	\$117,248	\$48,661	\$279,234	\$7,521	\$85,498	\$103,708	\$472,749	\$277,735	\$201,863	\$119,479
19	\$734,731	\$102,818	\$126,329	\$174,219	\$74,731	\$5,908	\$118,527	\$49,204	\$281,879	\$7,611	\$86,512	\$104,952	\$478,000	\$280,980	\$202,802	\$120,519
20	\$744,326	\$104,039	\$127,830	\$176,320	\$75,674	\$5,977	\$119,806	\$49,747	\$284,524	\$7,701	\$87,526	\$106,196	\$483,245	\$284,225	\$203,741	\$121,559
21	\$753,921	\$105,260	\$129,331	\$178,421	\$76,617	\$6,046	\$121,085	\$50,290	\$287,169	\$7,791	\$88,540	\$107,440	\$488,490	\$287,470	\$204,680	\$122,599
22	\$763,516	\$106,481	\$130,832	\$180,522	\$77,560	\$6,115	\$122,364	\$50,833	\$290,000	\$7,881	\$89,554	\$108,684	\$493,735	\$290,715	\$205,619	\$123,639
23	\$773,111	\$107,702	\$132,333	\$182,623	\$78,503	\$6,184	\$123,643	\$51,376	\$292,841	\$7,971	\$90,568	\$109,928	\$498,980	\$293,960	\$206,558	\$124,679
24	\$782,706	\$108,923	\$133,834	\$184,724	\$79,446	\$6,253	\$124,922	\$51,919	\$295,682	\$8,061	\$91,582	\$111,172	\$504,225	\$297,205	\$207,497	\$125,719
25	\$792,301	\$110,144	\$135,335	\$186,825	\$80,389	\$6,322	\$126,201	\$52,462	\$298,523	\$8,151	\$92,596	\$112,416	\$509,470	\$300,450	\$208,436	\$126,759
26	\$801,896	\$111,365	\$136,836	\$188,926	\$81,332	\$6,391	\$127,480	\$53,005	\$301,364	\$8,241	\$93,610	\$113,660	\$514,715	\$303,695	\$209,375	\$127,799
27	\$811,491	\$112,586	\$138,337	\$191,027	\$82,275	\$6,460	\$128,759	\$53,548	\$304,205	\$8,331	\$94,624	\$114,904	\$519,960	\$306,940	\$210,314	\$128,839
28	\$821,086	\$113,807	\$139,838	\$193,128	\$83,218	\$6,529	\$130,038	\$54,091	\$307,046	\$8,421	\$95,638	\$116,148	\$525,205	\$310,185	\$211,253	\$129,879
29	\$830,681	\$115,028	\$141,339	\$195,229	\$84,161	\$6,598	\$131,317	\$54,634	\$310,000	\$8,511	\$96,652	\$117,392	\$530,450	\$313,430	\$212,192	\$130,919
30	\$840,276	\$116,249	\$142,840	\$197,330	\$85,104	\$6,667	\$132,596	\$55,177	\$312,944	\$8,601	\$97,666	\$118,636	\$535,695	\$316,675	\$213,131	\$131,959

CONSENT BY AFFECTED TAX JURISDICTIONS

WASHINGTON COUNTY

By:  Authorized Officer

The amount of PILOT Payments and the allocation of such payments among the affected tax jurisdictions described in this Table are hereby approved and consented to.

PILOT/HCBA APPROVAL RESOLUTION

PILOT/HOST COMMUNITY APPROVAL RESOLUTION

TOWN OF [MODEL] *DRESDEN*
CHPE LLC PROJECT

Board Member Pat Greenough offered the following resolution, and moved its adoption:

RESOLUTION NO. 10-2021

RESOLUTION APPROVING (A) THE PAYMENT TERMS AND CONDITIONS OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT AND (B) THE PAYMENT TERMS AND CONDITIONS OF CERTAIN HOST COMMUNITY BENEFIT AGREEMENTS TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON CIVIC DEVELOPMENT CORPORATION AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT.

DRESDEN
BE IT ENACTED by the Town Board of the Town of [Model], New York (the "Town Board"), as follows:

WHEREAS, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (the "Enabling Act") and Chapter 862 of the 1971 Laws of New York, as amended, constituting Section 890-c of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), the Board of Supervisors of Warren County and the Board of Supervisors of Washington County have heretofore appointed the Chairman and members of Counties of Warren and Washington Industrial Development Agency (the "Agency") and have duly caused to be filed in the office of the Secretary of State of the State of New York the certificates required by Section 856 of the Act; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, CHPE LLC, a New York State limited liability company (the "Company"), has submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of Company, said Project consisting of the following: (A)(1) the acquisition of an interest in the Company's interest in certain upland parcels of land and in the Company's interim permit and easement issued or to be issued by the New York State Office of General Services ("OGS") in relation to submerged State-owned land, such upland and submerged lands located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York (collectively, the "Land"), (2) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt ("MW") high-voltage direct current ("HVDC") electric transmission line and related infrastructure (collectively, the "Improvements") and (3) the acquisition and installation thereon and therein of certain related machinery and equipment, including but not limited to, two (2) five-inch diameter HVDC transmission cables (collectively, the "Equipment") (the Land, the Improvements and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be used and operated by the Company as a portion of an electric power transmission line from the U.S.-Canada border to New York City; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver (A) a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, and (B) certain host community benefit agreements (collectively, the "Host Community Benefit Agreements," and, individually, a "Host Community Benefit Agreement") by and between the Counties of Warren and Washington Civic Development Corporation (the "CDC") and the Company, pursuant to which the Company will agree to pay certain host community benefit payments to the CDC pursuant to each Host Community Benefit Agreement for the benefit of (1) the Town of [Model] (the "Town") and the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, (2) Washington County, (3) the Putnam Central School District, the Whitehall Central School District, the Fort Ann Central School District, the Hudson Falls Central School District and the Fort Edward Central School District, and (4) the Villages of Whitehall, Fort Ann and Fort Edward; and

WHEREAS, the Agency desires that the Town of [Model], through its Town Board, as one of the affected tax jurisdictions with respect to the Project Facility, adopt a resolution indicating whether the Town Board agrees to the terms of the (A) proposed PILOT Agreement, and (B) the proposed Host Community Benefit Agreements;

NOW, THEREFORE, BE IT RESOLVED by the Town Board, as follows:

Section 1. For the purpose of satisfying the requirements contained in the Agency's Uniform Tax Exemption Policy (the "UTEP Policy") and the Act, the Town Board hereby (1) acknowledges notification of any deviation from the Agency's UTEP Policy, (2) waives any formal notice from the Agency of any deviation from the Agency's UTEP Policy, (3) approves the payment terms to be contained in the PILOT Agreement, as substantially described in Schedule A attached, and (4) approves the payment terms to be contained in the Host Community Benefit Agreements, as substantially described in Schedule A attached.

Section 2. The Town Supervisor of the Town is hereby authorized, on behalf of the Town of [Model], to execute and deliver a consent to the PILOT Agreement for the purpose of evidencing its approval to the proposed payment terms of the PILOT Agreement, said PILOT Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and insertions as the Town Supervisor of the Town shall approve, the execution thereof by the Town Supervisor of the Town to constitute conclusive evidence of such approval.

Section 3. The Town Supervisor of the Town is hereby further authorized, on behalf of the Town of [Model], to execute and deliver a consent to the Host Community Benefit Agreement relating to the Town for the purpose of evidencing its approval to the proposed payment terms of the Host Community Benefit Agreement, said Host Community Benefit Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and insertions as the Town Supervisor of the Town shall approve, the execution thereof by the Town Supervisor of the Town to constitute conclusive evidence of such approval.

Section 4. The officers, employees and agents of the Town of [Model] are hereby authorized and directed for and in the name and on behalf of the Town of [Model] to do all acts and things required or provided for by the applicable provisions of this Resolution in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement and the Host Community Benefit Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 5. This resolution shall take effect immediately.

The resolution was duly seconded by Ed Raymond and the resolution was duly adopted by a vote on roll call. Pat Greenough Aye Ed Raymond Aye Al Wilbur Aye John Barber Aye
STATE OF NEW YORK)

)SS.:

COUNTY OF WASHINGTON)

I, the undersigned (Deputy) Clerk of the Town Board of the Town of [Model], DO HEREBY CERTIFY that the preceding Resolution was duly adopted by the Town Board of the Town of [Model] at a regular meeting of the said Town Board of the Town of [Model] duly called and held on _____, 2021; that said Resolution was entered in the minutes of said meeting; and that I have compared the foregoing copy with the original thereof now on file in my office and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I FURTHER CERTIFY that (A) all members of said Town Board of the Town of [Model] had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Town Board of the Town of [Model] present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of [Model], New York this 8 day of July, 2021.



BY: *Marcinda Wilbur*
(Deputy) Clerk of the Town Board of the Town of Dresden
[Model], New York

1*~*1*~*000161.00320 Business 21254942v1** 000161.00320 Business 21254942v1

SCHEDULE A

PILOT AND HOST COMMUNITY BENEFIT PAYMENT TERMS

- SEE ATTACHED -

1*~*1*~*000161.00320 Business 16735022v1** 000161.00320 Business 16735022v1

CHAMPLAIN HUDSON POWER EXPRESS						
TOWN OF DRESDEN						
YEAR	TAX	PILOT	CHBP	ANNUAL PAYMENTS		
Initial Year of Ops	\$ 95,854	\$ 67,098	\$ 248,687	\$ 315,784		
2	\$ 97,244	\$ 68,070	\$ 252,293	\$ 320,363		
3	\$ 98,654	\$ 69,057	\$ 255,951	\$ 325,009		
4	\$ 100,084	\$ 70,059	\$ 259,662	\$ 329,721		
5	\$ 109,785	\$ 76,850	\$ 284,832	\$ 361,681		
6	\$ 111,891	\$ 78,324	\$ 290,296	\$ 368,620		
7	\$ 113,514	\$ 79,460	\$ 294,505	\$ 373,965		
8	\$ 115,160	\$ 80,612	\$ 298,776	\$ 379,388		
9	\$ 125,569	\$ 87,898	\$ 325,781	\$ 413,679		
10	\$ 127,389	\$ 89,173	\$ 330,505	\$ 419,677		
11	\$ 129,789	\$ 90,853	\$ 336,731	\$ 427,584		
12	\$ 131,671	\$ 92,170	\$ 341,614	\$ 433,783		
13	\$ 142,838	\$ 99,986	\$ 370,584	\$ 470,570		
14	\$ 144,909	\$ 101,436	\$ 375,957	\$ 477,393		
15	\$ 147,010	\$ 102,907	\$ 381,409	\$ 484,316		
16	\$ 149,735	\$ 104,815	\$ 388,480	\$ 493,295		
17	\$ 161,712	\$ 113,199	\$ 419,554	\$ 532,752		
18	\$ 164,057	\$ 114,840	\$ 425,637	\$ 540,477		
19	\$ 166,436	\$ 116,505	\$ 431,809	\$ 548,314		
20	\$ 168,849	\$ 118,195	\$ 438,070	\$ 556,265		
21	\$ 182,961	\$ 128,073	\$ 474,682	\$ 602,755		
22	\$ 185,614	\$ 129,930	\$ 481,565	\$ 611,495		
23	\$ 188,305	\$ 131,814	\$ 488,548	\$ 620,362		
24	\$ 192,369	\$ 134,658	\$ 499,090	\$ 633,748		
25	\$ 206,161	\$ 144,312	\$ 534,872	\$ 679,185		
26	\$ 209,150	\$ 146,405	\$ 542,628	\$ 689,033		
27	\$ 213,574	\$ 149,502	\$ 554,107	\$ 703,609		
28	\$ 218,083	\$ 152,658	\$ 565,804	\$ 718,462		
29	\$ 234,332	\$ 164,033	\$ 607,962	\$ 771,995		
30	\$ 238,457	\$ 166,920	\$ 618,662	\$ 785,582		

Total	\$ 4,671,156	\$ 3,269,810	\$ 12,119,053	\$ 15,388,862
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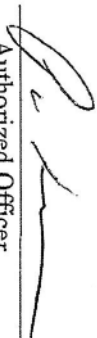
SUPPLEMENTAL PILOT PAYMENT APPROVAL

PILOT CALCULATIONS BY TAXING JURISDICTION																
Year	Washington County	Town of Putnam	Dresden	Whitehall	Town of Fort Ann	Town of Hartford	Town of Kingbury	Town of Fort Edward	Village of Whitehall	Village of Fort Ann	Village of Fort Edward	Putnam CSD	Whitehall CSD	Fort Ann CSD	Hudson Falls CSD	Fert Edward CSD
1	\$567,443	\$80,933	\$98,429	\$136,700	\$50,043	\$4,707	\$85,565	\$39,332	\$232,934	\$5,898	\$68,288	\$82,747	\$382,932	\$222,441	\$176,432	\$100,111
2	\$975,569	\$62,107	\$100,970	\$136,662	\$58,885	\$4,775	\$86,806	\$39,922	\$238,512	\$6,085	\$69,278	\$83,947	\$388,488	\$225,666	\$178,990	\$101,583
3	\$845,915	\$53,297	\$102,333	\$140,693	\$59,739	\$4,844	\$88,005	\$40,501	\$239,734	\$6,173	\$70,282	\$85,154	\$394,117	\$228,988	\$181,585	\$103,035
4	\$592,382	\$44,505	\$103,817	\$142,733	\$60,605	\$4,915	\$89,342	\$41,089	\$243,214	\$6,262	\$71,302	\$86,399	\$399,832	\$232,258	\$184,218	\$104,559
5	\$649,986	\$92,724	\$113,914	\$156,615	\$66,499	\$5,393	\$98,031	\$45,085	\$266,689	\$6,871	\$79,236	\$94,802	\$438,719	\$254,447	\$202,115	\$114,686
6	\$661,992	\$94,435	\$116,016	\$159,806	\$67,727	\$5,482	\$99,840	\$45,917	\$271,794	\$6,998	\$79,680	\$95,452	\$446,816	\$259,351	\$203,886	\$116,813
7	\$671,591	\$95,805	\$117,659	\$161,819	\$68,709	\$5,572	\$101,288	\$46,383	\$275,756	\$7,100	\$80,836	\$97,952	\$453,295	\$263,314	\$208,851	\$118,507
8	\$681,329	\$97,194	\$119,405	\$164,165	\$69,705	\$5,652	\$102,756	\$47,288	\$279,734	\$7,203	\$82,008	\$99,372	\$459,868	\$267,132	\$211,879	\$120,225
9	\$743,139	\$106,011	\$130,238	\$179,098	\$76,029	\$6,165	\$112,078	\$51,545	\$295,111	\$7,856	\$89,447	\$108,387	\$501,337	\$291,366	\$231,101	\$131,132
10	\$755,915	\$107,548	\$132,236	\$181,654	\$77,131	\$6,235	\$113,704	\$52,293	\$308,595	\$7,970	\$90,744	\$109,959	\$508,860	\$295,391	\$234,451	\$133,033
11	\$767,610	\$109,502	\$134,236	\$184,526	\$78,532	\$6,368	\$115,789	\$53,243	\$319,198	\$8,115	\$92,993	\$111,356	\$518,103	\$300,561	\$238,710	\$137,414
12	\$778,740	\$111,090	\$136,477	\$187,636	\$79,671	\$6,461	\$117,447	\$54,015	\$329,449	\$8,232	\$95,733	\$113,579	\$525,616	\$305,324	\$242,172	\$149,113
13	\$845,041	\$120,548	\$148,096	\$203,611	\$86,454	\$7,011	\$127,447	\$58,614	\$346,949	\$8,593	\$101,713	\$119,713	\$552,616	\$331,319	\$262,790	\$159,113
14	\$857,294	\$122,296	\$150,244	\$206,563	\$87,702	\$7,112	\$129,235	\$59,463	\$351,980	\$9,063	\$103,188	\$123,006	\$578,636	\$336,323	\$266,600	\$163,275
15	\$869,723	\$124,069	\$152,722	\$209,559	\$88,979	\$7,215	\$131,110	\$60,326	\$357,083	\$9,154	\$104,684	\$126,549	\$587,025	\$340,397	\$270,466	\$163,468
16	\$883,506	\$126,292	\$155,159	\$213,313	\$90,573	\$7,345	\$133,520	\$61,406	\$363,480	\$9,259	\$106,559	\$129,172	\$597,543	\$347,706	\$275,311	\$166,218
17	\$956,412	\$136,435	\$167,634	\$230,446	\$97,848	\$7,935	\$144,244	\$66,338	\$392,674	\$10,111	\$115,118	\$139,453	\$645,536	\$374,385	\$297,424	\$168,765
18	\$970,280	\$138,414	\$170,045	\$233,787	\$99,267	\$8,050	\$146,395	\$67,300	\$398,368	\$10,257	\$116,787	\$141,515	\$654,896	\$380,422	\$301,736	\$171,212
19	\$984,349	\$146,421	\$172,310	\$237,177	\$100,766	\$8,166	\$148,457	\$68,276	\$404,145	\$10,406	\$118,480	\$143,567	\$664,392	\$385,038	\$306,112	\$173,695
20	\$998,622	\$148,457	\$175,012	\$240,616	\$102,166	\$8,285	\$150,610	\$69,266	\$410,005	\$10,557	\$120,198	\$145,619	\$674,026	\$389,134	\$310,550	\$176,213
21	\$1,081,208	\$154,238	\$189,485	\$260,515	\$110,615	\$8,970	\$163,055	\$74,995	\$443,912	\$11,430	\$130,139	\$157,664	\$729,768	\$423,914	\$336,733	\$190,786
22	\$1,096,885	\$156,474	\$192,233	\$264,298	\$112,219	\$9,100	\$165,430	\$76,082	\$450,349	\$11,596	\$132,016	\$159,881	\$740,350	\$430,061	\$341,108	\$193,552
23	\$1,112,790	\$158,743	\$195,020	\$268,125	\$113,847	\$9,221	\$167,827	\$77,185	\$456,879	\$11,764	\$133,940	\$162,301	\$751,085	\$436,397	\$346,054	\$196,339
24	\$1,135,990	\$161,996	\$199,016	\$273,618	\$116,179	\$9,421	\$171,267	\$78,787	\$466,240	\$12,005	\$136,685	\$165,616	\$766,474	\$445,236	\$353,144	\$200,382
25	\$1,217,438	\$173,672	\$213,860	\$293,340	\$124,539	\$10,100	\$183,611	\$84,444	\$499,844	\$12,870	\$146,356	\$177,364	\$821,718	\$477,327	\$378,587	\$214,825
26	\$1,235,091	\$176,350	\$216,544	\$297,553	\$126,939	\$10,247	\$186,273	\$85,668	\$507,032	\$13,057	\$148,661	\$180,138	\$833,632	\$484,248	\$384,087	\$217,940
27	\$1,259,959	\$179,737	\$220,812	\$303,585	\$128,938	\$10,453	\$190,024	\$87,393	\$517,302	\$13,320	\$151,654	\$183,765	\$850,417	\$493,398	\$391,820	\$222,328
28	\$1,285,288	\$183,351	\$225,251	\$309,668	\$131,494	\$10,653	\$193,884	\$89,150	\$527,701	\$13,587	\$154,703	\$187,489	\$867,513	\$503,503	\$399,687	\$226,570
29	\$1,380,343	\$189,511	\$241,101	\$332,591	\$141,719	\$11,452	\$200,140	\$95,743	\$566,728	\$14,842	\$166,144	\$201,323	\$931,671	\$541,398	\$429,237	\$243,797
30	\$1,403,981	\$200,284	\$246,054	\$338,289	\$143,639	\$11,648	\$211,746	\$97,383	\$576,437	\$15,042	\$168,990	\$204,772	\$947,633	\$550,470	\$438,611	\$247,743
	\$27,603,132	\$3,937,678	\$4,837,542	\$6,650,596	\$2,824,002	\$229,002	\$4,163,036	\$1,914,603	\$11,383,029	\$291,804	\$3,322,432	\$4,025,917	\$18,630,906	\$10,822,491	\$8,583,986	\$4,870,746

CONSENT BY AFFECTED TAX JURISDICTIONS

The amount of PILOT Payments and the allocation of such payments among the affected tax jurisdictions described in this Table are hereby approved and consented to.

TOWN OF DRESDEN

By: 
Authorized Officer

PILOT/HCBA APPROVAL RESOLUTION

**TOWN BOARD OF THE TOWN OF FORT ANN
COUNTY OF WASHINGTON, STATE OF NEW YORK**

RESOLUTION NUMBER 53 OF 2021
Adopted July 12, 2021

Introduced by COUNCILMAN SMITH who moved its adoption
Seconded by COUNCILWOMAN STARK

RESOLUTION APPROVING (A) THE PAYMENT TERMS AND CONDITIONS OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT AND (B) THE PAYMENT TERMS AND CONDITIONS OF CERTAIN HOST COMMUNITY BENEFIT AGREEMENTS TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON CIVIC DEVELOPMENT CORPORATION AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT

BE IT ENACTED by the Town Board of the Town of Fort Ann, New York (the "Town Board). As follows:

WHEREAS, pursuant to Title 1 of Article 18-A of the General municipal Law of the State of New York, as amended (the "Enabling Act") and Chapter 862 of the 1971 Laws of New York, as amended, constituting Section 890-c of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), the Board of Supervisors of Warren County and the Board of Supervisor of Washington County have heretofore appointed the Chairman and members of Counties of Warren and Washington Industrial Development Agency (the "Agency") and have duly caused to be filed in the office of the Secretary of State of the State of New York the certificates required by Section 856 of the Act; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, CHPE LLC, a New York State limited liability company (the "Company"), has submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of Company, said Project consisting of the following: (A)(1) the acquisition of an interest in the Company's interest in certain upland parcels of land and in the Company's interim permit and easement issued or to be issued by the New York State Office of General Services ("OGS") in relation to submerged State-owned land, such upland and submerged lands located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York (collectively, the "Land"), (2) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt ("MW") high-voltage direct current ("HVDC") electric transmission line and related infrastructure (collectively, the "Improvements") and (3) the acquisition and installation thereon and therein of certain related machinery and equipment, including but not limited to, two (2) five-inch diameter HVDC transmission cables

(collectively, the "Equipment") (the Land, the Improvements and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be used and operated by the Company as a portion of an electric power transmission line from the U.S.-Canada border to New York City; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver (A) a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, and (B) certain host community benefit agreements (collectively, the "Host Community Benefit Agreements," and, individually, a "Host Community Benefit Agreement") by and between the Counties of Warren and Washington Civic Development Corporation (the "CDC") and the Company, pursuant to which the Company will agree to pay certain host community benefit payments to the CDC pursuant to each Host Community Benefit Agreement for the benefit of (1) the Town of Fort Ann (the "Town") and the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, (2) Washington County, (3) the Putnam Central School District, the Whitehall Central School District, the Fort Ann Central School District, the Hudson Falls Central School District and the Fort Edward Central School District, and (4) the Villages of Whitehall, Fort Ann and Fort Edward; and

WHEREAS, the Agency desires that the Town of Fort Ann, through its Town Board, as one of the affected tax jurisdictions with respect to the Project Facility, adopt a resolution indicating whether the Town Board agrees to the terms of the (A) proposed PILOT Agreement, and (B) the proposed Host Community Benefit Agreements;

NOW, THEREFORE, BE IT RESOLVED by the Town Board, as follows:

Section 1. For the purpose of satisfying the requirements contained in the Agency's Uniform Tax Exemption Policy (the "UTEP Policy") and the Act, the Town Board hereby (1) acknowledges notification of any deviation from the Agency's UTEP Policy, (2) waives any formal notice from the Agency of any deviation from the Agency's UTEP Policy, (3) approves the payment terms to be contained in the PILOT Agreement, as substantially described in Schedule A attached, and (4) approves the payment terms to be contained in the Host Community Benefit Agreements, as substantially described in Schedule A attached.

Section 2. The Town Supervisor of the Town is hereby authorized, on behalf of the Town of Fort Ann, to execute and deliver a consent to the PILOT Agreement for the purpose of evidencing its approval to the proposed payment terms of the PILOT Agreement, said PILOT Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and insertions as the

Town Supervisor of the Town shall approve, the execution thereof by the Town Supervisor of the Town to constitute conclusive evidence of such approval.

Section 3. The Town Supervisor of the Town is hereby further authorized, on behalf of the Town of Fort Ann, to execute and deliver a consent to the Host Community Benefit Agreement relating to the Town for the purpose of evidencing its approval to the proposed payment terms of the Host Community Benefit Agreement, said Host Community Benefit Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and insertions as the Town Supervisor of the Town shall approve, the execution thereof by the Town Supervisor of the Town to constitute conclusive evidence of such approval.

Section 4. The officers, employees and agents of the Town of Fort Ann are hereby authorized and directed for and in the name and on behalf of the Town of Fort Ann to do all acts and things required or provided for by the applicable provisions of this Resolution in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement and the Host Community Benefit Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 5. This resolution shall take effect immediately.

ROLL CALL VOTE

Councilman Sexton - ABSENT
Councilman Smith - AYE
Councilwoman Stark - AYE
Councilwoman Witherell - AYE
Supervisor Hall - AYE

STATE OF NEW YORK)
)SS.:
COUNTY OF WASHINGTON)

I, the undersigned Town Clerk of the Town of Fort Ann, DO HEREBY CERTIFY that the preceding Resolution was duly adopted by the Town Board of the Town of Fort Ann at a regular meeting of the said Town Board of the Town of Fort Ann duly called and held on July 12, 2021; that said Resolution was entered in the minutes of said meeting; and that I have compared the foregoing copy with the original thereof now on file in my office and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I FURTHER CERTIFY that (A) all members of said Town Board of the Town of Fort Ann had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Town Board of the Town of Fort Ann present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Fort Ann, New York this 12th day of July, 2021.

BY: Barbara J. Winckell
Barbara J. Winckell, Town Clerk
Town of Fort Ann, New York



SCHEDULE A

PILOT AND HOST COMMUNITY BENEFIT PAYMENT TERMS

- SEE ATTACHED -

CHAMPLAIN HUDSON POWER EXPRESS								
TOWN OF FORT ANN								
YEAR		TAX		PILOT		CHBP		ANNUAL PAYMENT
Initial Year of Ops		\$ 54,243		\$ 37,970		\$140,821		\$ 178,791
2		\$ 55,029		\$ 38,521		\$142,863		\$ 181,383
3		\$ 55,827		\$ 39,079		\$144,934		\$ 184,013
4		\$ 56,637		\$ 39,646		\$147,036		\$ 186,681
5		\$ 62,127		\$ 43,489		\$161,288		\$ 204,777
6		\$ 63,318		\$ 44,323		\$164,382		\$ 208,705
7		\$ 64,237		\$ 44,966		\$166,766		\$ 211,732
8		\$ 65,168		\$ 45,618		\$169,184		\$ 214,802
9		\$ 71,058		\$ 49,741		\$184,476		\$ 234,217
10		\$ 72,089		\$ 50,462		\$187,151		\$ 237,613
11		\$ 73,447		\$ 51,413		\$190,676		\$ 242,089
12		\$ 74,512		\$ 52,158		\$193,441		\$ 245,599
13		\$ 80,831		\$ 56,581		\$209,846		\$ 266,427
14		\$ 82,003		\$ 57,402		\$212,889		\$ 270,291
15		\$ 83,192		\$ 58,234		\$215,976		\$ 274,210
16		\$ 84,734		\$ 59,314		\$219,980		\$ 279,294
17		\$ 91,512		\$ 64,058		\$237,575		\$ 301,634
18		\$ 92,839		\$ 64,987		\$241,020		\$ 306,007
19		\$ 94,185		\$ 65,929		\$244,515		\$ 310,444
20		\$ 95,550		\$ 66,885		\$248,060		\$ 314,946
21		\$ 103,536		\$ 72,475		\$268,792		\$ 341,268
22		\$ 105,037		\$ 73,526		\$272,690		\$ 346,216
23		\$ 106,560		\$ 74,592		\$276,644		\$ 351,236
24		\$ 108,860		\$ 76,202		\$282,613		\$ 358,815
25		\$ 116,665		\$ 81,665		\$302,875		\$ 384,541
26		\$ 118,356		\$ 82,849		\$307,267		\$ 390,116
27		\$ 120,860		\$ 84,602		\$313,767		\$ 398,369
28		\$ 123,411		\$ 86,388		\$320,391		\$ 406,779
29		\$ 132,607		\$ 92,825		\$344,263		\$ 437,088
30		\$ 134,941		\$ 94,458		\$350,322		\$ 444,781

Total	\$ 2,643,368	\$ 1,850,357	\$6,862,505	\$ 8,712,862
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SUPPLEMENTAL PILOT PAYMENT APPROVAL

PILOT/HCBA APPROVAL RESOLUTION



TOWN OF FORT EDWARD

118 BROADWAY

P.O. BOX 127

FORT EDWARD, N.Y. 12828-0127

RESOLUTION NUMBER 21 OF 2021

MOTION BY COUNCILMAN MIDDLETON

SECONDED BY COUNCILWOMAN MULLEN

RESOLUTION APPROVING (A) THE PAYMENT TERMS AND CONDITIONS OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT AND (B) THE PAYMENT TERMS AND CONDITIONS OF CERTAIN HOST COMMUNITY BENEFIT AGREEMENTS TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON CIVIC DEVELOPMENT CORPORATION AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT.

BE IT ENACTED by the Town Board of the Town of Fort Edward, New York (the "Town Board"), as follows:

WHEREAS, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (the "Enabling Act") and Chapter 862 of the 1971 Laws of New York, as amended, constituting Section 890-c of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), the Board of Supervisors of Warren County and the Board of Supervisors of Washington County have heretofore appointed the Chairman and members of Counties of Warren and Washington Industrial Development Agency (the "Agency") and have duly caused to be filed in the office of the Secretary of State of the State of New York the certificates required by Section 856 of the Act; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, CHPE LLC, a New York State limited liability company (the "Company"), has submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of Company, said Project consisting of the following: (A)(1) the acquisition of an interest in the Company's interest in certain upland parcels of land and in the Company's interim

permit and easement issued or to be issued by the New York State Office of General Services ("OGS") in relation to submerged State-owned land, such upland and submerged lands located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York (collectively, the "Land"), (2) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt ("MW") high-voltage direct current ("HVDC") electric transmission line and related infrastructure (collectively, the "Improvements") and (3) the acquisition and installation thereon and therein of certain related machinery and equipment, including but not limited to, two (2) five-inch diameter HVDC transmission cables (collectively, the "Equipment") (the Land, the Improvements and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be used and operated by the Company as a portion of an electric power transmission line from the U.S.-Canada border to New York City; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver (A) a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, and (B) certain host community benefit agreements (collectively, the "Host Community Benefit Agreements," and, individually, a "Host Community Benefit Agreement") by and between the Counties of Warren and Washington Civic Development Corporation (the "CDC") and the Company, pursuant to which the Company will agree to pay certain host community benefit payments to the CDC pursuant to each Host Community Benefit Agreement for the benefit of (1) the Town of Fort Edward (the "Town") and the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, (2) Washington County, (3) the Putnam Central School District, the Whitehall Central School District, the Fort Ann Central School District, the Hudson Falls Central School District and the Fort Edward Central School District, and (4) the Villages of Whitehall, Fort Ann and Fort Edward; and

WHEREAS, the Agency desires that the Town of Fort Edward, through its Town Board, as one of the affected tax jurisdictions with respect to the Project Facility, adopt a resolution indicating whether the Town Board agrees to the terms of the (A) proposed PILOT Agreement, and (B) the proposed Host Community Benefit Agreements;

NOW, THEREFORE, BE IT RESOLVED by the Town Board, as follows:

Section 1. For the purpose of satisfying the requirements contained in the Agency's Uniform Tax Exemption Policy (the "UTEP Policy") and the Act, the Town Board hereby (1) acknowledges notification of any deviation from the Agency's UTEP Policy, (2) waives any formal notice from the Agency of any deviation from the Agency's UTEP Policy, (3) approves the payment terms to be contained in the PILOT Agreement, as substantially described in Schedule A attached, and (4) approves the payment terms to be contained in the Host Community Benefit Agreements, as substantially described in Schedule A attached.

Section 2. The Town Supervisor of the Town is hereby authorized, on behalf of the Town of Fort Edward, to execute and deliver a consent to the PILOT Agreement for the purpose of evidencing its approval to the proposed payment terms of the PILOT Agreement, said PILOT Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and insertions as the

Town Supervisor of the Town shall approve, the execution thereof by the Town Supervisor of the Town to constitute conclusive evidence of such approval.

Section 3. The Town Supervisor of the Town is hereby further authorized, on behalf of the Town of Fort Edward, to execute and deliver a consent to the Host Community Benefit Agreement relating to the Town for the purpose of evidencing its approval to the proposed payment terms of the Host Community Benefit Agreement, said Host Community Benefit Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and insertions as the Town Supervisor of the Town shall approve, the execution thereof by the Town Supervisor of the Town to constitute conclusive evidence of such approval.

Section 4. The officers, employees and agents of the Town of Fort Edward are hereby authorized and directed for and in the name and on behalf of the Town of Fort Edward to do all acts and things required or provided for by the applicable provisions of this Resolution in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement and the Host Community Benefit Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 5. This resolution shall take effect immediately.

The resolution was duly adopted by a vote on roll call: Councilman Middleton – AYE
Councilwoman Mullen – AYE
Councilwoman Collier – AYE
Supervisor Fisher - AYE

Dated: July 12, 2021

STATE OF NEW YORK)
)SS.:
COUNTY OF WASHINGTON)

I, the undersigned Town Clerk of the Town Board of the Town of Fort Edward, DO HEREBY CERTIFY that the preceding Resolution was duly adopted by the Town Board of the Town of Fort Edward at a regular meeting of the said Town Board of the Town of Fort Edward duly called and held on July 12, 2021; that said Resolution was entered in the minutes of said meeting; and that I have compared the foregoing copy with the original thereof now on file in my office and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I FURTHER CERTIFY that (A) all members of said Town Board of the Town of Fort Edward had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Town Board of the Town of Fort Edward present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Fort Edward, New York this 12th day of July, 2021.



BY: Aimee Mahoney
Town Clerk of the Town Board of the Town of Fort
Edward, New York

CHAMPLAIN HUDSON POWER EXPRESS						
TOWN OF FORT EDWARD						
YEAR	TAX	PILOT	CHBP	ANNUAL PAYMENT		
Initial Year of Ops	\$ 39,010	\$ 27,307	\$ 32,945	\$ 60,252		
2	\$ 39,576	\$ 27,703	\$ 33,423	\$ 61,126		
3	\$ 40,150	\$ 28,105	\$ 33,908	\$ 62,012		
4	\$ 40,732	\$ 28,512	\$ 34,399	\$ 62,912		
5	\$ 44,680	\$ 31,276	\$ 37,734	\$ 69,010		
6	\$ 45,537	\$ 31,876	\$ 38,457	\$ 70,334		
7	\$ 46,198	\$ 32,338	\$ 39,015	\$ 71,353		
8	\$ 46,867	\$ 32,807	\$ 39,581	\$ 72,388		
9	\$ 51,104	\$ 35,772	\$ 43,158	\$ 78,931		
10	\$ 51,845	\$ 36,291	\$ 43,784	\$ 80,075		
11	\$ 52,821	\$ 36,975	\$ 44,609	\$ 81,584		
12	\$ 53,587	\$ 37,511	\$ 45,256	\$ 82,767		
13	\$ 58,132	\$ 40,692	\$ 49,094	\$ 89,786		
14	\$ 58,974	\$ 41,282	\$ 49,806	\$ 91,088		
15	\$ 59,830	\$ 41,881	\$ 50,528	\$ 92,409		
16	\$ 60,939	\$ 42,657	\$ 51,465	\$ 94,122		
17	\$ 65,813	\$ 46,069	\$ 55,581	\$ 101,650		
18	\$ 66,767	\$ 46,737	\$ 56,387	\$ 103,124		
19	\$ 67,736	\$ 47,415	\$ 57,205	\$ 104,620		
20	\$ 68,718	\$ 48,102	\$ 58,034	\$ 106,137		
21	\$ 74,461	\$ 52,123	\$ 62,884	\$ 115,007		
22	\$ 75,541	\$ 52,878	\$ 63,796	\$ 116,675		
23	\$ 76,636	\$ 53,645	\$ 64,721	\$ 118,366		
24	\$ 78,290	\$ 54,803	\$ 66,118	\$ 120,920		
25	\$ 83,903	\$ 58,732	\$ 70,858	\$ 129,590		
26	\$ 85,119	\$ 59,583	\$ 71,886	\$ 131,469		
27	\$ 86,920	\$ 60,844	\$ 73,406	\$ 134,250		
28	\$ 88,755	\$ 62,128	\$ 74,956	\$ 137,084		
29	\$ 95,368	\$ 66,757	\$ 80,541	\$ 147,298		
30	\$ 97,046	\$ 67,932	\$ 81,958	\$ 149,891		

Total		\$ 1,901,052		\$ 1,330,736		\$ 1,605,492		\$ 2,936,229
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SUPPLEMENTAL PILOT PAYMENT APPROVAL

PILOT CALCULATIONS BY TAXING JURISDICTION																
Year	Washington County	Town of Putnam	Town of Draxton	Town of Whitehall	Town of Fort Ann	Town of Hartford	Town of Kimbrough	Town of Edwared	Village of Whitehall	Village of Fort Ann	Village of Fort Edwared	Putnam CSD	Whitehall CSD	Fort Ann CSD	Hudson Falls CSD	Fort Edward CSD
1	\$567,343	\$80,933	\$99,429	\$156,700	\$53,043	\$4,707	\$85,555	\$33,352	\$23,294	\$5,998	\$58,288	\$32,747	\$38,292	\$22,441	\$176,452	\$100,111
2	\$575,569	\$82,107	\$100,870	\$138,682	\$58,585	\$4,775	\$86,006	\$39,922	\$26,312	\$6,085	\$59,278	\$33,947	\$38,848	\$22,566	\$178,993	\$101,563
3	\$583,915	\$83,297	\$102,393	\$140,693	\$59,799	\$4,844	\$86,545	\$40,901	\$29,218	\$6,173	\$60,173	\$34,514	\$39,417	\$22,838	\$181,585	\$103,035
4	\$592,282	\$84,505	\$103,812	\$142,733	\$60,605	\$4,913	\$86,942	\$41,089	\$29,214	\$6,262	\$60,522	\$34,599	\$39,522	\$22,858	\$184,218	\$104,529
5	\$599,996	\$85,724	\$105,236	\$144,816	\$61,499	\$5,000	\$87,393	\$41,284	\$29,214	\$6,351	\$60,931	\$34,687	\$39,635	\$22,891	\$186,866	\$105,500
6	\$607,822	\$86,953	\$106,661	\$146,916	\$62,406	\$5,087	\$87,844	\$41,479	\$29,214	\$6,440	\$61,382	\$34,776	\$39,748	\$22,923	\$189,489	\$106,583
7	\$615,651	\$88,182	\$108,085	\$149,027	\$63,313	\$5,174	\$88,295	\$41,670	\$29,214	\$6,529	\$61,833	\$34,861	\$39,861	\$22,955	\$192,112	\$107,666
8	\$623,480	\$89,411	\$109,554	\$151,138	\$64,220	\$5,261	\$88,746	\$41,861	\$29,214	\$6,618	\$62,284	\$34,946	\$39,976	\$22,987	\$194,735	\$108,749
9	\$631,309	\$90,640	\$111,023	\$153,249	\$65,127	\$5,348	\$89,197	\$42,052	\$29,214	\$6,707	\$62,735	\$35,031	\$40,091	\$23,019	\$197,358	\$109,832
10	\$639,138	\$91,869	\$112,492	\$155,360	\$66,034	\$5,435	\$89,648	\$42,243	\$29,214	\$6,796	\$63,186	\$35,116	\$40,206	\$23,051	\$200,000	\$110,919
11	\$646,967	\$93,098	\$113,961	\$157,471	\$66,941	\$5,522	\$90,099	\$42,434	\$29,214	\$6,885	\$63,637	\$35,201	\$40,321	\$23,083	\$202,623	\$112,006
12	\$654,796	\$94,327	\$115,430	\$159,582	\$67,848	\$5,609	\$90,550	\$42,625	\$29,214	\$6,974	\$64,088	\$35,286	\$40,436	\$23,115	\$205,246	\$113,093
13	\$662,625	\$95,556	\$116,899	\$161,693	\$68,755	\$5,696	\$91,001	\$42,816	\$29,214	\$7,063	\$64,539	\$35,371	\$40,551	\$23,147	\$207,869	\$114,180
14	\$670,454	\$96,785	\$118,368	\$163,804	\$69,662	\$5,783	\$91,452	\$43,007	\$29,214	\$7,152	\$64,990	\$35,456	\$40,666	\$23,179	\$210,492	\$115,267
15	\$678,283	\$98,014	\$119,837	\$165,915	\$70,569	\$5,870	\$91,903	\$43,198	\$29,214	\$7,241	\$65,441	\$35,541	\$40,781	\$23,211	\$213,115	\$116,354
16	\$686,112	\$99,243	\$121,306	\$168,026	\$71,476	\$5,957	\$92,354	\$43,389	\$29,214	\$7,330	\$65,892	\$35,626	\$40,896	\$23,243	\$215,738	\$117,441
17	\$693,941	\$100,472	\$122,775	\$170,137	\$72,383	\$6,044	\$92,805	\$43,580	\$29,214	\$7,419	\$66,343	\$35,711	\$41,011	\$23,275	\$218,361	\$118,528
18	\$701,770	\$101,701	\$124,244	\$172,248	\$73,290	\$6,131	\$93,256	\$43,771	\$29,214	\$7,508	\$66,794	\$35,796	\$41,126	\$23,307	\$220,984	\$119,615
19	\$709,600	\$102,930	\$125,713	\$174,359	\$74,197	\$6,218	\$93,707	\$43,962	\$29,214	\$7,597	\$67,245	\$35,881	\$41,241	\$23,339	\$223,607	\$120,702
20	\$717,429	\$104,159	\$127,182	\$176,470	\$75,104	\$6,305	\$94,158	\$44,153	\$29,214	\$7,686	\$67,696	\$35,966	\$41,356	\$23,371	\$226,230	\$121,789
21	\$725,258	\$105,388	\$128,651	\$178,581	\$76,011	\$6,392	\$94,609	\$44,344	\$29,214	\$7,775	\$68,147	\$36,051	\$41,471	\$23,403	\$228,853	\$122,876
22	\$733,087	\$106,617	\$130,120	\$180,692	\$76,918	\$6,479	\$95,060	\$44,535	\$29,214	\$7,864	\$68,598	\$36,136	\$41,586	\$23,435	\$231,476	\$123,963
23	\$740,916	\$107,846	\$131,589	\$182,803	\$77,825	\$6,566	\$95,511	\$44,726	\$29,214	\$7,953	\$69,049	\$36,221	\$41,701	\$23,467	\$234,099	\$125,050
24	\$748,745	\$109,075	\$133,058	\$184,914	\$78,732	\$6,653	\$95,962	\$44,917	\$29,214	\$8,042	\$69,500	\$36,306	\$41,816	\$23,499	\$236,722	\$126,137
25	\$756,574	\$110,304	\$134,527	\$187,025	\$79,639	\$6,740	\$96,413	\$45,108	\$29,214	\$8,131	\$70,051	\$36,391	\$41,931	\$23,531	\$239,345	\$127,224
26	\$764,403	\$111,533	\$135,996	\$189,136	\$80,546	\$6,827	\$96,864	\$45,299	\$29,214	\$8,220	\$70,602	\$36,476	\$42,046	\$23,563	\$241,968	\$128,311
27	\$772,232	\$112,762	\$137,465	\$191,247	\$81,453	\$6,914	\$97,315	\$45,490	\$29,214	\$8,309	\$71,153	\$36,561	\$42,161	\$23,595	\$244,591	\$129,398
28	\$780,061	\$114,000	\$138,934	\$193,358	\$82,360	\$7,001	\$97,766	\$45,681	\$29,214	\$8,398	\$71,704	\$36,646	\$42,276	\$23,627	\$247,214	\$130,485
29	\$787,890	\$115,239	\$140,403	\$195,469	\$83,267	\$7,088	\$98,217	\$45,872	\$29,214	\$8,487	\$72,255	\$36,731	\$42,391	\$23,659	\$249,837	\$131,572
30	\$795,719	\$116,478	\$141,872	\$197,580	\$84,174	\$7,175	\$98,668	\$46,063	\$29,214	\$8,576	\$72,806	\$36,816	\$42,506	\$23,691	\$252,460	\$132,659

CONSENT BY AFFECTED TAX JURISDICTIONS

The amount of PILOT Payments and the allocation of such payments among the affected tax jurisdictions described in this Table are hereby approved and consented to.

TOWN OF FORT EDWARD

By: *Timothy Fowler*
 Authorized Officer

PILOT/HCBA APPROVAL RESOLUTION

**PILOT/HOST COMMUNITY APPROVAL RESOLUTION
TOWN OF HARTFORD
CHPE LLC PROJECT**

Supervisor Haff offered the following resolution, and moved its adoption:

RESOLUTION NO. 21133

RESOLUTION APPROVING (A) THE PAYMENT TERMS AND CONDITIONS OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT AND (B) THE PAYMENT TERMS AND CONDITIONS OF CERTAIN HOST COMMUNITY BENEFIT AGREEMENTS TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON CIVIC DEVELOPMENT CORPORATION AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT.

BE IT ENACTED by the Town Board of the Town of Hartford, New York (the "Town Board"), as follows:

WHEREAS, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (the "Enabling Act") and Chapter 862 of the 1971 Laws of New York, as amended, constituting Section 890-c of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), the Board of Supervisors of Warren County and the Board of Supervisors of Washington County have heretofore appointed the Chairman and members of Counties of Warren and Washington Industrial Development Agency (the "Agency") and have duly caused to be filed in the office of the Secretary of State of the State of New York the certificates required by Section 856 of the Act; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, CHPE LLC, a New York State limited liability company (the "Company"), has submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of Company, said Project consisting of the following: (A)(1) the acquisition of an interest in the Company's interest in certain upland parcels of land and in the Company's interim permit and easement issued or to be issued by the New York State Office of General Services ("OGS") in relation to submerged State-owned land, such upland and submerged lands located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York (collectively, the "Land"), (2) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt ("MW") high-voltage direct current ("HVDC") electric transmission line and related infrastructure (collectively, the "Improvements") and (3) the acquisition and installation thereon and therein of certain related machinery and equipment, including but not limited to, two (2) five-inch diameter HVDC

transmission cables (collectively, the "Equipment") (the Land, the Improvements and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be used and operated by the Company as a portion of an electric power transmission line from the U.S.-Canada border to New York City; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver (A) a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, and (B) certain host community benefit agreements (collectively, the "Host Community Benefit Agreements," and, individually, a "Host Community Benefit Agreement") by and between the Counties of Warren and Washington Civic Development Corporation (the "CDC") and the Company, pursuant to which the Company will agree to pay certain host community benefit payments to the CDC pursuant to each Host Community Benefit Agreement for the benefit of (1) the Town of Hartford (the "Town") and the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, (2) Washington County, (3) the Putnam Central School District, the Whitehall Central School District, the Fort Ann Central School District, the Hudson Falls Central School District and the Fort Edward Central School District, and (4) the Villages of Whitehall, Fort Ann and Fort Edward; and

WHEREAS, the Agency desires that the Town of Hartford, through its Town Board, as one of the affected tax jurisdictions with respect to the Project Facility, adopt a resolution indicating whether the Town Board agrees to the terms of the (A) proposed PILOT Agreement, and (B) the proposed Host Community Benefit Agreements;

NOW, THEREFORE, BE IT RESOLVED by the Town Board, as follows:

Section 1. For the purpose of satisfying the requirements contained in the Agency's Uniform Tax Exemption Policy (the "UTEP Policy") and the Act, the Town Board hereby (1) acknowledges notification of any deviation from the Agency's UTEP Policy, (2) waives any formal notice from the Agency of any deviation from the Agency's UTEP Policy, (3) approves the payment terms to be contained in the PILOT Agreement, as substantially described in Schedule A attached, and (4) approves the payment terms to be contained in the Host Community Benefit Agreements, as substantially described in Schedule A attached.

Section 2. The Town Supervisor of the Town is hereby authorized, on behalf of the Town of Hartford, to execute and deliver a consent to the PILOT Agreement for the purpose of evidencing its approval to the proposed payment terms of the PILOT Agreement, said PILOT Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and insertions as the Town Supervisor of the Town shall approve, the execution thereof by the Town Supervisor of the Town to constitute conclusive evidence of such approval.

Section 3. The Town Supervisor of the Town is hereby further authorized, on behalf of the Town of Hartford, to execute and deliver a consent to the Host Community Benefit Agreement relating to the Town for the purpose of evidencing its approval to the proposed payment terms of the Host Community Benefit Agreement, said Host Community Benefit Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and insertions as the Town Supervisor

of the Town shall approve, the execution thereof by the Town Supervisor of the Town to constitute conclusive evidence of such approval.

Section 4. The officers, employees and agents of the Town of Hartford are hereby authorized and directed for and in the name and on behalf of the Town of Hartford to do all acts and things required or provided for by the applicable provisions of this Resolution in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement and the Host Community Benefit Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 5. This resolution shall take effect immediately.

The resolution was duly seconded by Councilwoman Beecher and the resolution was duly adopted by a vote on roll call.

STATE OF NEW YORK)
)SS.:
COUNTY OF WASHINGTON)

I, the undersigned Clerk of the Town Board of the Town of Hartford, DO HEREBY CERTIFY that the preceding Resolution was duly adopted by the Town Board of the Town of Hartford at a regular meeting of the said Town Board of the Town of Hartford duly called and held on July 13, 2021; that said Resolution was entered in the minutes of said meeting; and that I have compared the foregoing copy with the original thereof now on file in my office and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I FURTHER CERTIFY that (A) all members of said Town Board of the Town of Hartford had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Town Board of the Town of Hartford present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Hartford, New York this 14 day of July, 2021.

BY: *Deaune Pettey*
Clerk of the Town Board of the Town of Hartford,
New York



(SEAL)

SCHEDULE A

PILOT AND HOST COMMUNITY BENEFIT PAYMENT TERMS

- SEE ATTACHED -

COMMUNITY HOST BENEFIT PACKAGE AMOUNT PER MILE		TOWN/VILLAGE										BY	
MILES	FUND TOTAL	Putnam	Dresden	Whitehall	Village	Fort Ann	Fort Ann	Hartford	Kingsbury	Fort Edward	Fort Edward	Total Mileage	
YEAR	Per Mile	11.02163	10.490983	4.8844782	3.081335	5.940598	0.48907	0.221026	7.97694	1.389811	1.523138	47.01901	
1	\$ 1,114,577	\$23,705	\$261,266	\$248,687	\$115,786	\$73,043	\$140,821	\$11,593	\$5,239	\$189,092	\$32,945	\$36,106	
2	\$ 1,130,739	\$24,049	\$265,054	\$252,293	\$117,465	\$74,102	\$142,863	\$11,761	\$5,315	\$191,834	\$33,423	\$36,629	
3	\$ 1,147,134	\$24,397	\$268,897	\$255,951	\$119,168	\$75,176	\$144,934	\$11,932	\$5,392	\$194,615	\$33,908	\$37,160	
4	\$ 1,163,768	\$24,751	\$272,796	\$259,662	\$120,896	\$76,266	\$147,036	\$12,105	\$5,471	\$197,437	\$34,399	\$37,699	
5	\$ 1,276,573	\$27,150	\$299,239	\$284,832	\$132,614	\$83,659	\$161,288	\$13,278	\$6,001	\$216,575	\$37,734	\$41,353	
6	\$ 1,301,064	\$27,671	\$304,980	\$290,296	\$135,158	\$85,264	\$164,382	\$13,533	\$6,116	\$220,730	\$38,457	\$42,147	
7	\$ 1,319,929	\$28,072	\$309,402	\$294,505	\$137,118	\$86,500	\$166,766	\$13,729	\$6,205	\$223,931	\$39,015	\$42,758	
8	\$ 1,339,068	\$28,479	\$313,888	\$298,776	\$139,106	\$87,754	\$169,184	\$13,928	\$6,295	\$227,178	\$39,581	\$43,378	
9	\$ 1,460,102	\$31,053	\$342,259	\$325,781	\$151,680	\$95,686	\$184,476	\$15,187	\$6,864	\$247,711	\$43,158	\$47,299	
10	\$ 1,481,273	\$31,504	\$347,222	\$330,505	\$153,879	\$97,073	\$187,151	\$15,408	\$6,963	\$251,303	\$43,784	\$47,984	
11	\$ 1,509,178	\$32,097	\$353,763	\$336,731	\$156,778	\$98,902	\$190,676	\$15,698	\$7,094	\$256,037	\$44,609	\$48,888	
12	\$ 1,531,061	\$32,563	\$358,829	\$341,614	\$159,051	\$100,336	\$193,441	\$15,925	\$7,197	\$259,750	\$45,256	\$49,597	
13	\$ 1,660,901	\$35,324	\$389,329	\$370,584	\$172,540	\$108,845	\$209,846	\$17,276	\$7,808	\$281,778	\$49,094	\$53,803	
14	\$ 1,684,985	\$35,836	\$394,974	\$375,957	\$175,041	\$110,423	\$212,889	\$17,526	\$7,921	\$285,864	\$49,806	\$54,584	
15	\$ 1,709,417	\$36,356	\$400,701	\$381,409	\$177,579	\$112,025	\$215,976	\$17,781	\$8,036	\$290,009	\$50,528	\$55,375	
16	\$ 1,741,109	\$37,030	\$408,130	\$388,480	\$180,872	\$114,102	\$219,980	\$18,110	\$8,185	\$295,385	\$51,465	\$56,402	
17	\$ 1,880,376	\$39,992	\$440,775	\$419,554	\$195,339	\$123,228	\$237,575	\$19,559	\$8,839	\$319,012	\$55,581	\$60,913	
18	\$ 1,907,641	\$40,572	\$447,166	\$425,637	\$198,172	\$125,015	\$241,020	\$19,842	\$8,967	\$323,638	\$56,387	\$61,796	
19	\$ 1,935,302	\$41,160	\$453,650	\$431,809	\$201,045	\$126,828	\$244,515	\$20,130	\$9,097	\$328,331	\$57,205	\$62,692	
20	\$ 1,963,364	\$41,757	\$460,228	\$438,070	\$203,960	\$128,667	\$248,060	\$20,422	\$9,229	\$333,092	\$58,034	\$63,601	
21	\$ 2,127,455	\$45,247	\$498,692	\$474,682	\$221,006	\$139,420	\$268,792	\$22,129	\$10,001	\$360,930	\$62,884	\$68,917	
22	\$ 2,158,303	\$45,903	\$505,923	\$481,565	\$224,211	\$141,442	\$272,690	\$22,450	\$10,146	\$366,164	\$63,796	\$69,916	
23	\$ 2,189,598	\$46,568	\$513,259	\$488,548	\$227,462	\$143,493	\$276,644	\$22,775	\$10,293	\$371,473	\$64,721	\$70,930	
24	\$ 2,236,845	\$47,573	\$524,334	\$499,090	\$232,370	\$146,589	\$282,613	\$23,267	\$10,515	\$379,489	\$66,118	\$72,461	
25	\$ 2,397,217	\$50,984	\$561,977	\$534,872	\$249,030	\$157,099	\$302,875	\$24,935	\$11,269	\$406,696	\$71,886	\$77,656	
26	\$ 2,431,977	\$51,723	\$570,075	\$542,628	\$252,641	\$159,377	\$307,267	\$25,296	\$11,432	\$412,593	\$73,406	\$78,782	
27	\$ 2,483,422	\$52,817	\$582,134	\$554,107	\$257,985	\$162,748	\$313,767	\$25,831	\$11,674	\$421,321	\$74,956	\$80,448	
28	\$ 2,535,848	\$53,932	\$594,423	\$565,804	\$263,432	\$166,184	\$320,391	\$26,377	\$11,920	\$430,216	\$74,956	\$82,147	
29	\$ 2,724,794	\$57,951	\$638,713	\$607,962	\$283,060	\$178,566	\$344,263	\$28,342	\$12,809	\$462,271	\$80,541	\$88,267	
30	\$ 2,772,752	\$58,971	\$649,955	\$618,662	\$288,042	\$181,709	\$350,322	\$28,841	\$13,034	\$470,407	\$81,958	\$89,821	
	\$ 54,315,773		\$12,732,049	\$12,119,053	\$5,642,488	\$3,559,520	\$6,862,505	\$664,968	\$255,326	\$9,214,862	\$1,605,492	\$1,759,510	

CHAMPLAIN HUDSON POWER EXPRESS						
TOWN OF HARTFORD						
YEAR	TAX	PILOT	CHBP	ANNUAL PAYMENT		
Initial Year of Ops	\$ 4,458	\$ 3,121	\$ 5,239	\$ 8,360		
2	\$ 4,523	\$ 3,166	\$ 5,315	\$ 8,481		
3	\$ 4,589	\$ 3,212	\$ 5,392	\$ 8,604		
4	\$ 4,655	\$ 3,259	\$ 5,471	\$ 8,729		
5	\$ 5,106	\$ 3,574	\$ 6,001	\$ 9,575		
6	\$ 5,204	\$ 3,643	\$ 6,116	\$ 9,759		
7	\$ 5,280	\$ 3,696	\$ 6,205	\$ 9,900		
8	\$ 5,356	\$ 3,749	\$ 6,295	\$ 10,044		
9	\$ 5,840	\$ 4,088	\$ 6,864	\$ 10,952		
10	\$ 5,925	\$ 4,148	\$ 6,963	\$ 11,111		
11	\$ 6,037	\$ 4,226	\$ 7,094	\$ 11,320		
12	\$ 6,124	\$ 4,287	\$ 7,197	\$ 11,484		
13	\$ 6,644	\$ 4,651	\$ 7,808	\$ 12,458		
14	\$ 6,740	\$ 4,718	\$ 7,921	\$ 12,639		
15	\$ 6,838	\$ 4,786	\$ 8,036	\$ 12,822		
16	\$ 6,964	\$ 4,875	\$ 8,185	\$ 13,060		
17	\$ 7,522	\$ 5,265	\$ 8,839	\$ 14,104		
18	\$ 7,631	\$ 5,341	\$ 8,967	\$ 14,309		
19	\$ 7,741	\$ 5,419	\$ 9,097	\$ 14,516		
20	\$ 7,853	\$ 5,497	\$ 9,229	\$ 14,727		
21	\$ 8,510	\$ 5,957	\$ 10,001	\$ 15,958		
22	\$ 8,633	\$ 6,043	\$ 10,146	\$ 16,189		
23	\$ 8,758	\$ 6,131	\$ 10,293	\$ 16,424		
24	\$ 8,947	\$ 6,263	\$ 10,515	\$ 16,778		
25	\$ 9,589	\$ 6,712	\$ 11,269	\$ 17,981		
26	\$ 9,728	\$ 6,810	\$ 11,432	\$ 18,242		
27	\$ 9,934	\$ 6,954	\$ 11,674	\$ 18,628		
28	\$ 10,143	\$ 7,100	\$ 11,920	\$ 19,021		
29	\$ 10,899	\$ 7,629	\$ 12,809	\$ 20,438		
30	\$ 11,091	\$ 7,764	\$ 13,034	\$ 20,798		

Total		\$ 217,263		\$ 152,084		\$ 255,326		\$ 407,411
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SUPPLEMENTAL PILOT PAYMENT APPROVAL

PLOT CALCULATIONS BY TOWN JURISDICTION	Washington County	Town of Hudson	Town of Dresden	Town of Whitehall	Town of Fort Ann	Town of Hartford	Town of Highburgh	Town of Edward	Village of Whitehall	Village of Fort Ann	Village of Fort Edward	Putnam CSD	Whitehall CSD	Fort Ann CSD	Hudson Fair CSD	Fort Edward CSD
1	\$557,243	\$60,285	\$99,429	\$156,700	\$50,498	\$4,707	\$13,464	\$39,132	\$294,904	\$5,059	\$48,248	\$92,747	\$382,932	\$22,242	\$16,492	\$100,111
2	\$270,589	\$30,107	\$40,259	\$79,662	\$26,385	\$4,773	\$16,908	\$39,922	\$230,812	\$4,029	\$29,278	\$53,917	\$388,484	\$22,568	\$16,990	\$101,668
3	\$593,915	\$69,287	\$100,250	\$140,696	\$46,644	\$4,644	\$14,935	\$40,001	\$220,728	\$5,522	\$47,242	\$86,389	\$599,632	\$23,256	\$14,985	\$103,915
4	\$92,832	\$9,453	\$10,817	\$21,733	\$6,603	\$4,313	\$8,942	\$4,915	\$44,009	\$24,214	\$6,821	\$12,402	\$59,632	\$23,256	\$14,985	\$103,915
5	\$849,958	\$92,724	\$138,914	\$156,615	\$55,489	\$5,399	\$16,031	\$44,015	\$264,869	\$6,821	\$71,206	\$126,592	\$418,728	\$24,497	\$16,492	\$104,095
6	\$661,922	\$75,405	\$116,615	\$159,506	\$50,721	\$4,922	\$14,288	\$46,917	\$271,784	\$1,680	\$79,600	\$146,592	\$418,728	\$24,497	\$16,492	\$104,095
7	\$571,591	\$65,605	\$117,689	\$161,619	\$48,703	\$4,922	\$14,288	\$46,917	\$271,784	\$1,680	\$79,600	\$146,592	\$418,728	\$24,497	\$16,492	\$104,095
8	\$649,423	\$87,194	\$133,408	\$164,165	\$50,703	\$4,922	\$14,288	\$46,917	\$271,784	\$1,680	\$79,600	\$146,592	\$418,728	\$24,497	\$16,492	\$104,095
9	\$243,133	\$26,011	\$30,238	\$61,165	\$20,703	\$3,622	\$10,228	\$47,288	\$47,288	\$1,288	\$7,284	\$12,844	\$80,003	\$9,272	\$6,821	\$34,022
10	\$753,818	\$87,848	\$129,138	\$179,058	\$61,029	\$6,169	\$17,076	\$47,288	\$278,734	\$1,203	\$80,859	\$146,003	\$99,272	\$45,958	\$27,132	\$120,225
11	\$767,510	\$82,502	\$124,526	\$181,654	\$61,131	\$6,255	\$17,320	\$47,288	\$278,734	\$1,203	\$80,859	\$146,003	\$99,272	\$45,958	\$27,132	\$120,225
12	\$770,720	\$82,502	\$124,526	\$181,654	\$61,131	\$6,255	\$17,320	\$47,288	\$278,734	\$1,203	\$80,859	\$146,003	\$99,272	\$45,958	\$27,132	\$120,225
13	\$544,034	\$59,090	\$78,246	\$120,246	\$40,611	\$3,727	\$11,744	\$31,744	\$154,144	\$3,172	\$24,144	\$44,144	\$217,444	\$11,744	\$7,244	\$34,144
14	\$587,254	\$63,206	\$84,246	\$129,246	\$43,727	\$3,727	\$11,744	\$31,744	\$154,144	\$3,172	\$24,144	\$44,144	\$217,444	\$11,744	\$7,244	\$34,144
15	\$569,725	\$61,085	\$81,422	\$126,611	\$42,727	\$3,727	\$11,744	\$31,744	\$154,144	\$3,172	\$24,144	\$44,144	\$217,444	\$11,744	\$7,244	\$34,144
16	\$588,595	\$63,206	\$84,246	\$129,246	\$43,727	\$3,727	\$11,744	\$31,744	\$154,144	\$3,172	\$24,144	\$44,144	\$217,444	\$11,744	\$7,244	\$34,144
17	\$595,432	\$64,485	\$86,614	\$132,045	\$44,913	\$3,913	\$12,170	\$33,170	\$160,320	\$3,320	\$25,320	\$45,320	\$222,320	\$12,170	\$7,670	\$35,170
18	\$590,280	\$63,404	\$85,015	\$130,615	\$44,407	\$3,913	\$12,170	\$33,170	\$160,320	\$3,320	\$25,320	\$45,320	\$222,320	\$12,170	\$7,670	\$35,170
19	\$584,349	\$62,421	\$83,702	\$129,207	\$43,907	\$3,913	\$12,170	\$33,170	\$160,320	\$3,320	\$25,320	\$45,320	\$222,320	\$12,170	\$7,670	\$35,170
20	\$594,622	\$63,487	\$84,812	\$130,612	\$44,407	\$3,913	\$12,170	\$33,170	\$160,320	\$3,320	\$25,320	\$45,320	\$222,320	\$12,170	\$7,670	\$35,170
21	\$1,081,326	\$124,228	\$169,419	\$220,616	\$70,166	\$6,188	\$18,497	\$54,497	\$264,497	\$6,188	\$34,497	\$60,188	\$304,497	\$18,497	\$12,170	\$48,170
22	\$1,068,848	\$121,704	\$166,895	\$218,091	\$69,640	\$6,188	\$18,497	\$54,497	\$264,497	\$6,188	\$34,497	\$60,188	\$304,497	\$18,497	\$12,170	\$48,170
23	\$2,117,780	\$243,748	\$325,029	\$433,748	\$143,748	\$14,100	\$42,309	\$126,309	\$612,309	\$14,100	\$74,309	\$134,309	\$672,309	\$24,309	\$16,170	\$56,170
24	\$1,285,590	\$143,698	\$191,016	\$252,616	\$82,595	\$7,822	\$23,278	\$69,278	\$346,278	\$7,822	\$40,278	\$74,278	\$376,278	\$23,278	\$15,170	\$51,170
25	\$1,217,438	\$133,672	\$178,340	\$238,340	\$78,340	\$7,822	\$23,278	\$69,278	\$346,278	\$7,822	\$40,278	\$74,278	\$376,278	\$23,278	\$15,170	\$51,170
26	\$1,285,590	\$143,698	\$191,016	\$252,616	\$82,595	\$7,822	\$23,278	\$69,278	\$346,278	\$7,822	\$40,278	\$74,278	\$376,278	\$23,278	\$15,170	\$51,170
27	\$1,289,659	\$143,698	\$191,016	\$252,616	\$82,595	\$7,822	\$23,278	\$69,278	\$346,278	\$7,822	\$40,278	\$74,278	\$376,278	\$23,278	\$15,170	\$51,170
28	\$1,289,659	\$143,698	\$191,016	\$252,616	\$82,595	\$7,822	\$23,278	\$69,278	\$346,278	\$7,822	\$40,278	\$74,278	\$376,278	\$23,278	\$15,170	\$51,170
29	\$1,289,659	\$143,698	\$191,016	\$252,616	\$82,595	\$7,822	\$23,278	\$69,278	\$346,278	\$7,822	\$40,278	\$74,278	\$376,278	\$23,278	\$15,170	\$51,170
30	\$271,603,132	\$31,937,678	\$4,837,542	\$8,330,326	\$2,830,002	\$229,042	\$4,183,288	\$12,414,608	\$11,380,028	\$29,180	\$33,282,482	\$4,028,917	\$18,830,935	\$30,322,481	\$4,180,985	\$4,870,746

CONSENT BY AFFECTED TAX JURISDICTIONS

TOWN OF HARTFORD
 By: *Dona Hoff* / 1/21/22
 Authorized Officer

The amount of PILE OF Payments and the allocation of such payments among the affected tax jurisdictions described in this Table are hereby approved and consented to.

PILOT/HCBA APPROVAL RESOLUTION

**PILOT/HOST COMMUNITY APPROVAL RESOLUTION
TOWN OF KINGSBURY
CHPE LLC PROJECT**

Board Member Councilman Haessly offered the following resolution, and moved its adoption:

RESOLUTION NO. 3 of 2021

RESOLUTION APPROVING (A) THE PAYMENT TERMS AND CONDITIONS OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT AND (B) THE PAYMENT TERMS AND CONDITIONS OF CERTAIN HOST COMMUNITY BENEFIT AGREEMENTS TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON CIVIC DEVELOPMENT CORPORATION AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT.

BE IT ENACTED by the Town Board of the Town of Kingsbury, New York (the "Town Board"), as follows:

WHEREAS, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (the "Enabling Act") and Chapter 862 of the 1971 Laws of New York, as amended, constituting Section 890-c of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), the Board of Supervisors of Warren County and the Board of Supervisors of Washington County have heretofore appointed the Chairman and members of Counties of Warren and Washington Industrial Development Agency (the "Agency") and have duly caused to be filed in the office of the Secretary of State of the State of New York the certificates required by Section 856 of the Act; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, CHPE LLC, a New York State limited liability company (the "Company"), has submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of Company, said Project consisting of the following: (A)(1) the acquisition of an interest in the Company's interest in certain upland parcels of land and in the Company's interim permit and easement issued or to be issued by the New York State Office of General Services ("OGS") in relation to submerged State-owned land, such upland and submerged lands located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York (collectively, the "Land"), (2) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt ("MW") high-voltage direct current ("HVDC") electric transmission line and related infrastructure (collectively, the "Improvements") and (3) the acquisition and installation thereon and therein of certain

related machinery and equipment, including but not limited to, two (2) five-inch diameter HVDC transmission cables (collectively, the "Equipment") (the Land, the Improvements and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be used and operated by the Company as a portion of an electric power transmission line from the U.S.-Canada border to New York City; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver (A) a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, and (B) certain host community benefit agreements (collectively, the "Host Community Benefit Agreements," and, individually, a "Host Community Benefit Agreement") by and between the Counties of Warren and Washington Civic Development Corporation (the "CDC") and the Company, pursuant to which the Company will agree to pay certain host community benefit payments to the CDC pursuant to each Host Community Benefit Agreement for the benefit of (1) the Town of Kingsbury (the "Town") and the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, (2) Washington County, (3) the Putnam Central School District, the Whitehall Central School District, the Fort Ann Central School District, the Hudson Falls Central School District and the Fort Edward Central School District, and (4) the Villages of Whitehall, Fort Ann and Fort Edward; and

WHEREAS, the Agency desires that the Town of Kingsbury, through its Town Board, as one of the affected tax jurisdictions with respect to the Project Facility, adopt a resolution indicating whether the Town Board agrees to the terms of the (A) proposed PILOT Agreement, and (B) the proposed Host Community Benefit Agreements;

NOW, THEREFORE, BE IT RESOLVED by the Town Board, as follows:

Section 1. For the purpose of satisfying the requirements contained in the Agency's Uniform Tax Exemption Policy (the "UTEP Policy") and the Act, the Town Board hereby (1) acknowledges notification of any deviation from the Agency's UTEP Policy, (2) waives any formal notice from the Agency of any deviation from the Agency's UTEP Policy, (3) approves the payment terms to be contained in the PILOT Agreement, as substantially described in Schedule A attached, and (4) approves the payment terms to be contained in the Host Community Benefit Agreements, as substantially described in Schedule A attached.

Section 2. The Town Supervisor of the Town is hereby authorized, on behalf of the Town of Kingsbury, to execute and deliver a consent to the PILOT Agreement for the purpose of evidencing its approval to the proposed payment terms of the PILOT Agreement, said PILOT Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and insertions as the Town Supervisor of the Town shall approve, the execution thereof by the Town Supervisor of the Town to constitute conclusive evidence of such approval.

Section 3. The Town Supervisor of the Town is hereby further authorized, on behalf of the Town of Kingsbury, to execute and deliver a consent to the Host Community Benefit Agreement relating to the Town for the purpose of evidencing its approval to the proposed payment terms of the Host Community Benefit Agreement, said Host Community Benefit Agreement to contain the terms described

in Schedule A attached, with such changes, variations, omissions and insertions as the Town Supervisor of the Town shall approve, the execution thereof by the Town Supervisor of the Town to constitute conclusive evidence of such approval.

Section 4. The officers, employees and agents of the Town of Kingsbury are hereby authorized and directed for and in the name and on behalf of the Town of Kingsbury to do all acts and things required or provided for by the applicable provisions of this Resolution in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement and the Host Community Benefit Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 5. This resolution shall take effect immediately.

The resolution was duly seconded by Councilman _____ and the resolution was duly adopted by a vote on roll call. Washburn

Supervisor Hogan - Aye

Councilman Doyle - Aye

Councilman Haessly - Aye

Councilwoman Havens - Aye

Councilman Washburn - Aye

STATE OF NEW YORK)
)SS.:
COUNTY OF WASHINGTON)

I, the undersigned Town Clerk of the Town Board of the Town of Kingsbury, DO HEREBY CERTIFY that the preceding Resolution was duly adopted by the Town Board of the Town of Kingsbury at a regular meeting of the said Town Board of the Town of Kingsbury duly called and held on July 19, 2021; that said Resolution was entered in the minutes of said meeting; and that I have compared the foregoing copy with the original thereof now on file in my office and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I FURTHER CERTIFY that (A) all members of said Town Board of the Town of Kingsbury had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Town Board of the Town of Kingsbury present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Kingsbury, New York this 20th day of July, 2021.

BY: *Cynthia A. Baedon*
Town Clerk of the Town of Kingsbury, New York

(SEAL)

CHAMPLAIN HUDSON POWER EXPRESS						
TOWN OF KINGSBURY						
YEAR	TAX	PILOT	CHBP	ANNUAL PAYMENT		
Initial Year of Ops	\$ 76,163	\$ 53,314	\$ 189,275	\$ 242,589		
2	\$ 77,267	\$ 54,087	\$ 192,019	\$ 246,106		
3	\$ 78,388	\$ 54,871	\$ 194,804	\$ 249,675		
4	\$ 79,524	\$ 55,667	\$ 197,628	\$ 253,295		
5	\$ 87,233	\$ 61,063	\$ 216,785	\$ 277,848		
6	\$ 88,906	\$ 62,234	\$ 220,942	\$ 283,177		
7	\$ 90,195	\$ 63,137	\$ 224,146	\$ 287,283		
8	\$ 91,503	\$ 64,052	\$ 227,396	\$ 291,448		
9	\$ 99,774	\$ 69,842	\$ 247,951	\$ 317,792		
10	\$ 101,220	\$ 70,854	\$ 251,546	\$ 322,400		
11	\$ 103,127	\$ 72,189	\$ 256,282	\$ 328,471		
12	\$ 104,622	\$ 73,236	\$ 259,999	\$ 333,234		
13	\$ 113,495	\$ 79,446	\$ 282,049	\$ 361,495		
14	\$ 115,141	\$ 80,598	\$ 286,138	\$ 366,737		
15	\$ 116,810	\$ 81,767	\$ 290,287	\$ 372,054		
16	\$ 118,976	\$ 83,283	\$ 295,667	\$ 378,950		
17	\$ 128,492	\$ 89,945	\$ 319,318	\$ 409,262		
18	\$ 130,355	\$ 91,249	\$ 323,948	\$ 415,197		
19	\$ 132,246	\$ 92,572	\$ 328,645	\$ 421,217		
20	\$ 134,163	\$ 93,914	\$ 333,410	\$ 427,325		
21	\$ 145,376	\$ 101,763	\$ 361,272	\$ 463,035		
22	\$ 147,484	\$ 103,239	\$ 366,510	\$ 469,749		
23	\$ 149,623	\$ 104,736	\$ 371,825	\$ 476,561		
24	\$ 152,851	\$ 106,996	\$ 379,843	\$ 486,839		
25	\$ 163,810	\$ 114,667	\$ 407,078	\$ 521,745		
26	\$ 166,185	\$ 116,330	\$ 412,980	\$ 529,310		
27	\$ 169,701	\$ 118,790	\$ 421,711	\$ 540,502		
28	\$ 173,283	\$ 121,298	\$ 430,608	\$ 551,906		
29	\$ 186,194	\$ 130,336	\$ 462,690	\$ 593,026		
30	\$ 189,471	\$ 132,630	\$ 470,831	\$ 603,461		

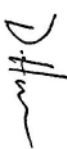
Total		\$ 4,703,425		\$ 2,598,104		\$ 9,621,575		\$ 11,821,688
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SUPPLEMENTAL PILOT PAYMENT APPROVAL

PILOT CALCULATIONS BY TAXING JURISDICTION																
Year	Washington County	Town of Putnam	Town of Dresden	Town of Whitehall	Town of Fort Ann	Town of Herkford	Town of Kingsbury	Town of Edward	Village of Whitehall	Village of Fort Ann	Village of Edward	Putnam CSD	Whitehall CSD	Fort Ann CSD	Hudson Falls CSD	Fort Edward CSD
1	\$67,938	\$80,938	\$99,429	\$136,700	\$58,048	\$4,707	\$83,585	\$89,332	\$327,934	\$5,998	\$63,284	\$82,747	\$382,932	\$327,441	\$178,432	\$100,111
2	\$79,569	\$92,107	\$100,930	\$188,682	\$59,885	\$4,775	\$86,806	\$93,922	\$393,512	\$6,065	\$68,272	\$93,947	\$388,484	\$325,666	\$174,960	\$101,589
3	\$88,915	\$98,297	\$102,333	\$184,688	\$59,739	\$4,844	\$88,005	\$94,501	\$397,388	\$6,173	\$70,281	\$95,164	\$394,117	\$328,598	\$181,435	\$109,033
4	\$92,382	\$94,505	\$103,817	\$142,738	\$60,605	\$4,915	\$88,342	\$94,089	\$343,214	\$6,262	\$77,301	\$86,399	\$399,832	\$323,238	\$184,218	\$100,929
5	\$649,986	\$92,724	\$113,914	\$156,615	\$66,499	\$5,393	\$96,011	\$146,085	\$266,869	\$6,871	\$78,236	\$94,402	\$438,719	\$327,437	\$202,735	\$114,696
6	\$671,591	\$95,605	\$116,616	\$157,727	\$67,727	\$5,492	\$99,810	\$145,917	\$275,794	\$6,998	\$79,680	\$96,352	\$446,816	\$328,551	\$205,666	\$118,613
7	\$681,329	\$97,194	\$117,699	\$161,819	\$68,709	\$5,572	\$101,288	\$146,588	\$275,736	\$7,100	\$80,836	\$97,952	\$459,868	\$328,531	\$208,851	\$118,507
8	\$743,139	\$106,011	\$130,238	\$164,165	\$69,705	\$5,652	\$102,736	\$147,298	\$279,734	\$7,203	\$82,008	\$99,872	\$459,868	\$328,531	\$211,379	\$120,229
9	\$753,915	\$107,548	\$132,128	\$181,654	\$77,131	\$6,255	\$113,704	\$151,545	\$309,535	\$7,656	\$90,744	\$108,887	\$501,587	\$329,591	\$231,101	\$131,192
10	\$787,610	\$109,502	\$134,426	\$184,934	\$87,709	\$6,368	\$113,759	\$152,293	\$315,158	\$8,115	\$92,733	\$109,959	\$518,103	\$329,591	\$234,457	\$138,033
11	\$857,294	\$122,286	\$149,288	\$187,938	\$97,871	\$6,461	\$117,447	\$154,015	\$318,728	\$8,222	\$93,733	\$113,579	\$525,516	\$329,591	\$234,457	\$138,033
12	\$845,041	\$120,548	\$148,958	\$203,611	\$86,454	\$7,011	\$127,447	\$158,614	\$346,949	\$8,959	\$103,713	\$123,249	\$570,866	\$331,319	\$281,730	\$149,113
13	\$857,294	\$122,286	\$150,244	\$206,559	\$87,707	\$7,112	\$128,295	\$163,463	\$351,980	\$9,058	\$104,584	\$123,249	\$570,866	\$331,319	\$281,730	\$149,113
14	\$869,725	\$124,069	\$152,422	\$209,559	\$88,979	\$7,215	\$133,510	\$164,006	\$357,083	\$9,194	\$106,584	\$126,848	\$587,026	\$340,997	\$270,465	\$153,458
15	\$885,906	\$126,292	\$154,139	\$213,313	\$90,573	\$7,345	\$138,510	\$166,338	\$363,480	\$9,359	\$108,574	\$129,122	\$597,543	\$346,967	\$274,985	\$156,228
16	\$920,482	\$138,414	\$167,334	\$230,446	\$97,848	\$7,595	\$144,214	\$166,338	\$392,674	\$10,111	\$113,118	\$139,493	\$645,596	\$374,985	\$297,821	\$168,765
17	\$984,349	\$140,421	\$177,310	\$234,177	\$100,706	\$8,050	\$148,857	\$168,276	\$401,165	\$10,406	\$118,480	\$144,515	\$674,026	\$391,534	\$301,738	\$171,212
18	\$998,672	\$142,457	\$179,012	\$240,616	\$102,166	\$8,285	\$150,650	\$169,866	\$410,005	\$10,597	\$120,198	\$145,649	\$674,026	\$391,534	\$310,559	\$176,623
19	\$1,081,208	\$154,238	\$189,448	\$260,515	\$110,615	\$8,700	\$163,059	\$174,995	\$449,912	\$11,430	\$130,139	\$157,694	\$729,768	\$403,814	\$336,233	\$190,786
20	\$1,086,885	\$156,474	\$192,233	\$264,293	\$112,219	\$9,100	\$167,828	\$178,827	\$463,849	\$11,596	\$132,026	\$159,881	\$729,768	\$403,814	\$336,233	\$190,786
21	\$1,113,590	\$158,743	\$195,020	\$268,123	\$113,847	\$9,232	\$171,287	\$182,657	\$466,240	\$12,005	\$133,895	\$162,301	\$729,768	\$403,814	\$336,233	\$190,786
22	\$1,235,091	\$176,180	\$216,360	\$297,599	\$124,538	\$10,100	\$183,611	\$184,444	\$499,841	\$13,057	\$148,661	\$181,785	\$830,417	\$448,218	\$384,087	\$217,940
23	\$1,285,288	\$183,851	\$225,351	\$309,688	\$131,484	\$11,653	\$193,844	\$189,840	\$517,902	\$13,320	\$151,654	\$183,785	\$830,417	\$448,218	\$384,087	\$217,940
24	\$1,380,343	\$196,914	\$241,219	\$328,591	\$141,484	\$11,452	\$202,810	\$193,840	\$546,817	\$14,392	\$168,744	\$187,459	\$867,513	\$489,998	\$391,820	\$226,328
25	\$1,403,991	\$200,284	\$246,054	\$338,299	\$148,689	\$11,446	\$211,746	\$197,889	\$576,487	\$14,992	\$178,990	\$201,723	\$891,671	\$501,929	\$399,697	\$226,328
26	\$2,023,132	\$339,878	\$463,742	\$650,928	\$232,002	\$22,902	\$416,038	\$151,608	\$1,333,019	\$291,804	\$3,202,432	\$4,025,917	\$18,830,906	\$10,824,631	\$8,588,848	\$4,970,746

CONSENT BY AFFECTED TAX JURISDICTIONS

The amount of PILOT Payments and the allocation of such payments among the affected tax jurisdictions described in this Table are hereby approved and consented to.

TOWN OF KINGSBURY
 By: 
 Authorized Officer

PILOT/HCBA APPROVAL RESOLUTION

**PILOT/HOST COMMUNITY APPROVAL RESOLUTION
TOWN OF PUTNAM
WASHINGTON COUNTY, NEW YORK 12861
CHPE LLC PROJECT**

Supervisor Darrell Wilson offered the following resolution, and moved its adoption:

RESOLUTION NO. 72 of 2021

RESOLUTION APPROVING (A) THE PAYMENT TERMS AND CONDITIONS OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT AND (B) THE PAYMENT TERMS AND CONDITIONS OF CERTAIN HOST COMMUNITY BENEFIT AGREEMENTS TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON CIVIC DEVELOPMENT CORPORATION AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT.

BE IT ENACTED by the Town Board of the Town of Putnam, Washington County, New York (the "Town") as follows:

WHEREAS, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (the "Enabling Act") and Chapter 862 of the 1971 Laws of New York, as amended, constituting Section 890-c of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), the Board of Supervisors of Warren County and the Board of Supervisors of Washington County have heretofore appointed the Chairman and members of Counties of Warren and Washington Industrial Development Agency (the "Agency") and have duly caused to be filed in the office of the Secretary of State of the State of New York the certificates required by Section 856 of the Act; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed, and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, CHPE LLC, a New York State limited liability company (the "Company"), has submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of Company, said Project consisting of the following: (A) (1) the acquisition of an interest in the Company's interest in certain upland parcels of land and in the Company's interim permit and easement issued or to be issued by the New York State Office of General Services ("OGS") in relation to submerged State-owned land, such upland and submerged lands located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York (collectively, the "Land"), (2) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt ("MW") high-voltage direct current ("HYDC") electric transmission line and related infrastructure (collectively, the "Improvements") and (3) the acquisition and installation thereon and therein of certain

in Schedule A attached, with such changes, variations, omissions, and insertions as the Town Supervisor of the Town shall approve, the execution thereof by the Town Supervisor of the Town to constitute conclusive evidence of such approval.

Section 4. The officers, employees, and agents of the Town of Putnam, are hereby authorized and directed for and in the name and on behalf of the Town of Putnam to do all acts and things required or provided for by the applicable provisions of this Resolution in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement and the Host Community Benefit Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

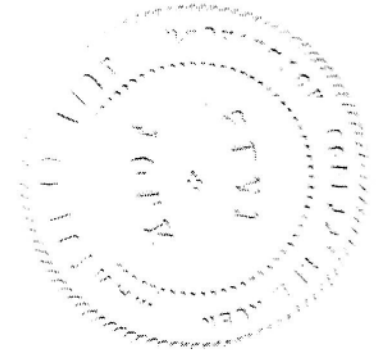
Section 5. This resolution shall take effect immediately.

The resolution was duly seconded by Councilman Charles Bain Sr. and the resolution was duly adopted by a vote on roll call.

ROLL CALL

Supervisor Darrell Wilson	AYE
Councilman Christopher Mallon	AYE
Councilman Larry Shiell	AYE
Councilwoman Carole Schneider	AYE
Councilman Charles Bain Sr.	AYE

Resolution unanimously adopted.



SCHEDULE A
PILOT AND HOST COMMUNITY BENEFIT PAYMENT TERMS

- SEE ATTACHED -

PILOT CALCULATIONS BY TAXING JURISDICTION

Year	Washington County	Town of Putnam	Town of Dresden	Town of Whitehall	Town of Fort Ann	Town of Hartford	Town of Kingsbury	Town of Fort Edward	Village of Whitehall	Village of Fort Ann	Village of Fort Edward	Putnam CSD	Whitehall CSD	Fort Ann CSD
Construction	29.45%	2.17%	2.58%	3.43%	1.46%	0.12%	2.05%	1.05%	5.95%	0.17%	1.83%	4.47%	19.65%	11.47%
Construction														
Initial Year of Ops	\$ 382,950	\$ 56,435	\$ 67,098	\$ 89,203	\$ 37,970	\$ 3,121	\$ 53,314	\$ 27,307	\$ 154,740	\$ 4,421	\$ 47,592	\$ 58,125	\$ 255,517	\$ 149,149
2	\$ 388,503	\$ 57,253	\$ 68,070	\$ 90,497	\$ 38,521	\$ 3,166	\$ 54,087	\$ 27,703	\$ 156,984	\$ 4,485	\$ 48,283	\$ 58,968	\$ 259,222	\$ 151,312
3	\$ 394,136	\$ 58,083	\$ 69,057	\$ 91,809	\$ 39,079	\$ 3,212	\$ 54,871	\$ 28,105	\$ 159,260	\$ 4,550	\$ 48,983	\$ 59,823	\$ 262,981	\$ 153,506
4	\$ 399,851	\$ 58,925	\$ 70,059	\$ 93,140	\$ 39,646	\$ 3,259	\$ 55,667	\$ 28,512	\$ 161,570	\$ 4,616	\$ 49,693	\$ 60,690	\$ 266,794	\$ 155,732
5	\$ 438,609	\$ 64,637	\$ 76,850	\$ 102,168	\$ 43,489	\$ 3,574	\$ 61,063	\$ 31,276	\$ 177,231	\$ 5,064	\$ 54,510	\$ 66,573	\$ 292,669	\$ 170,877
6	\$ 447,024	\$ 65,877	\$ 78,324	\$ 104,128	\$ 44,323	\$ 3,643	\$ 62,234	\$ 31,876	\$ 180,631	\$ 5,161	\$ 55,555	\$ 67,850	\$ 298,269	\$ 174,104
7	\$ 453,506	\$ 66,832	\$ 79,460	\$ 105,638	\$ 44,966	\$ 3,696	\$ 63,137	\$ 32,338	\$ 183,250	\$ 5,236	\$ 56,361	\$ 68,834	\$ 302,594	\$ 176,629
8	\$ 460,081	\$ 67,801	\$ 80,612	\$ 107,170	\$ 45,618	\$ 3,749	\$ 64,052	\$ 32,807	\$ 185,907	\$ 5,312	\$ 57,178	\$ 69,832	\$ 306,981	\$ 179,190
9	\$ 501,667	\$ 73,930	\$ 87,898	\$ 116,857	\$ 49,741	\$ 4,088	\$ 69,842	\$ 35,772	\$ 202,711	\$ 5,792	\$ 62,346	\$ 76,144	\$ 334,728	\$ 195,386
10	\$ 508,941	\$ 75,002	\$ 89,173	\$ 118,551	\$ 50,462	\$ 4,148	\$ 70,854	\$ 36,291	\$ 205,574	\$ 5,876	\$ 63,250	\$ 77,248	\$ 339,582	\$ 198,219
11	\$ 518,528	\$ 76,415	\$ 90,853	\$ 120,785	\$ 51,413	\$ 4,226	\$ 72,189	\$ 36,975	\$ 209,574	\$ 5,986	\$ 64,442	\$ 78,704	\$ 345,979	\$ 204,881
12	\$ 526,047	\$ 77,523	\$ 92,170	\$ 122,536	\$ 52,158	\$ 4,287	\$ 73,236	\$ 37,511	\$ 212,562	\$ 6,073	\$ 65,376	\$ 79,645	\$ 350,956	\$ 209,953
13	\$ 570,658	\$ 84,097	\$ 99,986	\$ 132,927	\$ 56,581	\$ 4,651	\$ 79,446	\$ 40,692	\$ 230,588	\$ 6,588	\$ 70,920	\$ 86,616	\$ 380,762	\$ 222,266
14	\$ 578,933	\$ 85,316	\$ 101,436	\$ 134,855	\$ 57,402	\$ 4,718	\$ 80,598	\$ 41,282	\$ 233,932	\$ 6,684	\$ 71,949	\$ 87,872	\$ 386,283	\$ 225,479
15	\$ 587,327	\$ 86,553	\$ 102,907	\$ 136,810	\$ 58,234	\$ 4,786	\$ 81,767	\$ 41,881	\$ 237,324	\$ 6,781	\$ 72,992	\$ 89,146	\$ 391,884	\$ 228,748
16	\$ 598,216	\$ 88,158	\$ 104,815	\$ 139,347	\$ 59,314	\$ 4,875	\$ 83,283	\$ 42,657	\$ 241,724	\$ 6,906	\$ 74,345	\$ 90,799	\$ 399,149	\$ 232,989
17	\$ 646,066	\$ 95,210	\$ 113,199	\$ 150,493	\$ 64,058	\$ 5,265	\$ 89,945	\$ 46,069	\$ 261,059	\$ 7,459	\$ 80,292	\$ 98,062	\$ 431,076	\$ 251,626
18	\$ 655,434	\$ 96,590	\$ 114,840	\$ 152,675	\$ 64,987	\$ 5,341	\$ 91,249	\$ 46,737	\$ 264,844	\$ 7,567	\$ 81,456	\$ 99,483	\$ 437,327	\$ 255,274
19	\$ 664,938	\$ 97,991	\$ 116,505	\$ 154,889	\$ 65,929	\$ 5,419	\$ 92,572	\$ 47,415	\$ 268,684	\$ 7,677	\$ 82,637	\$ 100,926	\$ 443,668	\$ 258,976
20	\$ 674,579	\$ 99,412	\$ 118,195	\$ 157,135	\$ 66,885	\$ 5,497	\$ 93,914	\$ 48,102	\$ 272,580	\$ 7,788	\$ 83,836	\$ 102,389	\$ 450,101	\$ 262,731
21	\$ 730,958	\$ 107,720	\$ 128,073	\$ 170,267	\$ 72,475	\$ 5,957	\$ 101,763	\$ 52,123	\$ 295,562	\$ 8,439	\$ 90,842	\$ 110,947	\$ 487,719	\$ 284,689
22	\$ 741,557	\$ 109,282	\$ 129,930	\$ 172,736	\$ 73,526	\$ 6,043	\$ 103,239	\$ 52,878	\$ 299,644	\$ 8,561	\$ 92,160	\$ 112,555	\$ 494,791	\$ 288,817
23	\$ 752,309	\$ 110,867	\$ 131,814	\$ 175,241	\$ 74,592	\$ 6,131	\$ 104,736	\$ 53,645	\$ 303,989	\$ 8,685	\$ 93,496	\$ 114,138	\$ 501,965	\$ 293,005
24	\$ 768,543	\$ 113,259	\$ 134,658	\$ 179,022	\$ 76,202	\$ 6,212	\$ 106,996	\$ 54,803	\$ 310,549	\$ 8,873	\$ 95,513	\$ 116,651	\$ 512,797	\$ 299,327
25	\$ 823,644	\$ 121,379	\$ 144,312	\$ 191,857	\$ 81,665	\$ 6,716	\$ 114,667	\$ 58,732	\$ 332,814	\$ 9,509	\$ 102,361	\$ 125,015	\$ 549,562	\$ 320,788
26	\$ 835,587	\$ 123,139	\$ 146,405	\$ 194,639	\$ 82,849	\$ 6,810	\$ 116,330	\$ 59,583	\$ 337,639	\$ 9,647	\$ 103,845	\$ 126,828	\$ 557,531	\$ 325,439
27	\$ 853,262	\$ 125,744	\$ 149,502	\$ 198,757	\$ 84,602	\$ 6,954	\$ 118,790	\$ 60,844	\$ 344,782	\$ 9,851	\$ 106,042	\$ 129,510	\$ 581,325	\$ 332,323
28	\$ 871,275	\$ 128,398	\$ 152,658	\$ 202,952	\$ 86,388	\$ 7,100	\$ 121,298	\$ 62,128	\$ 352,060	\$ 10,059	\$ 108,281	\$ 132,244	\$ 589,325	\$ 339,339
29	\$ 936,194	\$ 137,965	\$ 164,033	\$ 218,074	\$ 92,825	\$ 7,629	\$ 130,336	\$ 66,757	\$ 378,292	\$ 10,808	\$ 116,349	\$ 142,098	\$ 624,659	\$ 364,623
30	\$ 952,671	\$ 140,394	\$ 166,920	\$ 221,913	\$ 94,458	\$ 7,764	\$ 132,630	\$ 67,932	\$ 384,950	\$ 10,999	\$ 118,397	\$ 144,599	\$ 635,653	\$ 371,040
Total	\$ 18,661,994	\$ 2,750,189	\$ 3,269,810	\$ 4,347,072	\$ 1,850,357	\$ 152,084	\$ 2,598,104	\$ 1,330,736	\$ 7,540,840	\$ 215,453	\$ 2,319,284	\$ 2,832,568	\$ 12,451,891	\$ 7,268,356

COMMUNITY HOST BENEFIT PACKAGE AMOUNT PER		TOWN/VILLAGE								
MILES	FUND TOTAL	Putnam	Dresden	Whitehall	Village	Fort Ann	Fort Ann	Hartford	Kingsbury	
YEAR	Per Mile	11.02163	10.490983	4.8844782	3.081335	5.940598	0.48907	0.221026	7.97	
1	\$ 1,114,577	\$23,705	\$261,266	\$248,687	\$115,786	\$73,043	\$140,821	\$11,593	\$5,239	\$189.1
2	\$ 1,130,739	\$24,049	\$265,054	\$252,293	\$117,465	\$74,102	\$142,863	\$11,761	\$5,315	\$191.1
3	\$ 1,147,134	\$24,397	\$268,897	\$255,951	\$119,168	\$75,176	\$144,934	\$11,932	\$5,392	\$194.1
4	\$ 1,163,768	\$24,751	\$272,796	\$259,662	\$120,896	\$76,266	\$147,036	\$12,105	\$5,471	\$197.1
5	\$ 1,276,573	\$27,150	\$299,239	\$284,832	\$132,614	\$83,659	\$161,288	\$13,278	\$6,001	\$216.1
6	\$ 1,301,064	\$27,671	\$304,980	\$290,296	\$135,158	\$85,264	\$164,382	\$13,533	\$6,116	\$220.1
7	\$ 1,319,929	\$28,072	\$309,402	\$294,505	\$137,118	\$86,500	\$166,766	\$13,729	\$6,205	\$222.1
8	\$ 1,339,068	\$28,479	\$313,888	\$298,776	\$139,106	\$87,754	\$169,184	\$13,928	\$6,295	\$227.1
9	\$ 1,460,102	\$31,053	\$342,259	\$325,781	\$151,680	\$95,686	\$184,476	\$15,187	\$6,864	\$247.1
10	\$ 1,481,273	\$31,504	\$347,222	\$330,505	\$153,879	\$97,073	\$187,151	\$15,408	\$6,963	\$251.1
11	\$ 1,509,178	\$32,097	\$353,763	\$336,731	\$156,778	\$98,902	\$190,676	\$15,698	\$7,094	\$256.1
12	\$ 1,531,061	\$32,563	\$358,893	\$341,614	\$159,051	\$100,336	\$193,441	\$15,925	\$7,197	\$259.1
13	\$ 1,660,901	\$35,324	\$389,329	\$370,584	\$172,540	\$108,845	\$209,846	\$17,276	\$7,808	\$281.1
14	\$ 1,684,985	\$35,836	\$394,974	\$375,957	\$175,041	\$110,423	\$212,889	\$17,526	\$7,921	\$283.1
15	\$ 1,709,417	\$36,356	\$400,701	\$381,409	\$177,579	\$112,025	\$215,976	\$17,781	\$8,036	\$290.1
16	\$ 1,741,109	\$37,030	\$408,130	\$388,480	\$180,872	\$114,102	\$219,980	\$18,110	\$8,185	\$295.1
17	\$ 1,880,376	\$39,992	\$440,775	\$419,554	\$195,339	\$123,228	\$237,575	\$19,559	\$8,839	\$319.0
18	\$ 1,907,641	\$40,572	\$447,166	\$425,637	\$198,172	\$125,015	\$241,020	\$19,842	\$8,967	\$323.6
19	\$ 1,935,302	\$41,160	\$453,650	\$431,809	\$201,045	\$126,828	\$244,515	\$20,130	\$9,097	\$328.3
20	\$ 1,963,364	\$41,757	\$460,228	\$438,070	\$203,960	\$128,657	\$248,060	\$20,422	\$9,229	\$333.0
21	\$ 2,127,455	\$45,247	\$498,692	\$474,682	\$221,006	\$139,420	\$268,792	\$22,129	\$10,001	\$360.9
22	\$ 2,158,303	\$45,903	\$505,923	\$481,555	\$224,211	\$141,442	\$272,690	\$22,450	\$10,146	\$366.1
23	\$ 2,189,598	\$46,568	\$513,259	\$488,548	\$227,462	\$143,493	\$276,644	\$22,775	\$10,293	\$371.4
24	\$ 2,236,845	\$47,573	\$524,334	\$499,090	\$232,370	\$146,589	\$282,613	\$23,267	\$10,515	\$379.4
25	\$ 2,397,217	\$50,984	\$561,927	\$534,872	\$249,030	\$157,099	\$302,875	\$24,935	\$11,269	\$406.6
26	\$ 2,431,977	\$51,723	\$570,075	\$542,628	\$252,641	\$159,377	\$307,267	\$25,296	\$11,432	\$412.5
27	\$ 2,483,422	\$52,817	\$582,134	\$554,107	\$257,985	\$162,748	\$313,767	\$25,831	\$11,674	\$421.3
28	\$ 2,535,848	\$53,932	\$594,423	\$565,804	\$263,432	\$166,184	\$320,391	\$26,377	\$11,920	\$430.2
29	\$ 2,724,794	\$57,951	\$638,713	\$607,962	\$283,060	\$178,566	\$344,263	\$28,342	\$12,809	\$462.2
30	\$ 2,772,752	\$58,971	\$649,955	\$618,662	\$288,042	\$181,709	\$350,322	\$28,841	\$13,034	\$470.4
	\$ 54,315,773		\$12,732,049	\$12,119,053	\$5,642,488	\$3,559,520	\$6,862,505	\$564,968	\$255,326	\$9,214.81

County / School District Benefit Payments		Washington	Putnam CSD	Whitehall CSD	Fort Ann CSD	Hudson Falls CSD	Fort Edward CSD
Year	County						
Construction							
Construction							
Construction							
Initial Year of Ops							
2	\$ 382,950	\$ 58,125	\$ 255,517	\$ 149,149	\$ 118,461	\$ 65,537	
3	\$ 388,503	\$ 58,968	\$ 259,222	\$ 151,312	\$ 120,179	\$ 66,487	
4	\$ 394,136	\$ 59,823	\$ 262,981	\$ 153,506	\$ 121,921	\$ 67,451	
5	\$ 399,851	\$ 60,690	\$ 266,794	\$ 155,732	\$ 123,689	\$ 68,430	
6	\$ 438,609	\$ 66,573	\$ 292,654	\$ 170,827	\$ 135,678	\$ 75,063	
7	\$ 447,024	\$ 67,850	\$ 298,269	\$ 174,104	\$ 138,281	\$ 76,503	
8	\$ 453,506	\$ 68,834	\$ 302,594	\$ 176,629	\$ 140,286	\$ 77,612	
9	\$ 460,081	\$ 69,832	\$ 306,981	\$ 179,190	\$ 142,321	\$ 78,737	
10	\$ 501,667	\$ 76,144	\$ 334,728	\$ 195,386	\$ 155,184	\$ 85,854	
11	\$ 508,941	\$ 77,248	\$ 339,582	\$ 198,219	\$ 157,435	\$ 87,099	
12	\$ 518,528	\$ 78,704	\$ 345,979	\$ 201,953	\$ 160,400	\$ 88,740	
13	\$ 526,047	\$ 79,845	\$ 350,996	\$ 204,881	\$ 162,726	\$ 90,026	
14	\$ 570,658	\$ 86,616	\$ 380,762	\$ 222,256	\$ 176,526	\$ 97,661	
15	\$ 578,933	\$ 87,872	\$ 386,283	\$ 225,479	\$ 179,086	\$ 99,077	
16	\$ 587,327	\$ 89,146	\$ 391,884	\$ 228,748	\$ 181,683	\$ 100,514	
17	\$ 598,216	\$ 90,799	\$ 399,149	\$ 232,989	\$ 185,051	\$ 102,377	
18	\$ 646,066	\$ 98,062	\$ 431,076	\$ 251,626	\$ 199,853	\$ 110,566	
19	\$ 655,434	\$ 99,483	\$ 437,327	\$ 255,274	\$ 202,750	\$ 112,169	
20	\$ 664,938	\$ 100,926	\$ 443,668	\$ 258,976	\$ 205,690	\$ 113,796	
21	\$ 674,579	\$ 102,389	\$ 450,101	\$ 262,731	\$ 208,673	\$ 115,446	
22	\$ 730,958	\$ 110,947	\$ 487,719	\$ 284,689	\$ 226,113	\$ 125,094	
23	\$ 741,557	\$ 112,555	\$ 494,791	\$ 288,817	\$ 229,392	\$ 126,908	
24	\$ 752,309	\$ 114,188	\$ 501,965	\$ 293,005	\$ 232,718	\$ 128,748	
25	\$ 768,543	\$ 116,651	\$ 512,797	\$ 299,327	\$ 237,739	\$ 131,526	
26	\$ 823,644	\$ 125,015	\$ 549,562	\$ 320,788	\$ 254,784	\$ 140,956	
27	\$ 835,587	\$ 126,828	\$ 557,531	\$ 325,439	\$ 258,479	\$ 143,000	
28	\$ 853,262	\$ 129,510	\$ 569,325	\$ 332,323	\$ 263,946	\$ 146,025	
29	\$ 871,275	\$ 132,244	\$ 581,343	\$ 339,339	\$ 269,518	\$ 149,108	
30	\$ 936,194	\$ 142,098	\$ 624,659	\$ 364,623	\$ 289,600	\$ 160,218	
Total	\$ 952,671	\$ 144,599	\$ 635,653	\$ 371,040	\$ 294,697	\$ 163,038	
	\$ 18,661,994	\$ 2,832,568	\$ 12,451,891	\$ 7,268,356	\$ 5,772,861	\$ 3,193,767	\$ 50,181,437

TOTAL ANNUAL PAYMENTS BY JURISDICTION													
Year	Washington County	Town of Putnam	Town of Dresden	Town of Whitehall	Town of Fort Ann	Town of Hartford	Town of Kingsbury	Town of Fort Edward	Village of Whitehall	Village of Fort Ann	Village of Fort Edward	Whitehall	
Percent of PILOT													
Construction													
Construction													
Initial Year of Ops													
2	\$ 765,900	\$ 317,201	\$ 315,784	\$ 204,989	\$ 178,791	\$ 8,360	\$ 242,406	\$ 60,252	\$ 227,783	\$ 16,014	\$ 83,698	\$ 116,250	\$ 511
3	\$ 777,006	\$ 322,307	\$ 320,363	\$ 207,961	\$ 181,383	\$ 8,481	\$ 245,921	\$ 61,126	\$ 231,086	\$ 16,247	\$ 84,912	\$ 117,996	\$ 516
4	\$ 788,272	\$ 326,681	\$ 325,009	\$ 210,977	\$ 184,013	\$ 8,604	\$ 249,487	\$ 62,012	\$ 234,437	\$ 16,482	\$ 86,143	\$ 119,646	\$ 525
5	\$ 799,703	\$ 331,722	\$ 329,721	\$ 214,036	\$ 186,681	\$ 8,729	\$ 253,104	\$ 62,912	\$ 237,936	\$ 16,721	\$ 87,392	\$ 121,381	\$ 533
6	\$ 811,134	\$ 336,876	\$ 334,875	\$ 218,050	\$ 189,845	\$ 8,854	\$ 256,658	\$ 63,802	\$ 241,436	\$ 16,960	\$ 88,644	\$ 122,724	\$ 541
7	\$ 822,565	\$ 342,029	\$ 339,928	\$ 222,069	\$ 193,100	\$ 8,979	\$ 260,217	\$ 64,692	\$ 244,946	\$ 17,199	\$ 89,896	\$ 124,067	\$ 549
8	\$ 834,000	\$ 347,182	\$ 345,181	\$ 226,088	\$ 197,351	\$ 9,104	\$ 263,800	\$ 65,584	\$ 248,456	\$ 17,438	\$ 91,148	\$ 125,410	\$ 557
9	\$ 845,435	\$ 352,335	\$ 350,334	\$ 230,107	\$ 201,602	\$ 9,229	\$ 267,383	\$ 66,476	\$ 251,966	\$ 17,677	\$ 92,399	\$ 126,753	\$ 565
10	\$ 856,870	\$ 357,488	\$ 355,487	\$ 234,126	\$ 205,853	\$ 9,354	\$ 270,966	\$ 67,368	\$ 255,476	\$ 17,916	\$ 93,649	\$ 128,096	\$ 573
11	\$ 868,305	\$ 362,641	\$ 360,640	\$ 238,145	\$ 210,104	\$ 9,479	\$ 274,549	\$ 68,260	\$ 258,986	\$ 18,155	\$ 94,900	\$ 129,439	\$ 581
12	\$ 879,740	\$ 367,794	\$ 365,793	\$ 242,164	\$ 214,355	\$ 9,604	\$ 278,132	\$ 69,152	\$ 262,496	\$ 18,394	\$ 96,151	\$ 130,782	\$ 589
13	\$ 891,175	\$ 372,947	\$ 370,946	\$ 246,183	\$ 218,606	\$ 9,729	\$ 281,715	\$ 70,044	\$ 266,006	\$ 18,633	\$ 97,402	\$ 132,125	\$ 597
14	\$ 902,610	\$ 378,099	\$ 376,098	\$ 250,202	\$ 222,857	\$ 9,854	\$ 285,298	\$ 70,936	\$ 269,516	\$ 18,872	\$ 98,653	\$ 133,468	\$ 605
15	\$ 914,045	\$ 383,252	\$ 381,251	\$ 254,221	\$ 227,108	\$ 9,979	\$ 288,881	\$ 71,828	\$ 273,026	\$ 19,111	\$ 99,904	\$ 134,811	\$ 613
16	\$ 925,480	\$ 388,405	\$ 386,404	\$ 258,240	\$ 231,359	\$ 10,104	\$ 292,464	\$ 72,720	\$ 276,536	\$ 19,350	\$ 101,155	\$ 136,154	\$ 621
17	\$ 936,915	\$ 393,558	\$ 391,557	\$ 262,259	\$ 235,610	\$ 10,229	\$ 296,047	\$ 73,612	\$ 280,046	\$ 19,589	\$ 102,406	\$ 137,497	\$ 629
18	\$ 948,350	\$ 398,711	\$ 396,710	\$ 266,278	\$ 239,861	\$ 10,354	\$ 299,630	\$ 74,504	\$ 283,556	\$ 19,828	\$ 103,657	\$ 138,840	\$ 637
19	\$ 959,785	\$ 403,864	\$ 401,863	\$ 270,297	\$ 244,112	\$ 10,479	\$ 303,213	\$ 75,396	\$ 287,066	\$ 20,067	\$ 104,908	\$ 140,183	\$ 645
20	\$ 971,220	\$ 409,017	\$ 407,016	\$ 274,316	\$ 248,363	\$ 10,604	\$ 306,796	\$ 76,288	\$ 290,576	\$ 20,306	\$ 106,159	\$ 141,526	\$ 653
21	\$ 982,655	\$ 414,170	\$ 412,169	\$ 278,335	\$ 252,614	\$ 10,729	\$ 310,379	\$ 77,180	\$ 294,086	\$ 20,545	\$ 107,410	\$ 142,869	\$ 661
22	\$ 994,090	\$ 419,323	\$ 417,322	\$ 282,354	\$ 256,865	\$ 10,854	\$ 313,962	\$ 78,072	\$ 297,596	\$ 20,784	\$ 108,661	\$ 144,212	\$ 669
23	\$ 1,005,525	\$ 424,476	\$ 422,475	\$ 286,373	\$ 261,116	\$ 10,979	\$ 317,545	\$ 78,964	\$ 301,106	\$ 21,023	\$ 109,912	\$ 145,555	\$ 677
24	\$ 1,016,960	\$ 429,629	\$ 427,628	\$ 290,392	\$ 265,367	\$ 11,104	\$ 321,128	\$ 79,856	\$ 304,616	\$ 21,262	\$ 111,163	\$ 146,898	\$ 685
25	\$ 1,028,395	\$ 434,782	\$ 432,781	\$ 294,411	\$ 269,618	\$ 11,229	\$ 324,711	\$ 80,748	\$ 308,126	\$ 21,501	\$ 112,414	\$ 148,241	\$ 693
26	\$ 1,039,830	\$ 439,935	\$ 437,934	\$ 298,430	\$ 273,869	\$ 11,354	\$ 328,294	\$ 81,640	\$ 311,636	\$ 21,740	\$ 113,665	\$ 149,584	\$ 701
27	\$ 1,051,265	\$ 445,088	\$ 443,087	\$ 302,449	\$ 278,120	\$ 11,479	\$ 331,877	\$ 82,532	\$ 315,146	\$ 21,979	\$ 114,916	\$ 150,927	\$ 709
28	\$ 1,062,700	\$ 450,241	\$ 448,240	\$ 306,468	\$ 282,371	\$ 11,604	\$ 335,460	\$ 83,424	\$ 318,656	\$ 22,218	\$ 116,167	\$ 152,270	\$ 717
29	\$ 1,074,135	\$ 455,394	\$ 453,393	\$ 310,487	\$ 286,622	\$ 11,729	\$ 339,043	\$ 84,316	\$ 322,166	\$ 22,457	\$ 117,418	\$ 153,613	\$ 725
30	\$ 1,085,570	\$ 460,547	\$ 458,546	\$ 314,506	\$ 290,873	\$ 11,854	\$ 342,626	\$ 85,208	\$ 325,676	\$ 22,696	\$ 118,669	\$ 154,956	\$ 733
Total	\$37,323,989	\$15,462,238	\$15,388,852	\$9,989,561	\$8,712,862	\$407,411	\$11,812,966	\$2,936,229	\$11,100,360	\$780,220	\$4,078,794	\$5,665,135	\$24,903,

CHAMPLAIN HUDSON POWER EXPRESS						
TOWN OF PUTNAM						
YEAR	TAX	PILOT	CHBP	ANNUAL PAYMENTS		
Initial Year of Ops	\$ 80,621	\$ 56,435	\$ 261,266	\$ 317,701		
2	\$ 81,790	\$ 57,253	\$ 265,054	\$ 322,307		
3	\$ 82,976	\$ 58,083	\$ 268,897	\$ 326,981		
4	\$ 84,179	\$ 58,925	\$ 272,796	\$ 331,722		
5	\$ 92,339	\$ 64,637	\$ 299,239	\$ 363,876		
6	\$ 94,110	\$ 65,877	\$ 304,980	\$ 370,857		
7	\$ 95,475	\$ 66,832	\$ 309,402	\$ 376,234		
8	\$ 96,859	\$ 67,801	\$ 313,888	\$ 381,690		
9	\$ 105,614	\$ 73,930	\$ 342,259	\$ 416,189		
10	\$ 107,145	\$ 75,002	\$ 347,222	\$ 422,224		
11	\$ 109,164	\$ 76,415	\$ 353,763	\$ 430,178		
12	\$ 110,747	\$ 77,523	\$ 358,893	\$ 436,416		
13	\$ 120,139	\$ 84,097	\$ 389,329	\$ 473,425		
14	\$ 121,881	\$ 85,316	\$ 394,974	\$ 480,290		
15	\$ 123,648	\$ 86,553	\$ 400,701	\$ 487,254		
16	\$ 125,940	\$ 88,158	\$ 408,130	\$ 496,288		
17	\$ 136,014	\$ 95,210	\$ 440,775	\$ 535,985		
18	\$ 137,986	\$ 96,590	\$ 447,166	\$ 543,757		
19	\$ 139,987	\$ 97,991	\$ 453,650	\$ 551,641		
20	\$ 142,017	\$ 99,412	\$ 460,228	\$ 559,640		
21	\$ 153,886	\$ 107,720	\$ 498,692	\$ 606,412		
22	\$ 156,117	\$ 109,282	\$ 505,923	\$ 615,205		
23	\$ 158,381	\$ 110,867	\$ 513,259	\$ 624,126		
24	\$ 161,798	\$ 113,259	\$ 524,334	\$ 637,593		
25	\$ 173,399	\$ 121,379	\$ 561,927	\$ 683,306		
26	\$ 175,913	\$ 123,139	\$ 570,075	\$ 693,214		
27	\$ 179,634	\$ 125,744	\$ 582,134	\$ 707,878		
28	\$ 183,426	\$ 128,398	\$ 594,423	\$ 722,822		
29	\$ 197,093	\$ 137,965	\$ 638,713	\$ 776,679		
30	\$ 200,562	\$ 140,394	\$ 649,955	\$ 790,349		

Total		\$ 3,928,841		\$ 2,750,189		\$ 12,732,049		\$ 15,482,238
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SUPPLEMENTAL PILOT PAYMENT APPROVAL

PILOT CALCULATIONS BY TAXING JURISDICTION																
Year	Washington County	Town of Putnam	Town of Crutcher	Town of Whitehall	Town of Fort Ann	Town of Hartford	Town of Montgomery	Town of Edward	Village of Whitehall	Village of Fort Ann	Village of Fort Edward	Raven CSO	Whitehall CSO	Fort Ann CSO	Rudden Falls CSO	Fort Edward CSO
1	\$567,343	\$80,933	\$98,429	\$185,700	\$84,048	\$4,707	\$45,595	\$39,332	\$233,594	\$5,298	\$65,248	\$82,747	\$382,932	\$22,244	\$176,432	\$100,113
2	\$575,580	\$82,107	\$100,870	\$188,682	\$85,885	\$4,175	\$46,806	\$39,912	\$236,312	\$6,005	\$69,278	\$83,967	\$384,884	\$22,566	\$177,590	\$101,553
3	\$583,915	\$83,297	\$102,533	\$190,659	\$87,789	\$3,444	\$48,065	\$40,504	\$239,738	\$6,173	\$70,282	\$85,164	\$386,917	\$22,838	\$178,748	\$102,995
4	\$592,248	\$84,505	\$103,817	\$192,783	\$89,742	\$2,915	\$49,342	\$41,019	\$243,214	\$6,292	\$71,207	\$86,369	\$389,052	\$23,110	\$179,906	\$104,437
5	\$600,582	\$85,713	\$105,101	\$194,907	\$91,695	\$2,386	\$50,620	\$42,534	\$246,690	\$6,421	\$72,122	\$87,574	\$391,187	\$23,382	\$181,064	\$105,879
6	\$608,915	\$86,921	\$106,385	\$197,031	\$93,648	\$1,857	\$51,898	\$44,049	\$250,166	\$6,550	\$73,037	\$88,779	\$393,322	\$23,654	\$182,222	\$107,321
7	\$617,248	\$88,129	\$107,669	\$199,155	\$95,601	\$1,328	\$53,176	\$45,564	\$253,642	\$6,679	\$73,952	\$89,984	\$395,457	\$23,926	\$183,380	\$108,773
8	\$625,582	\$89,337	\$108,953	\$201,279	\$97,554	\$771	\$54,454	\$47,079	\$257,118	\$6,808	\$74,867	\$91,189	\$397,592	\$24,198	\$184,538	\$110,225
9	\$633,915	\$90,545	\$110,237	\$203,403	\$99,507	\$714	\$55,732	\$48,594	\$260,594	\$6,937	\$75,782	\$92,394	\$399,737	\$24,470	\$185,696	\$111,677
10	\$642,248	\$91,753	\$111,521	\$205,527	\$101,460	\$657	\$57,010	\$50,119	\$264,070	\$7,066	\$76,697	\$93,600	\$401,882	\$24,742	\$186,854	\$113,129
11	\$650,582	\$92,961	\$112,805	\$207,651	\$103,413	\$600	\$58,288	\$51,648	\$267,546	\$7,195	\$77,612	\$94,806	\$404,027	\$25,014	\$188,012	\$114,581
12	\$658,915	\$94,169	\$114,089	\$209,775	\$105,366	\$543	\$59,566	\$53,177	\$271,022	\$7,324	\$78,527	\$95,999	\$406,172	\$25,286	\$189,170	\$116,033
13	\$667,248	\$95,377	\$115,373	\$211,900	\$107,319	\$486	\$60,844	\$54,706	\$274,498	\$7,453	\$79,442	\$97,193	\$408,317	\$25,558	\$190,328	\$117,485
14	\$675,582	\$96,585	\$116,657	\$214,024	\$109,272	\$429	\$62,122	\$56,235	\$277,974	\$7,582	\$80,357	\$98,386	\$410,462	\$25,830	\$191,486	\$118,937
15	\$683,915	\$97,793	\$117,941	\$216,148	\$111,225	\$372	\$63,400	\$57,764	\$281,450	\$7,711	\$81,272	\$99,579	\$412,607	\$26,102	\$192,644	\$120,389
16	\$692,248	\$99,001	\$119,225	\$218,272	\$113,178	\$315	\$64,678	\$59,293	\$284,926	\$7,840	\$82,187	\$100,772	\$414,752	\$26,374	\$193,802	\$121,841
17	\$700,582	\$100,209	\$120,509	\$220,396	\$115,131	\$258	\$65,956	\$60,822	\$288,402	\$7,969	\$83,102	\$101,966	\$416,897	\$26,646	\$194,960	\$123,293
18	\$708,915	\$101,417	\$121,793	\$222,520	\$117,084	\$201	\$67,234	\$62,351	\$291,878	\$8,098	\$84,017	\$103,160	\$419,042	\$26,918	\$196,118	\$124,745
19	\$717,248	\$102,625	\$123,077	\$224,644	\$119,037	\$144	\$68,512	\$63,880	\$295,354	\$8,227	\$84,932	\$104,354	\$421,187	\$27,190	\$197,276	\$126,197
20	\$725,582	\$103,833	\$124,361	\$226,768	\$120,990	\$87	\$69,790	\$65,409	\$298,830	\$8,356	\$85,847	\$105,548	\$423,332	\$27,462	\$198,434	\$127,649
21	\$733,915	\$105,041	\$125,645	\$228,892	\$122,943	\$30	\$71,068	\$66,938	\$302,306	\$8,485	\$86,762	\$106,742	\$425,477	\$27,734	\$199,592	\$129,101
22	\$742,248	\$106,249	\$126,929	\$231,016	\$124,896	\$24	\$72,346	\$68,467	\$305,782	\$8,614	\$87,677	\$107,936	\$427,622	\$28,006	\$200,750	\$130,553
23	\$750,582	\$107,457	\$128,213	\$233,140	\$126,849	\$18	\$73,624	\$70,000	\$309,258	\$8,743	\$88,592	\$109,130	\$429,767	\$28,278	\$201,908	\$132,005
24	\$758,915	\$108,665	\$129,497	\$235,264	\$128,802	\$12	\$74,902	\$71,533	\$312,734	\$8,872	\$89,507	\$110,324	\$431,912	\$28,550	\$203,066	\$133,457
25	\$767,248	\$109,873	\$130,781	\$237,388	\$130,755	\$6	\$76,180	\$73,066	\$316,210	\$9,001	\$90,422	\$111,518	\$434,057	\$28,822	\$204,224	\$134,909
26	\$775,582	\$111,081	\$132,065	\$239,512	\$132,708	\$0	\$77,458	\$74,599	\$319,686	\$9,130	\$91,337	\$112,712	\$436,202	\$29,094	\$205,382	\$136,361
27	\$783,915	\$112,289	\$133,349	\$241,636	\$134,661	\$24	\$78,736	\$76,133	\$323,162	\$9,259	\$92,252	\$113,906	\$438,347	\$29,366	\$206,540	\$137,813
28	\$792,248	\$113,497	\$134,633	\$243,760	\$136,614	\$18	\$80,014	\$77,666	\$326,638	\$9,388	\$93,167	\$115,100	\$440,492	\$29,638	\$207,698	\$139,265
29	\$800,582	\$114,705	\$135,917	\$245,884	\$138,567	\$12	\$81,292	\$79,199	\$330,114	\$9,517	\$94,082	\$116,294	\$442,637	\$29,910	\$208,856	\$140,717
30	\$808,915	\$115,913	\$137,201	\$248,008	\$140,520	\$6	\$82,570	\$80,733	\$333,590	\$9,646	\$95,000	\$117,488	\$444,782	\$30,182	\$210,014	\$142,169

CONSENT BY AFFECTED TAX JURISDICTIONS

The amount of PILOT Payments and the allocation of such payments among the affected tax jurisdictions described in this Table are hereby approved and inserted to.

TOWN OF PUTNAM

By: 
Authorized Officer

PILOT/HCBA APPROVAL RESOLUTION

PILOT/HOST COMMUNITY APPROVAL RESOLUTION
TOWN OF WHITEHALL
CHPE LLC PROJECT

Board Member Councilperson Dudley offered the following resolution, and moved its adoption:

RESOLUTION NO. 41

RESOLUTION APPROVING (A) THE PAYMENT TERMS AND CONDITIONS OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT AND (B) THE PAYMENT TERMS AND CONDITIONS OF CERTAIN HOST COMMUNITY BENEFIT AGREEMENTS TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON CIVIC DEVELOPMENT CORPORATION AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT.

BE IT ENACTED by the Town Board of the Town of Whitehall, New York (the "Town Board"), as follows:

WHEREAS, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (the "Enabling Act") and Chapter 862 of the 1971 Laws of New York, as amended, constituting Section 890-c of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), the Board of Supervisors of Warren County and the Board of Supervisors of Washington County have heretofore appointed the Chairman and members of Counties of Warren and Washington Industrial Development Agency (the "Agency") and have duly caused to be filed in the office of the Secretary of State of the State of New York the certificates required by Section 856 of the Act; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, CHPE LLC, a New York State limited liability company (the "Company"), has submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of Company, said Project consisting of the following: (A)(1) the acquisition of an interest in the Company's interest in certain upland parcels of land and in the Company's interim permit and easement issued or to be issued by the New York State Office of General Services ("OGS") in relation to submerged State-owned land, such upland and submerged lands located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York (collectively, the "Land"), (2) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt ("MW") high-voltage direct current ("HVDC") electric transmission line and related infrastructure (collectively, the "Improvements") and (3) the acquisition and installation thereon and therein of certain

related machinery and equipment, including but not limited to, two (2) five-inch diameter HVDC transmission cables (collectively, the "Equipment") (the Land, the Improvements and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be used and operated by the Company as a portion of an electric power transmission line from the U.S.-Canada border to New York City; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver (A) a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, and (B) certain host community benefit agreements (collectively, the "Host Community Benefit Agreements," and, individually, a "Host Community Benefit Agreement") by and between the Counties of Warren and Washington Civic Development Corporation (the "CDC") and the Company, pursuant to which the Company will agree to pay certain host community benefit payments to the CDC pursuant to each Host Community Benefit Agreement for the benefit of (1) the Town of Whitehall (the "Town") and the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, (2) Washington County, (3) the Putnam Central School District, the Whitehall Central School District, the Fort Ann Central School District, the Hudson Falls Central School District and the Fort Edward Central School District, and (4) the Villages of Whitehall, Fort Ann and Fort Edward; and

WHEREAS, the Agency desires that the Town of Whitehall, through its Town Board, as one of the affected tax jurisdictions with respect to the Project Facility, adopt a resolution indicating whether the Town Board agrees to the terms of the (A) proposed PILOT Agreement, and (B) the proposed Host Community Benefit Agreements;

NOW, THEREFORE, BE IT RESOLVED by the Town Board, as follows:

Section 1. For the purpose of satisfying the requirements contained in the Agency's Uniform Tax Exemption Policy (the "UTEP Policy") and the Act, the Town Board hereby (1) acknowledges notification of any deviation from the Agency's UTEP Policy, (2) waives any formal notice from the Agency of any deviation from the Agency's UTEP Policy, (3) approves the payment terms to be contained in the PILOT Agreement, as substantially described in Schedule A attached, and (4) approves the payment terms to be contained in the Host Community Benefit Agreements, as substantially described in Schedule A attached.

Section 2. The Town Supervisor of the Town is hereby authorized, on behalf of the Town of Whitehall, to execute and deliver a consent to the PILOT Agreement for the purpose of evidencing its approval to the proposed payment terms of the PILOT Agreement, said PILOT Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and insertions as the Town Supervisor of the Town shall approve, the execution thereof by the Town Supervisor of the Town to constitute conclusive evidence of such approval.

Section 3. The Town Supervisor of the Town is hereby further authorized, on behalf of the Town of Whitehall, to execute and deliver a consent to the Host Community Benefit Agreement relating to the Town for the purpose of evidencing its approval to the proposed payment terms of the Host Community Benefit Agreement, said Host Community Benefit Agreement to contain the terms described

in Schedule A attached, with such changes, variations, omissions and insertions as the Town Supervisor of the Town shall approve, the execution thereof by the Town Supervisor of the Town to constitute conclusive evidence of such approval.

Section 4. The officers, employees and agents of the Town of Whitehall are hereby authorized and directed for and in the name and on behalf of the Town of Whitehall to do all acts and things required or provided for by the applicable provisions of this Resolution in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement and the Host Community Benefit Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 5. This resolution shall take effect immediately.

The resolution was duly seconded by ~~Councilperson Safka~~ and the resolution was duly adopted by a vote on roll call.

<u>Aye</u>	John Rozell, Supervisor	<u>John Rozell</u>
<u>Aye</u>	David Hollister, Councilperson	<u>David R. Hollister</u>
<u>Aye</u>	Christopher Dudley, Councilperson	<u>CD</u>
<u>Aye</u>	Stephanie Safka, Councilperson	<u>[Signature]</u>
<u>Aye</u>	Timothy Kingsley, Councilperson	<u>Timothy Kingsley</u>

STATE OF NEW YORK)
)SS.:
COUNTY OF WASHINGTON)

I, the undersigned Patti Gordon, Clerk of the Town Board of the Town of Whitehall, DO HEREBY CERTIFY that the preceding Resolution was duly adopted by the Town Board of the Town of Whitehall at a regular meeting of the said Town Board of the Town of Whitehall duly called and held on July 21, 2021; that said Resolution was entered in the minutes of said meeting; and that I have compared the foregoing copy with the original thereof now on file in my office and that the same is a true and correct transcript of said Resolution and of the whole thereof.

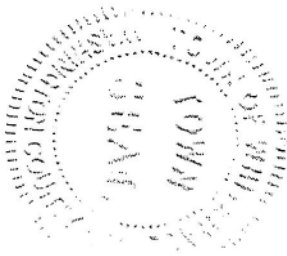
I FURTHER CERTIFY that (A) all members of said Town Board of the Town of [Model] had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Town Board of the Town of Whitehall present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of [Model], New York this 21st day of July, 2021.

BY: Patti Gordon
Patti Gordon Clerk of the Town Board of the Town
of Whitehall, New York

(SEAL)



SCHEDULE A

PILOT AND HOST COMMUNITY BENEFIT PAYMENT TERMS

- SEE ATTACHED -

CHAMPLAIN HUDSON POWER EXPRESS

TOWN OF WHITEHALL

YEAR	TAX	PILOT	CHBP	ANNUAL PAYMENTS
Initial Year of Ops	\$ 127,433	\$ 89,203	\$ 115,786	\$ 204,989
2	\$ 129,281	\$ 90,497	\$ 117,465	\$ 207,961
3	\$ 131,156	\$ 91,809	\$ 119,168	\$ 210,977
4	\$ 133,057	\$ 93,140	\$ 120,896	\$ 214,036
5	\$ 145,955	\$ 102,168	\$ 132,614	\$ 234,783
6	\$ 148,755	\$ 104,128	\$ 135,158	\$ 239,287
7	\$ 150,912	\$ 105,638	\$ 137,118	\$ 242,757
8	\$ 153,100	\$ 107,170	\$ 139,106	\$ 246,277
9	\$ 166,938	\$ 116,857	\$ 151,680	\$ 268,537
10	\$ 169,359	\$ 118,551	\$ 153,879	\$ 272,430
11	\$ 172,549	\$ 120,785	\$ 156,778	\$ 277,563
12	\$ 175,051	\$ 122,536	\$ 159,051	\$ 281,587
13	\$ 189,896	\$ 132,927	\$ 172,540	\$ 305,467
14	\$ 192,650	\$ 134,855	\$ 175,041	\$ 309,896
15	\$ 195,443	\$ 136,810	\$ 177,579	\$ 314,390
16	\$ 199,067	\$ 139,347	\$ 180,872	\$ 320,219
17	\$ 214,990	\$ 150,493	\$ 195,339	\$ 345,832
18	\$ 218,107	\$ 152,675	\$ 198,172	\$ 350,846
19	\$ 221,270	\$ 154,889	\$ 201,045	\$ 355,934
20	\$ 224,478	\$ 157,135	\$ 203,960	\$ 361,095
21	\$ 243,239	\$ 170,267	\$ 221,006	\$ 391,274
22	\$ 246,766	\$ 172,736	\$ 224,211	\$ 396,947
23	\$ 250,344	\$ 175,241	\$ 227,462	\$ 402,703
24	\$ 255,746	\$ 179,022	\$ 232,370	\$ 411,392
25	\$ 274,082	\$ 191,857	\$ 249,030	\$ 440,888
26	\$ 278,056	\$ 194,639	\$ 252,641	\$ 447,280
27	\$ 283,938	\$ 198,757	\$ 257,985	\$ 456,742
28	\$ 289,932	\$ 202,952	\$ 263,432	\$ 466,384
29	\$ 311,535	\$ 218,074	\$ 283,060	\$ 501,134
30	\$ 317,018	\$ 221,913	\$ 288,042	\$ 509,955

Total	\$	6,210,103	\$	4,347,072	\$	5,642,488	\$	9,989,561
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SUPPLEMENTAL PILOT PAYMENT APPROVAL

Year	Washington County	Town of Putnam	Town of Decatur	Town of Whitehall	Town of Fort Ann	Town of Hartford	Town of Kingsbury	Town of Fort Edward	Village of Whitehall	Village of Fort Ann	Village of Fort Edward	Putnam CSD	Whitehall CSD	Fort Ann CSD	Hudson Falls CSD	Fort Edward CSD
1	\$567,343	\$80,953	\$99,419	\$186,700	\$38,043	\$4,707	\$85,565	\$39,332	\$232,934	\$5,998	\$68,288	\$82,747	\$382,992	\$22,441	\$176,432	\$100,111
2	\$735,569	\$82,107	\$100,430	\$138,682	\$58,485	\$4,775	\$86,806	\$39,912	\$236,612	\$6,085	\$69,278	\$83,947	\$388,484	\$235,665	\$178,990	\$101,393
3	\$383,915	\$40,293	\$140,693	\$142,723	\$60,605	\$4,915	\$83,942	\$41,089	\$243,214	\$6,282	\$70,282	\$85,164	\$394,117	\$236,993	\$181,985	\$100,095
4	\$499,956	\$92,724	\$113,514	\$156,613	\$66,099	\$5,939	\$96,031	\$45,095	\$265,869	\$6,871	\$78,235	\$94,402	\$438,719	\$202,253	\$184,218	\$104,528
5	\$661,992	\$94,485	\$116,016	\$159,506	\$67,727	\$5,492	\$99,840	\$45,917	\$271,794	\$6,998	\$79,680	\$96,552	\$446,816	\$229,551	\$194,696	\$115,696
6	\$671,591	\$95,805	\$117,699	\$154,819	\$68,709	\$5,572	\$101,288	\$46,538	\$275,736	\$7,100	\$80,836	\$97,952	\$453,295	\$205,851	\$208,851	\$118,507
7	\$681,329	\$97,184	\$119,405	\$154,865	\$69,205	\$5,652	\$102,756	\$47,258	\$279,234	\$7,203	\$82,008	\$99,172	\$459,888	\$211,879	\$211,879	\$120,225
8	\$743,139	\$106,011	\$130,238	\$179,058	\$76,029	\$5,165	\$112,078	\$51,545	\$305,111	\$7,896	\$89,447	\$108,387	\$508,660	\$295,591	\$234,451	\$133,033
9	\$753,915	\$107,548	\$132,126	\$187,636	\$77,131	\$5,255	\$113,704	\$52,293	\$309,538	\$7,970	\$90,744	\$109,559	\$508,660	\$295,591	\$234,451	\$133,033
10	\$778,740	\$111,090	\$136,477	\$197,636	\$79,671	\$5,461	\$117,448	\$54,015	\$319,728	\$8,115	\$92,393	\$111,956	\$518,103	\$300,961	\$236,710	\$135,450
11	\$845,041	\$120,548	\$148,086	\$203,631	\$86,454	\$7,011	\$127,447	\$58,654	\$346,949	\$8,993	\$101,713	\$123,036	\$570,366	\$331,319	\$262,790	\$149,113
12	\$857,294	\$122,296	\$150,244	\$206,563	\$87,707	\$7,112	\$129,795	\$59,463	\$351,980	\$9,063	\$103,188	\$125,036	\$578,696	\$336,123	\$266,600	\$154,275
13	\$889,725	\$124,069	\$152,472	\$209,559	\$88,979	\$7,215	\$131,170	\$60,326	\$357,033	\$9,194	\$104,684	\$126,449	\$587,026	\$340,997	\$270,466	\$155,468
14	\$956,412	\$136,435	\$167,614	\$220,446	\$97,848	\$7,935	\$133,520	\$61,406	\$383,480	\$9,359	\$106,559	\$128,122	\$597,543	\$347,106	\$275,911	\$156,218
15	\$970,280	\$138,414	\$170,045	\$223,287	\$99,267	\$8,030	\$144,244	\$66,338	\$392,674	\$10,111	\$115,118	\$129,649	\$645,396	\$374,985	\$301,736	\$168,765
16	\$984,249	\$140,421	\$172,510	\$227,177	\$100,705	\$8,166	\$146,535	\$67,300	\$396,588	\$10,257	\$116,787	\$131,039	\$654,896	\$380,422	\$306,112	\$173,695
17	\$998,622	\$142,457	\$175,012	\$230,616	\$102,166	\$8,285	\$150,610	\$68,276	\$401,145	\$10,406	\$118,480	\$132,198	\$664,392	\$385,936	\$310,510	\$176,213
18	\$1,081,208	\$154,238	\$189,485	\$260,515	\$110,615	\$8,970	\$163,065	\$74,995	\$443,912	\$11,557	\$120,198	\$145,649	\$729,768	\$423,944	\$336,233	\$190,766
19	\$1,096,885	\$156,474	\$192,233	\$264,293	\$112,219	\$9,100	\$165,490	\$76,082	\$450,349	\$11,986	\$132,026	\$157,884	\$749,768	\$430,061	\$341,108	\$198,552
20	\$1,112,790	\$158,474	\$195,010	\$268,125	\$113,847	\$9,282	\$167,828	\$77,185	\$456,879	\$12,005	\$133,940	\$159,981	\$751,085	\$445,297	\$345,108	\$199,592
21	\$1,133,590	\$161,996	\$199,016	\$273,618	\$116,179	\$9,421	\$171,267	\$78,767	\$466,240	\$12,005	\$136,685	\$162,301	\$766,474	\$445,297	\$345,108	\$199,592
22	\$1,217,438	\$173,672	\$213,340	\$293,340	\$124,553	\$10,100	\$183,611	\$84,444	\$499,844	\$12,870	\$148,556	\$177,584	\$821,718	\$477,227	\$378,597	\$214,825
23	\$1,235,091	\$176,190	\$216,454	\$298,585	\$126,959	\$10,247	\$186,273	\$85,668	\$507,092	\$13,057	\$148,661	\$180,138	\$833,692	\$484,248	\$384,087	\$217,940
24	\$1,259,959	\$179,737	\$220,811	\$303,585	\$128,993	\$10,453	\$190,024	\$87,393	\$517,302	\$13,320	\$151,654	\$183,765	\$850,417	\$483,998	\$385,657	\$222,328
25	\$1,285,288	\$183,351	\$225,211	\$309,688	\$131,494	\$10,663	\$195,844	\$89,150	\$527,701	\$13,587	\$154,703	\$187,459	\$867,513	\$503,929	\$399,697	\$226,797
26	\$1,380,343	\$196,911	\$241,910	\$338,291	\$141,219	\$11,452	\$208,180	\$95,743	\$566,748	\$14,592	\$166,114	\$201,323	\$931,671	\$541,198	\$439,257	\$243,570
27	\$1,403,991	\$200,284	\$246,054	\$338,289	\$149,639	\$11,648	\$211,746	\$97,383	\$576,437	\$14,842	\$168,990	\$204,772	\$947,633	\$550,470	\$438,611	\$247,743
28	\$27,603,132	\$3,937,678	\$4,637,542	\$6,650,926	\$2,824,002	\$229,402	\$4,163,036	\$1,914,603	\$11,393,029	\$29,184	\$3,322,492	\$4,025,917	\$18,550,906	\$10,822,491	\$8,583,986	\$4,870,746

CONSENT BY AFFECTED TAX JURISDICTIONS

TOWN OF WHITEHALL

By: 
 Authorized Officer

The amount of PILOT Payments and the allocation of such payments among the affected tax jurisdictions described in this Table are hereby approved and consented to.

PILOT/HCBA APPROVAL RESOLUTION

**PILOT/HOST COMMUNITY APPROVAL RESOLUTION
VILLAGE OF FORT ANN
CHPE LLC PROJECT**

Board Member Roy Steves offered the following resolution, and moved its adoption:

RESOLUTION NO. 1

RESOLUTION APPROVING (A) THE PAYMENT TERMS AND CONDITIONS OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT AND (B) THE PAYMENT TERMS AND CONDITIONS OF CERTAIN HOST COMMUNITY BENEFIT AGREEMENTS TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON CIVIC DEVELOPMENT CORPORATION AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT.

BE IT ENACTED by the Village Board of the Village of Fort Ann, New York (the "Village Board"), as follows:

WHEREAS, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (the "Enabling Act") and Chapter 862 of the 1971 Laws of New York, as amended, constituting Section 890-c of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), the Board of Supervisors of Warren County and the Board of Supervisors of Washington County have heretofore appointed the Chairman and members of Counties of Warren and Washington Industrial Development Agency (the "Agency") and have duly caused to be filed in the office of the Secretary of State of the State of New York the certificates required by Section 856 of the Act; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, CHPE LLC, a New York State limited liability company (the "Company"), has submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of Company, said Project consisting of the following: (A)(1) the acquisition of an interest in the Company's interest in certain upland parcels of land and in the Company's interim permit and easement issued or to be issued by the New York State Office of General Services ("OGS") in relation to submerged State-owned land, such upland and submerged lands located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York (collectively, the "Land"), (2) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt ("MW") high-voltage direct current ("HVDC") electric transmission line and related infrastructure (collectively, the "Improvements") and (3) the acquisition and installation thereon and therein of certain

related machinery and equipment, including but not limited to, two (2) five-inch diameter HVDC transmission cables (collectively, the "Equipment") (the Land, the Improvements and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be used and operated by the Company as a portion of an electric power transmission line from the U.S.-Canada border to New York City; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver (A) a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, and (B) certain host community benefit agreements (collectively, the "Host Community Benefit Agreements," and, individually, a "Host Community Benefit Agreement") by and between the Counties of Warren and Washington Civic Development Corporation (the "CDC") and the Company, pursuant to which the Company will agree to pay certain host community benefit payments to the CDC pursuant to each Host Community Benefit Agreement for the benefit of (1) the Village of Fort Ann (the "Village") and the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, (2) Washington County, (3) the Putnam Central School District, the Whitehall Central School District, the Fort Ann Central School District, the Hudson Falls Central School District and the Fort Edward Central School District, and (4) the Villages of Whitehall, Fort Ann and Fort Edward; and

WHEREAS, the Agency desires that the Village of Fort Ann, through its Village Board, as one of the affected tax jurisdictions with respect to the Project Facility, adopt a resolution indicating whether the Village Board agrees to the terms of the (A) proposed PILOT Agreement, and (B) the proposed Host Community Benefit Agreements;

NOW, THEREFORE, BE IT RESOLVED by the Village Board, as follows:

Section 1. For the purpose of satisfying the requirements contained in the Agency's Uniform Tax Exemption Policy (the "UTEP Policy") and the Act, the Village Board hereby (1) acknowledges notification of any deviation from the Agency's UTEP Policy, (2) waives any formal notice from the Agency of any deviation from the Agency's UTEP Policy, (3) approves the payment terms to be contained in the PILOT Agreement, as substantially described in Schedule A attached, and (4) approves the payment terms to be contained in the Host Community Benefit Agreements, as substantially described in Schedule A attached.

Section 2. The Village Mayor of the Village is hereby authorized, on behalf of the Village of Fort Ann, to execute and deliver a consent to the PILOT Agreement for the purpose of evidencing its approval to the proposed payment terms of the PILOT Agreement, said PILOT Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and insertions as the Village Mayor of the Village shall approve, the execution thereof by the Village Mayor of the Village to constitute conclusive evidence of such approval.

Section 3. The Village Mayor of the Village is hereby further authorized, on behalf of the Village of Fort Ann, to execute and deliver a consent to the Host Community Benefit Agreement relating to the Village for the purpose of evidencing its approval to the proposed payment terms of the Host Community Benefit Agreement, said Host Community Benefit Agreement to contain the terms described

in Schedule A attached, with such changes, variations, omissions and insertions as the Village Mayor of the Village shall approve, the execution thereof by the Village Mayor of the Village to constitute conclusive evidence of such approval.

Section 4. The officers, employees and agents of the Village of Fort Ann are hereby authorized and directed for and in the name and on behalf of the Village of Fort Ann to do all acts and things required or provided for by the applicable provisions of this Resolution in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement and the Host Community Benefit Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 5. This resolution shall take effect immediately.

The resolution was duly seconded by Edward Sharfow and the resolution was duly adopted by a vote on roll call.

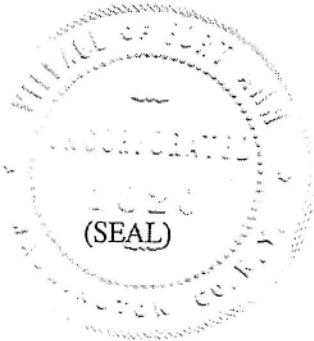
STATE OF NEW YORK)
)SS.:
COUNTY OF WASHINGTON)

I, the undersigned (Deputy) Clerk of the Village Board of the Village of Fort Ann, DO HEREBY CERTIFY that the preceding Resolution was duly adopted by the Village Board of the Village of Fort Ann at a regular meeting of the said Village Board of the Village of Fort Ann duly called and held on August 2, 2021; that said Resolution was entered in the minutes of said meeting; and that I have compared the foregoing copy with the original thereof now on file in my office and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I FURTHER CERTIFY that (A) all members of said Village Board of the Village of Fort Ann had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Village Board of the Village of Fort Ann present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Fort Ann, New York this 2 day of August, 2021.



BY: Linda Blandin
(Deputy) Clerk of the Village Board of the Village
of Fort Ann, New York

CHAMPLAIN HUDSON POWER EXPRESS						
VILLAGE OF FORT ANN						
YEAR		TOTAL TA	PILOT		CHBP	ANNUAL PAYMENT
Initial Year of Ops		\$ 6,316	\$ 4,421		\$ 11,593	\$ 16,014
2		\$ 6,408	\$ 4,485		\$ 11,761	\$ 16,247
3		\$ 6,500	\$ 4,550		\$ 11,932	\$ 16,482
4		\$ 6,595	\$ 4,616		\$ 12,105	\$ 16,721
5		\$ 7,234	\$ 5,064		\$ 13,278	\$ 18,342
6		\$ 7,373	\$ 5,161		\$ 13,533	\$ 18,694
7		\$ 7,480	\$ 5,236		\$ 13,729	\$ 18,965
8		\$ 7,588	\$ 5,312		\$ 13,928	\$ 19,240
9		\$ 8,274	\$ 5,792		\$ 15,187	\$ 20,979
10		\$ 8,394	\$ 5,876		\$ 15,408	\$ 21,283
11		\$ 8,552	\$ 5,986		\$ 15,698	\$ 21,684
12		\$ 8,676	\$ 6,073		\$ 15,925	\$ 21,999
13		\$ 9,412	\$ 6,588		\$ 17,276	\$ 23,864
14		\$ 9,548	\$ 6,684		\$ 17,526	\$ 24,210
15		\$ 9,687	\$ 6,781		\$ 17,781	\$ 24,561
16		\$ 9,866	\$ 6,906		\$ 18,110	\$ 25,017
17		\$ 10,655	\$ 7,459		\$ 19,559	\$ 27,018
18		\$ 10,810	\$ 7,567		\$ 19,842	\$ 27,409
19		\$ 10,967	\$ 7,677		\$ 20,130	\$ 27,807
20		\$ 11,126	\$ 7,788		\$ 20,422	\$ 28,210
21		\$ 12,056	\$ 8,439		\$ 22,129	\$ 30,568
22		\$ 12,230	\$ 8,561		\$ 22,450	\$ 31,011
23		\$ 12,408	\$ 8,685		\$ 22,775	\$ 31,461
24		\$ 12,675	\$ 8,873		\$ 23,267	\$ 32,139
25		\$ 13,584	\$ 9,509		\$ 24,935	\$ 34,444
26		\$ 13,781	\$ 9,647		\$ 25,296	\$ 34,943
27		\$ 14,073	\$ 9,851		\$ 25,831	\$ 35,682
28		\$ 14,370	\$ 10,059		\$ 26,377	\$ 36,436
29		\$ 15,440	\$ 10,808		\$ 28,342	\$ 39,150
30		\$ 15,712	\$ 10,999		\$ 28,841	\$ 39,839

Total		\$ 307,789		\$ 215,453		\$ 564,968		\$ 780,420

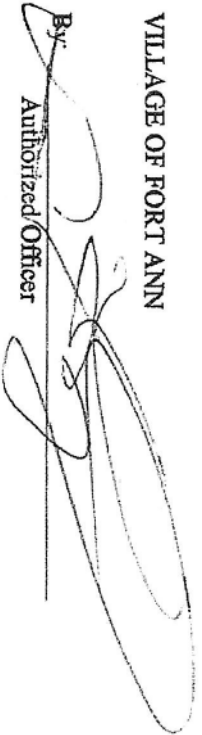
SUPPLEMENTAL PILOT PAYMENT APPROVAL

PILOT CALCULATIONS BY TAXING JURISDICTION																
Year	Washington County	Putnam	Dresden	Town of Whitehall	Town of Fort Ann	Hardford	Town of Embury	Town of Fort Edward	Village of Whitehall	Village of Fort Ann	Village of Fort Edward	Putnam CSD	Whitehall CSD	Fort Ann CSD	Hudson Falls CSD	Fort Edward
1	\$897,343	\$80,898	\$89,429	\$356,700	\$88,043	\$4,707	\$45,945	\$38,932	\$222,984	\$5,988	\$88,288	\$32,747	\$382,892	\$322,441	\$176,443	\$100,111
2	\$735,869	\$82,107	\$100,870	\$188,682	\$58,085	\$4,175	\$88,806	\$59,972	\$256,512	\$6,095	\$99,274	\$38,847	\$384,847	\$312,666	\$174,390	\$101,568
3	\$586,915	\$89,287	\$100,838	\$140,658	\$79,739	\$4,844	\$48,064	\$40,904	\$239,738	\$6,173	\$70,282	\$35,164	\$384,147	\$328,698	\$181,566	\$108,095
4	\$649,996	\$84,505	\$100,847	\$142,733	\$90,605	\$4,913	\$41,089	\$41,089	\$243,244	\$6,262	\$71,902	\$38,399	\$337,258	\$309,887	\$184,218	\$104,839
5	\$661,992	\$84,454	\$113,914	\$156,613	\$96,409	\$5,989	\$45,045	\$45,045	\$256,669	\$6,871	\$74,236	\$34,602	\$448,719	\$344,447	\$202,135	\$116,686
6	\$671,591	\$89,805	\$117,699	\$161,819	\$98,709	\$5,872	\$46,840	\$46,840	\$271,794	\$6,988	\$79,660	\$36,552	\$448,818	\$359,551	\$205,868	\$118,675
7	\$681,239	\$97,284	\$130,609	\$164,165	\$98,709	\$5,852	\$47,238	\$47,238	\$279,734	\$7,100	\$80,888	\$37,652	\$453,795	\$365,314	\$208,681	\$119,507
8	\$726,139	\$106,011	\$150,238	\$167,165	\$96,029	\$6,165	\$48,015	\$48,015	\$279,734	\$7,203	\$82,008	\$38,847	\$458,868	\$371,132	\$211,079	\$120,225
9	\$753,915	\$107,548	\$132,128	\$184,934	\$97,431	\$6,235	\$48,744	\$48,744	\$306,111	\$7,856	\$89,447	\$40,989	\$480,744	\$393,866	\$231,101	\$131,192
10	\$767,610	\$108,502	\$134,528	\$187,685	\$97,431	\$6,868	\$48,744	\$48,744	\$315,245	\$8,115	\$90,744	\$41,996	\$490,744	\$393,866	\$231,101	\$131,192
11	\$776,740	\$110,090	\$136,477	\$187,685	\$97,431	\$6,868	\$48,744	\$48,744	\$315,245	\$8,282	\$90,744	\$41,996	\$490,744	\$393,866	\$231,101	\$131,192
12	\$845,041	\$120,548	\$136,477	\$208,551	\$98,709	\$7,011	\$48,744	\$48,744	\$315,245	\$8,282	\$90,744	\$41,996	\$490,744	\$393,866	\$231,101	\$131,192
13	\$857,294	\$122,286	\$139,244	\$208,551	\$98,709	\$7,112	\$48,744	\$48,744	\$315,245	\$8,282	\$90,744	\$41,996	\$490,744	\$393,866	\$231,101	\$131,192
14	\$869,729	\$124,089	\$135,422	\$208,551	\$98,709	\$7,112	\$48,744	\$48,744	\$315,245	\$8,282	\$90,744	\$41,996	\$490,744	\$393,866	\$231,101	\$131,192
15	\$883,906	\$125,292	\$135,422	\$208,551	\$98,709	\$7,112	\$48,744	\$48,744	\$315,245	\$8,282	\$90,744	\$41,996	\$490,744	\$393,866	\$231,101	\$131,192
16	\$926,412	\$136,435	\$147,614	\$230,446	\$99,248	\$7,295	\$48,744	\$48,744	\$315,245	\$8,282	\$90,744	\$41,996	\$490,744	\$393,866	\$231,101	\$131,192
17	\$926,412	\$136,435	\$147,614	\$230,446	\$99,248	\$7,295	\$48,744	\$48,744	\$315,245	\$8,282	\$90,744	\$41,996	\$490,744	\$393,866	\$231,101	\$131,192
18	\$984,939	\$140,421	\$172,510	\$237,177	\$100,706	\$8,166	\$48,744	\$48,744	\$315,245	\$8,282	\$90,744	\$41,996	\$490,744	\$393,866	\$231,101	\$131,192
19	\$996,822	\$142,457	\$172,510	\$237,177	\$100,706	\$8,166	\$48,744	\$48,744	\$315,245	\$8,282	\$90,744	\$41,996	\$490,744	\$393,866	\$231,101	\$131,192
20	\$1,081,208	\$154,238	\$188,488	\$254,283	\$110,615	\$8,166	\$48,744	\$48,744	\$315,245	\$8,282	\$90,744	\$41,996	\$490,744	\$393,866	\$231,101	\$131,192
21	\$1,081,208	\$154,238	\$188,488	\$254,283	\$110,615	\$8,166	\$48,744	\$48,744	\$315,245	\$8,282	\$90,744	\$41,996	\$490,744	\$393,866	\$231,101	\$131,192
22	\$1,081,208	\$154,238	\$188,488	\$254,283	\$110,615	\$8,166	\$48,744	\$48,744	\$315,245	\$8,282	\$90,744	\$41,996	\$490,744	\$393,866	\$231,101	\$131,192
23	\$1,112,790	\$156,743	\$199,020	\$254,283	\$110,615	\$8,166	\$48,744	\$48,744	\$315,245	\$8,282	\$90,744	\$41,996	\$490,744	\$393,866	\$231,101	\$131,192
24	\$1,112,790	\$156,743	\$199,020	\$254,283	\$110,615	\$8,166	\$48,744	\$48,744	\$315,245	\$8,282	\$90,744	\$41,996	\$490,744	\$393,866	\$231,101	\$131,192
25	\$1,217,438	\$173,872	\$213,366	\$279,340	\$126,583	\$9,421	\$48,744	\$48,744	\$315,245	\$8,282	\$90,744	\$41,996	\$490,744	\$393,866	\$231,101	\$131,192
26	\$1,217,438	\$173,872	\$213,366	\$279,340	\$126,583	\$9,421	\$48,744	\$48,744	\$315,245	\$8,282	\$90,744	\$41,996	\$490,744	\$393,866	\$231,101	\$131,192
27	\$1,259,959	\$179,757	\$223,231	\$287,583	\$132,903	\$9,421	\$48,744	\$48,744	\$315,245	\$8,282	\$90,744	\$41,996	\$490,744	\$393,866	\$231,101	\$131,192
28	\$1,259,959	\$179,757	\$223,231	\$287,583	\$132,903	\$9,421	\$48,744	\$48,744	\$315,245	\$8,282	\$90,744	\$41,996	\$490,744	\$393,866	\$231,101	\$131,192
29	\$1,380,313	\$196,911	\$241,910	\$308,638	\$141,219	\$11,482	\$48,744	\$48,744	\$315,245	\$8,282	\$90,744	\$41,996	\$490,744	\$393,866	\$231,101	\$131,192
30	\$1,403,991	\$200,284	\$246,054	\$308,638	\$141,219	\$11,482	\$48,744	\$48,744	\$315,245	\$8,282	\$90,744	\$41,996	\$490,744	\$393,866	\$231,101	\$131,192
	\$7,603,132	\$839,978	\$4,887,242	\$6,650,926	\$2,624,002	\$229,003	\$4,163,639	\$1,431,603	\$11,589,038	\$394,804	\$532,432	\$4,023,917	\$4,023,917	\$4,023,917	\$4,023,917	\$4,870,786

CONSENT BY AFFECTED TAX JURISDICTIONS

The amount of PILOT Payments and the allocation of such payments among the affected tax jurisdictions described in this Table are hereby approved and consented to.

VILLAGE OF FORT ANN

By:  Authorized Officer

PILOT/HCBA APPROVAL RESOLUTION



VILLAGE OF FORT EDWARD

118 Broadway, P.O. Box 345, Fort Edward, N.Y. 12828
Phone (518) 747-4023 Fax (518) 747-0476
www.villageoffortedward.com

BOARD OF TRUSTEES

Mayor Matthew Traver
Trustee Peter Williams
Trustee John Boucher, Jr.
Trustee Edward Carpenter
Trustee David Culler

BOARD OF TRUSTEES OF THE VILLAGE OF FORT EDWARD COUNTY OF WASHINGTON, STATE OF NEW YORK

Resolution 11 of 2021-2022

PILOT/HOST COMMUNITY APPROVAL RESOLUTION VILLAGE OF FORT EDWARD CHPE LLC PROJECT

Motion By Trustee Cutler
Seconded By Trustee Carpenter
Dated July 21, 2021

**RESOLUTION APPROVING (A) THE PAYMENT TERMS AND CONDITIONS OF
A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN
COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT
AGENCY AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT
AND (B) THE PAYMENT TERMS AND CONDITIONS OF CERTAIN HOST
COMMUNITY BENEFIT AGREEMENTS TO BE ENTERED INTO BETWEEN
COUNTIES OF WARREN AND WASHINGTON CIVIC DEVELOPMENT
CORPORATION AND CHPE LLC IN CONNECTION WITH THE CHPE LLC
PROJECT.**

BE IT ENACTED by the Village Board of the Village of Fort Edward, New York (the "Village Board"), as follows:

WHEREAS, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (the "Enabling Act") and Chapter 862 of the 1971 Laws of New York, as amended, constituting Section 890-c of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), the Board of Supervisors of Warren County and the Board of Supervisors of Washington County have heretofore appointed the Chairman and members of Counties of Warren and Washington Industrial Development Agency (the "Agency") and have duly caused to be filed in the office of the Secretary of State of the State of New York the certificates required by Section 856 of the Act; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed, and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, CHPE LLC, a New York State limited liability company (the "Company"), has submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of Company, said Project consisting of the following: (A)(1) the acquisition of an interest in the Company's interest in certain upland parcels of land and in the Company's interim permit and easement issued or to be issued by the New York State Office

of General Services ("OGS") in relation to submerged State-owned land, such upland and submerged lands located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York (collectively, the "Land"), (2) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt ("MW") high-voltage direct current ("HVDC") electric transmission line and related infrastructure (collectively, the "Improvements") and (3) the acquisition and installation thereon and therein of certain related machinery and equipment, including but not limited to, two (2) five-inch diameter HVDC transmission cables (collectively, the "Equipment") (the Land, the Improvements and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be used and operated by the Company as a portion of an electric power transmission line from the U.S.-Canada border to New York City; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver (A) a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, and (B) certain host community benefit agreements (collectively, the "Host Community Benefit Agreements," and, individually, a "Host Community Benefit Agreement") by and between the Counties of Warren and Washington Civic Development Corporation (the "CDC") and the Company, pursuant to which the Company will agree to pay certain host community benefit payments to the CDC pursuant to each Host Community Benefit Agreement for the benefit of (1) the Village of Fort Edward (the "Village") and the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, (2) Washington County, (3) the Putnam Central School District, the Whitehall Central School District, the Fort Ann Central School District, the Hudson Falls Central School District and the Fort Edward Central School District, and (4) the Villages of Whitehall, Fort Ann and Fort Edward; and

WHEREAS, the Agency desires that the Village of Fort Edward, through its Village Board, as one of the affected tax jurisdictions with respect to the Project Facility, adopt a resolution indicating whether the Village Board agrees to the terms of the (A) proposed PILOT Agreement, and (B) the proposed Host Community Benefit Agreements.

NOW, THEREFORE, BE IT RESOLVED by the Village Board, as follows:

Section 1. For the purpose of satisfying the requirements contained in the Agency's Uniform Tax Exemption Policy (the "UTEP Policy") and the Act, the Village Board hereby (1) acknowledges notification of any deviation from the Agency's UTEP Policy, (2) waives any formal notice from the Agency of any deviation from the Agency's UTEP Policy, (3) approves the payment terms to be contained in the PILOT Agreement, as substantially described in Schedule A attached, and (4) approves the payment terms to be contained in the Host Community Benefit Agreements, as substantially described in Schedule A attached.

Section 2. The Village Mayor of the Village is hereby authorized, on behalf of the Village of Fort Edward, to execute and deliver a consent to the PILOT Agreement for the purpose of evidencing its approval to the proposed payment terms of the PILOT Agreement, said PILOT Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and insertions as the Village Mayor of the Village shall approve, the execution thereof by the Village Mayor of the Village to constitute conclusive evidence of such approval.

Section 3. The Village Mayor of the Village is hereby further authorized, on behalf of the Village of Fort Edward, to execute and deliver a consent to the Host Community Benefit Agreement relating to the Village for the purpose of evidencing its approval to the proposed payment terms of the Host Community Benefit Agreement, said Host Community Benefit Agreement to contain the terms described in Schedule A attached, with such changes,

variations, omissions and insertions as the Village Mayor of the Village shall approve, the execution thereof by the Village Mayor of the Village to constitute conclusive evidence of such approval.

Section 4. The officers, employees and agents of the Village of Fort Edward are hereby authorized and directed for and in the name and on behalf of the Village of Fort Edward to do all acts and things required or provided for by the applicable provisions of this Resolution in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement and the Host Community Benefit Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 5. This resolution shall take effect immediately.

STATE OF NEW YORK)
) SS
COUNTY OF WASHINGTON)

I, the undersigned Deputy Clerk of the Village Board of the Village of Fort Edward, DO HEREBY CERTIFY that the preceding Resolution was duly adopted by the Village Board of the Village of Fort Edward at a special meeting of the said Village Board of the Village of Fort Edward duly called and held on July 21, 2021; that said Resolution was entered in the minutes of said meeting; and that I have compared the foregoing copy with the original thereof now on file in my office and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I FURTHER CERTIFY that (A) all members of said Village Board of the Village of Fort Edward had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Village Board of the Village of Fort Edward present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed, or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Fort Edward, New York this 21 day of July, 2021.

JANELLE ROSE
Notary Public, State of New York
Registration No. 01RO6262565
Qualified in Washington County
My Commission Expires May 29, 2024

(SEAL)

BY: 
Deputy Clerk of the Village Board of the Village of Fort
Edward, New York

SCHEDULE A

PILOT AND HOST COMMUNITY BENEFIT PAYMENT TERMS

- SEE ATTACHED -

CHAMPLAIN HUDSON POWER EXPRESS						
VILLAGE OF FORT EDWARD						
YEAR	TOTAL TAX	PILOT	CHBP	ANNUAL PAYMENT		
Initial Year of Ops	\$ 67,989	\$ 47,592	\$ 36,106	\$ 83,698		
2	\$ 68,975	\$ 48,283	\$ 36,629	\$ 84,912		
3	\$ 69,975	\$ 48,983	\$ 37,160	\$ 86,143		
4	\$ 70,990	\$ 49,693	\$ 37,699	\$ 87,392		
5	\$ 77,871	\$ 54,510	\$ 41,353	\$ 95,863		
6	\$ 79,365	\$ 55,555	\$ 42,147	\$ 97,702		
7	\$ 80,516	\$ 56,361	\$ 42,758	\$ 99,119		
8	\$ 81,683	\$ 57,178	\$ 43,378	\$ 100,556		
9	\$ 89,066	\$ 62,346	\$ 47,299	\$ 109,645		
10	\$ 90,358	\$ 63,250	\$ 47,984	\$ 111,235		
11	\$ 92,060	\$ 64,442	\$ 48,888	\$ 113,330		
12	\$ 93,395	\$ 65,376	\$ 49,597	\$ 114,974		
13	\$ 101,315	\$ 70,920	\$ 53,803	\$ 124,724		
14	\$ 102,784	\$ 71,949	\$ 54,584	\$ 126,532		
15	\$ 104,274	\$ 72,992	\$ 55,375	\$ 128,367		
16	\$ 106,208	\$ 74,345	\$ 56,402	\$ 130,747		
17	\$ 114,703	\$ 80,292	\$ 60,913	\$ 141,205		
18	\$ 116,366	\$ 81,456	\$ 61,796	\$ 143,253		
19	\$ 118,053	\$ 82,637	\$ 62,692	\$ 145,330		
20	\$ 119,765	\$ 83,836	\$ 63,601	\$ 147,437		
21	\$ 129,775	\$ 90,842	\$ 68,917	\$ 159,759		
22	\$ 131,656	\$ 92,160	\$ 69,916	\$ 162,076		
23	\$ 133,565	\$ 93,496	\$ 70,930	\$ 164,426		
24	\$ 136,448	\$ 95,513	\$ 72,461	\$ 167,974		
25	\$ 146,230	\$ 102,361	\$ 77,656	\$ 180,017		
26	\$ 148,351	\$ 103,845	\$ 78,782	\$ 182,627		
27	\$ 151,489	\$ 106,042	\$ 80,448	\$ 186,490		
28	\$ 154,687	\$ 108,281	\$ 82,147	\$ 190,427		
29	\$ 166,212	\$ 116,349	\$ 88,267	\$ 204,616		
30	\$ 169,138	\$ 118,397	\$ 89,821	\$ 208,217		

Total		\$ 3,313,262		\$ 2,319,284		\$ 1,759,510		\$ 4,078,794
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SUPPLEMENTAL PILOT PAYMENT APPROVAL

PILOT CALCULATIONS BY TAXING JURISDICTION																
Year	Washington County	Town of Putnam	Town of Dresden	Town of Whitehall	Town of Fort Ann	Town of Hartford	Town of Kingsbury	Town of Fort Edward	Village of Whitehall	Village of Fort Ann	Village of Fort Edward	Putnam CSD	Whitehall CSD	Fort Ann CSD	Hudson Falls CSD	Fort Edward CSD
1	\$567,343	\$80,933	\$99,429	\$136,700	\$58,043	\$4,707	\$85,565	\$39,352	\$232,934	\$5,998	\$68,288	\$82,747	\$382,932	\$222,441	\$176,432	\$100,111
2	\$575,569	\$82,107	\$100,670	\$136,682	\$58,843	\$4,775	\$86,806	\$39,922	\$236,312	\$6,083	\$69,278	\$83,947	\$384,884	\$223,666	\$178,990	\$101,563
3	\$583,915	\$83,297	\$102,333	\$140,693	\$59,739	\$4,844	\$88,065	\$40,501	\$239,738	\$6,173	\$70,262	\$85,164	\$394,117	\$224,938	\$181,585	\$103,035
4	\$592,382	\$84,505	\$103,817	\$142,733	\$60,605	\$4,915	\$89,342	\$41,089	\$243,214	\$6,261	\$71,302	\$86,399	\$399,832	\$223,258	\$184,218	\$104,519
5	\$649,996	\$92,724	\$113,914	\$156,615	\$66,499	\$5,391	\$98,031	\$45,085	\$266,869	\$6,871	\$78,236	\$94,802	\$418,719	\$254,847	\$202,135	\$114,696
6	\$661,992	\$94,433	\$116,016	\$159,506	\$67,727	\$5,482	\$99,849	\$45,917	\$271,794	\$6,998	\$79,680	\$96,552	\$446,816	\$259,551	\$205,866	\$116,813
7	\$671,591	\$95,805	\$117,690	\$161,819	\$68,769	\$5,572	\$101,188	\$46,583	\$275,736	\$7,100	\$80,856	\$97,892	\$453,395	\$263,334	\$206,851	\$118,507
8	\$681,329	\$97,194	\$119,405	\$164,165	\$69,705	\$5,652	\$102,736	\$47,238	\$279,794	\$7,203	\$82,068	\$99,372	\$459,864	\$267,132	\$211,679	\$120,225
9	\$743,139	\$106,013	\$130,238	\$179,058	\$76,029	\$6,165	\$112,078	\$51,545	\$305,111	\$7,856	\$88,447	\$108,367	\$501,587	\$281,366	\$231,101	\$131,133
10	\$753,915	\$107,548	\$132,126	\$181,634	\$77,131	\$6,235	\$113,704	\$52,293	\$309,333	\$7,970	\$90,264	\$109,859	\$508,860	\$285,591	\$234,453	\$133,033
11	\$767,610	\$109,502	\$134,526	\$184,954	\$78,532	\$6,366	\$115,769	\$53,243	\$315,158	\$8,115	\$92,393	\$111,956	\$518,103	\$300,961	\$238,710	\$135,450
12	\$776,740	\$111,090	\$136,477	\$187,636	\$79,671	\$6,461	\$117,448	\$54,015	\$319,728	\$8,231	\$93,793	\$113,579	\$525,616	\$305,324	\$242,172	\$137,414
13	\$845,041	\$120,548	\$148,096	\$206,563	\$87,707	\$7,011	\$127,447	\$58,614	\$346,949	\$8,933	\$103,713	\$123,249	\$570,366	\$331,319	\$262,790	\$149,113
14	\$857,294	\$122,256	\$150,344	\$206,563	\$87,707	\$7,112	\$129,255	\$59,463	\$351,980	\$9,061	\$103,188	\$123,016	\$578,636	\$336,123	\$266,600	\$151,275
15	\$869,725	\$124,069	\$152,422	\$209,559	\$88,979	\$7,215	\$131,170	\$60,326	\$357,083	\$9,194	\$104,684	\$126,849	\$587,026	\$340,997	\$270,466	\$153,468
16	\$885,906	\$126,292	\$155,153	\$213,313	\$90,573	\$7,345	\$133,520	\$61,406	\$363,480	\$9,339	\$106,559	\$129,122	\$597,543	\$347,106	\$275,311	\$156,218
17	\$956,432	\$134,438	\$167,614	\$226,446	\$97,848	\$7,935	\$144,244	\$66,338	\$392,674	\$10,111	\$115,118	\$139,493	\$643,536	\$374,985	\$297,424	\$168,765
18	\$970,280	\$138,414	\$170,945	\$233,787	\$99,267	\$8,050	\$146,335	\$67,300	\$398,368	\$10,257	\$116,787	\$141,515	\$654,896	\$380,422	\$301,756	\$171,212
19	\$984,349	\$140,421	\$172,510	\$237,177	\$100,706	\$8,166	\$148,457	\$68,276	\$404,145	\$10,406	\$118,480	\$143,567	\$664,392	\$385,834	\$304,112	\$173,095
20	\$988,622	\$142,457	\$175,012	\$240,616	\$102,166	\$8,285	\$150,610	\$69,266	\$410,005	\$10,557	\$120,198	\$145,649	\$674,026	\$391,534	\$310,550	\$176,219
21	\$1,081,208	\$154,238	\$189,483	\$260,519	\$110,615	\$8,970	\$163,063	\$74,995	\$448,912	\$11,430	\$130,180	\$157,694	\$728,768	\$423,914	\$336,233	\$190,766
22	\$1,096,845	\$156,474	\$192,233	\$264,293	\$112,219	\$9,100	\$165,430	\$76,082	\$450,349	\$11,596	\$132,026	\$159,981	\$740,350	\$430,061	\$341,108	\$193,352
23	\$1,112,790	\$158,743	\$195,020	\$268,125	\$113,847	\$9,231	\$167,828	\$77,185	\$456,879	\$11,764	\$133,940	\$162,301	\$751,035	\$436,297	\$346,054	\$196,359
24	\$1,135,590	\$161,996	\$199,016	\$273,618	\$116,179	\$9,421	\$171,267	\$78,767	\$466,240	\$12,001	\$136,685	\$165,626	\$766,474	\$443,236	\$353,144	\$200,382
25	\$1,217,438	\$173,672	\$213,360	\$293,340	\$124,953	\$10,100	\$183,611	\$84,444	\$499,844	\$12,870	\$146,536	\$177,564	\$811,718	\$477,327	\$378,597	\$214,825
26	\$1,235,091	\$176,190	\$216,454	\$297,593	\$126,359	\$10,247	\$186,273	\$85,668	\$507,092	\$13,057	\$148,663	\$180,138	\$833,632	\$484,148	\$384,087	\$217,940
27	\$1,258,959	\$179,737	\$220,812	\$303,585	\$128,903	\$10,453	\$190,024	\$87,303	\$517,902	\$13,310	\$151,854	\$183,765	\$850,417	\$493,998	\$391,810	\$222,378
28	\$1,285,288	\$183,351	\$225,251	\$309,648	\$131,494	\$10,663	\$193,844	\$89,150	\$527,701	\$13,587	\$154,703	\$187,459	\$867,513	\$503,919	\$399,697	\$224,797
29	\$1,380,343	\$196,911	\$241,910	\$332,591	\$141,219	\$11,452	\$208,180	\$95,743	\$566,728	\$14,592	\$166,144	\$201,323	\$931,671	\$541,198	\$423,257	\$243,370
30	\$1,403,991	\$200,284	\$246,054	\$338,289	\$143,639	\$11,648	\$211,746	\$97,383	\$576,437	\$14,842	\$168,990	\$204,772	\$947,633	\$550,470	\$436,611	\$247,743
	\$27,603,192	\$3,937,678	\$4,837,542	\$6,650,926	\$2,824,002	\$229,002	\$4,916,036	\$1,916,603	\$11,333,029	\$291,804	\$3,322,432	\$4,025,937	\$14,630,906	\$10,822,491	\$4,543,986	\$4,870,746

CONSENT BY AFFECTED TAX JURISDICTIONS

The amount of PILOT Payments and the allocation of such payments among the affected tax jurisdictions described in this Table are hereby approved and consented to.

VILLAGE OF FORT EDWARD

By: Matthew Traver
Authorized Officer

PILOT/HCBA APPROVAL RESOLUTION

PILOT/HOST COMMUNITY APPROVAL RESOLUTION
Village of Whitehall
CHPE LLC PROJECT

Trustee Norton offered the following resolution, and moved its adoption:

RESOLUTION APPROVING (A) THE PAYMENT TERMS AND CONDITIONS OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT AND (B) THE PAYMENT TERMS AND CONDITIONS OF CERTAIN HOST COMMUNITY BENEFIT AGREEMENTS TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON CIVIC DEVELOPMENT CORPORATION AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT.

BE IT ENACTED by the Village Board of Trustees of the Village of Whitehall, New York (the "Village Board"), as follows:

WHEREAS, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (the "Enabling Act") and Chapter 862 of the 1971 Laws of New York, as amended, constituting Section 890-c of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), the Board of Supervisors of Warren County and the Board of Supervisors of Washington County have heretofore appointed the Chairman and members of Counties of Warren and Washington Industrial Development Agency (the "Agency") and have duly caused to be filed in the office of the Secretary of State of the State of New York the certificates required by Section 856 of the Act; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, CHPE LLC, a New York State limited liability company (the "Company"), has submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of Company, said Project consisting of the following: (A)(1) the acquisition of an interest in the Company's interest in certain upland parcels of land and in the Company's interim permit and easement issued or to be issued by the New York State Office of General Services ("OGS") in relation to submerged State-owned land, such upland and submerged lands located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York (collectively, the "Land"), (2) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt ("MW") high-voltage direct current ("HVDC") electric transmission line and related infrastructure (collectively, the "Improvements") and (3) the acquisition and installation thereon and therein of certain related machinery and equipment, including but not limited to, two (2) five-inch diameter HVDC transmission cables (collectively, the "Equipment") (the Land, the Improvements and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be used and operated

by the Company as a portion of an electric power transmission line from the U.S.-Canada border to New York City; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver (A) a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, and (B) certain host community benefit agreements (collectively, the "Host Community Benefit Agreements," and, individually, a "Host Community Benefit Agreement") by and between the Counties of Warren and Washington Civic Development Corporation (the "CDC") and the Company, pursuant to which the Company will agree to pay certain host community benefit payments to the CDC pursuant to each Host Community Benefit Agreement for the benefit of (1) the Town of [Model] (the "Town") and the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, (2) Washington County, (3) the Putnam Central School District, the Whitehall Central School District, the Fort Ann Central School District, the Hudson Falls Central School District and the Fort Edward Central School District, and (4) the Villages of Whitehall, Fort Ann and Fort Edward; and

WHEREAS, the Agency desires that the Village of Whitehall, through its Village Board, as one of the affected tax jurisdictions with respect to the Project Facility, adopt a resolution indicating whether the Village Board agrees to the terms of the (A) proposed PILOT Agreement, and (B) the proposed Host Community Benefit Agreements;

NOW, THEREFORE, BE IT RESOLVED by the Village Board, as follows:

Section 1. For the purpose of satisfying the requirements contained in the Agency's Uniform Tax Exemption Policy (the "UTEP Policy") and the Act, the Village Board hereby (1) acknowledges notification of any deviation from the Agency's UTEP Policy, (2) waives any formal notice from the Agency of any deviation from the Agency's UTEP Policy, (3) approves the payment terms to be contained in the PILOT Agreement, as substantially described in Schedule A attached, and (4) approves the payment terms to be contained in the Host Community Benefit Agreements, as substantially described in Schedule A attached.

Section 2. The Mayor of the Village of Whitehall is hereby authorized, on behalf of the Village of Whitehall, to execute and deliver a consent to the PILOT Agreement for the purpose of evidencing its approval to the proposed payment terms of the PILOT Agreement, said PILOT Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and insertions as the Mayor of the Village of Whitehall shall approve, the execution thereof by the Mayor of the Village of Whitehall to constitute conclusive evidence of such approval.

Section 3. The Mayor of the Village of Whitehall is hereby further authorized, on behalf of the Village of Whitehall, to execute and deliver a consent to the Host Community Benefit Agreement relating to the Village for the purpose of evidencing its approval to the proposed payment terms of the Host Community Benefit Agreement, said Host Community Benefit Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and insertions as the Mayor of the Village of Whitehall shall approve, the execution thereof by the Mayor of the Village of Whitehall to constitute conclusive evidence of such approval.

Section 4. The officers, employees and agents of the Village of Whitehall are hereby authorized and directed for and in the name and on behalf of the Village of Whitehall to do all acts and things required or provided for by the applicable provisions of this Resolution in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement and the Host Community Benefit Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 5. This resolution shall take effect immediately.

The resolution was duly seconded by Trustee LaChapelle and the resolution was duly adopted by a vote on roll call.

STATE OF NEW YORK)
)SS.:
COUNTY OF WASHINGTON)

I, the undersigned Clerk of the Village of Whitehall, DO HEREBY CERTIFY that the preceding Resolution was duly adopted by the Village Board of Trustees of the Village of Whitehall at a regular meeting of the said Village Board of the Village of Whitehall duly called and held on August 17, 2021; that said Resolution was entered in the minutes of said meeting; and that I have compared the foregoing copy with the original thereof now on file in my office and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I FURTHER CERTIFY that (A) all members of said Village Board of the Village of Whitehall had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Village Board of the Village of Whitehall present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Whitehall, New York this 18th day of August, 2021.

BY: Stephanie A. Pachapelle
Clerk of the Village of Whitehall, New York

(SEAL)

SCHEDULE A

PILOT AND HOST COMMUNITY BENEFIT PAYMENT TERMS

- SEE ATTACHED -

**CHAMPLAIN HUDSON POWER EXPRESS
VILLAGE OF WHITEHALL**

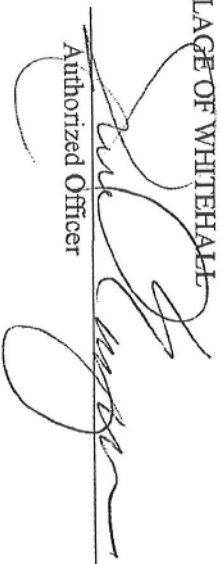
YEAR	TOTAL TAX	PILOT	CHBP	ANNUAL PAYMENT
Initial Year of Ops	\$ 221,058	\$ 154,740	\$ 73,043	\$ 227,783
2	\$ 224,263	\$ 156,984	\$ 74,102	\$ 231,086
3	\$ 227,515	\$ 159,260	\$ 75,176	\$ 234,437
4	\$ 230,814	\$ 161,570	\$ 76,266	\$ 237,836
5	\$ 253,187	\$ 177,231	\$ 83,659	\$ 260,890
6	\$ 258,044	\$ 180,631	\$ 85,264	\$ 265,895
7	\$ 261,786	\$ 183,250	\$ 86,500	\$ 269,750
8	\$ 265,582	\$ 185,907	\$ 87,754	\$ 273,662
9	\$ 289,587	\$ 202,711	\$ 95,686	\$ 298,397
10	\$ 293,786	\$ 205,650	\$ 97,073	\$ 302,724
11	\$ 299,320	\$ 209,524	\$ 98,902	\$ 308,426
12	\$ 303,660	\$ 212,562	\$ 100,336	\$ 312,899
13	\$ 329,412	\$ 230,588	\$ 108,845	\$ 339,434
14	\$ 334,189	\$ 233,932	\$ 110,423	\$ 344,355
15	\$ 339,034	\$ 237,324	\$ 112,025	\$ 349,349
16	\$ 345,320	\$ 241,724	\$ 114,102	\$ 355,826
17	\$ 372,941	\$ 261,059	\$ 123,228	\$ 384,287
18	\$ 378,349	\$ 264,844	\$ 125,015	\$ 389,859
19	\$ 383,835	\$ 268,684	\$ 126,828	\$ 395,512
20	\$ 389,401	\$ 272,580	\$ 128,667	\$ 401,247
21	\$ 421,945	\$ 295,362	\$ 139,420	\$ 434,782
22	\$ 428,063	\$ 299,644	\$ 141,442	\$ 441,086
23	\$ 434,270	\$ 303,989	\$ 143,493	\$ 447,482
24	\$ 443,641	\$ 310,549	\$ 146,589	\$ 457,138
25	\$ 475,448	\$ 332,814	\$ 157,099	\$ 489,912
26	\$ 482,342	\$ 337,639	\$ 159,377	\$ 497,016
27	\$ 492,545	\$ 344,782	\$ 162,748	\$ 507,530
28	\$ 502,943	\$ 352,060	\$ 166,184	\$ 518,244
29	\$ 540,417	\$ 378,292	\$ 178,566	\$ 556,858
30	\$ 549,929	\$ 384,950	\$ 181,709	\$ 566,659
Total	\$ 10,772,628	\$ 7,540,840	\$ 3,559,520	\$ 11,100,360

SUPPLEMENTAL PILOT PAYMENT APPROVAL

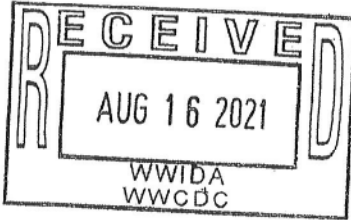
PILOT CALCULATIONS BY TAKING JURISDICTION																
Year	Washington County	Putnam	Town of Decatur	Town of Whitehall	Town of Fort Ann	Town of Hartford	Town of Kingsbury	Town of Edward	Village of Whitehall	Village of Fort Ann	Village of Edward	Putnam CSD	Whitehall CSD	Fort Ann CSD	Hudson Falls CSD	Fort Edward CSD
1	\$567,343	\$80,933	\$99,428	\$136,700	\$38,043	\$4,707	\$85,565	\$39,352	\$232,924	\$3,998	\$68,288	\$32,747	\$382,932	\$222,441	\$176,432	\$100,111
2	\$579,368	\$82,107	\$100,870	\$138,632	\$38,885	\$4,775	\$86,006	\$39,922	\$236,312	\$6,035	\$69,278	\$33,947	\$388,484	\$225,666	\$178,990	\$101,963
3	\$583,315	\$83,297	\$102,333	\$140,693	\$39,739	\$4,844	\$86,955	\$40,501	\$239,578	\$6,282	\$70,882	\$35,164	\$394,117	\$228,938	\$181,585	\$103,035
4	\$589,282	\$84,505	\$104,733	\$142,733	\$40,619	\$4,915	\$87,942	\$41,088	\$243,214	\$6,529	\$72,002	\$36,399	\$399,632	\$232,238	\$184,218	\$104,529
5	\$649,996	\$92,724	\$113,914	\$156,615	\$46,699	\$5,393	\$98,032	\$45,802	\$266,669	\$6,871	\$78,236	\$39,802	\$438,719	\$254,872	\$202,135	\$114,696
6	\$661,992	\$94,433	\$116,016	\$159,506	\$47,722	\$5,492	\$99,840	\$46,917	\$271,294	\$6,998	\$79,680	\$39,852	\$446,816	\$259,951	\$205,865	\$116,613
7	\$671,591	\$95,805	\$117,699	\$161,819	\$48,709	\$5,572	\$101,288	\$46,933	\$275,736	\$7,100	\$80,586	\$39,952	\$453,295	\$263,314	\$208,851	\$118,507
8	\$681,329	\$97,194	\$119,405	\$164,165	\$49,705	\$5,652	\$102,795	\$47,258	\$279,734	\$7,208	\$82,008	\$39,972	\$459,668	\$267,192	\$211,879	\$120,225
9	\$743,139	\$106,011	\$130,238	\$179,058	\$56,029	\$6,165	\$112,078	\$51,293	\$309,535	\$7,970	\$90,744	\$109,959	\$501,987	\$291,566	\$234,451	\$133,033
10	\$753,815	\$107,948	\$132,126	\$181,654	\$57,131	\$6,255	\$113,704	\$52,243	\$315,158	\$8,115	\$92,393	\$111,956	\$518,103	\$300,954	\$238,710	\$135,450
11	\$767,810	\$109,502	\$134,526	\$184,954	\$57,932	\$6,368	\$115,769	\$53,243	\$321,158	\$8,252	\$94,044	\$113,979	\$525,626	\$309,524	\$242,172	\$137,424
12	\$778,740	\$111,090	\$136,477	\$187,636	\$58,454	\$6,461	\$117,448	\$54,015	\$329,128	\$8,393	\$95,733	\$115,979	\$534,103	\$318,139	\$247,790	\$139,113
13	\$845,841	\$120,548	\$148,096	\$203,611	\$67,207	\$7,112	\$129,295	\$59,659	\$351,980	\$9,063	\$101,713	\$123,249	\$570,366	\$331,519	\$262,790	\$149,113
14	\$857,294	\$122,296	\$150,244	\$206,559	\$68,979	\$7,215	\$131,170	\$60,326	\$357,033	\$9,194	\$104,684	\$125,849	\$587,026	\$340,977	\$270,465	\$151,488
15	\$869,725	\$124,069	\$152,422	\$209,559	\$69,979	\$7,315	\$132,170	\$61,406	\$363,480	\$9,299	\$106,559	\$128,122	\$597,543	\$347,206	\$275,331	\$154,218
16	\$885,306	\$126,292	\$155,153	\$213,313	\$70,573	\$7,345	\$133,520	\$62,338	\$369,674	\$10,111	\$111,118	\$130,493	\$614,536	\$357,498	\$281,424	\$158,785
17	\$955,412	\$136,435	\$167,614	\$230,446	\$97,848	\$8,050	\$144,244	\$67,200	\$398,368	\$10,257	\$116,787	\$141,515	\$664,896	\$380,422	\$301,736	\$171,212
18	\$970,280	\$138,414	\$170,045	\$238,727	\$99,267	\$8,166	\$146,335	\$68,276	\$404,145	\$10,406	\$118,480	\$143,557	\$674,026	\$389,194	\$310,550	\$175,213
19	\$984,349	\$140,421	\$172,510	\$240,516	\$100,706	\$8,285	\$148,457	\$69,266	\$410,005	\$10,557	\$120,198	\$145,649	\$684,926	\$391,594	\$316,233	\$179,766
20	\$998,622	\$142,457	\$175,112	\$240,615	\$102,166	\$8,385	\$150,610	\$74,995	\$413,912	\$11,480	\$123,016	\$148,139	\$719,768	\$423,514	\$356,123	\$190,766
21	\$1,081,208	\$154,238	\$189,485	\$260,515	\$110,615	\$9,370	\$165,430	\$76,082	\$450,349	\$11,986	\$133,076	\$159,981	\$740,350	\$430,051	\$341,108	\$193,952
22	\$1,086,885	\$156,474	\$192,733	\$264,293	\$112,219	\$9,400	\$167,823	\$77,435	\$456,879	\$12,205	\$136,685	\$163,826	\$751,085	\$436,297	\$346,054	\$196,389
23	\$1,112,790	\$158,743	\$195,020	\$268,135	\$113,847	\$9,222	\$171,267	\$74,467	\$466,240	\$12,005	\$136,685	\$165,826	\$766,474	\$445,236	\$353,144	\$200,389
24	\$1,135,990	\$161,996	\$199,016	\$273,618	\$116,179	\$9,421	\$173,823	\$74,747	\$469,844	\$12,870	\$146,596	\$177,564	\$821,178	\$477,327	\$378,597	\$214,825
25	\$1,147,438	\$173,672	\$216,360	\$293,340	\$128,359	\$10,100	\$183,611	\$84,444	\$507,092	\$13,057	\$148,661	\$180,738	\$853,652	\$484,248	\$384,087	\$217,940
26	\$1,253,091	\$179,190	\$216,454	\$301,593	\$128,903	\$10,247	\$190,273	\$85,668	\$517,302	\$13,370	\$151,654	\$183,765	\$850,417	\$493,998	\$391,820	\$221,393
27	\$1,259,959	\$179,737	\$220,812	\$303,585	\$131,484	\$10,663	\$193,844	\$89,150	\$527,701	\$13,592	\$154,703	\$187,459	\$867,513	\$503,329	\$399,697	\$228,797
28	\$1,285,288	\$183,351	\$225,351	\$309,688	\$131,494	\$10,663	\$193,844	\$89,150	\$527,701	\$13,592	\$154,703	\$187,459	\$867,513	\$503,329	\$399,697	\$228,797
29	\$1,380,343	\$196,911	\$241,910	\$332,591	\$141,219	\$11,648	\$208,186	\$95,743	\$566,728	\$14,842	\$168,990	\$204,772	\$947,633	\$550,770	\$438,611	\$241,743
30	\$1,403,991	\$200,284	\$246,054	\$338,289	\$143,639	\$11,648	\$211,746	\$97,383	\$576,437	\$14,842	\$168,990	\$204,772	\$947,633	\$550,770	\$438,611	\$241,743
	\$27,603,132	\$3,937,678	\$4,837,542	\$6,650,326	\$2,824,002	\$29,002	\$4,163,038	\$1,914,603	\$11,333,029	\$291,804	\$3,322,437	\$4,025,917	\$18,650,906	\$10,822,491	\$8,569,986	\$4,870,746

CONSENT BY AFFECTED TAX JURISDICTIONS

The amount of PILOT Payments and the allocation of such payments among the affected tax jurisdictions described in this Table are hereby approved and inserted to.

VILLAGE OF WHITEHALL
 By: 
 Authorized Officer

PILOT/HCBA APPROVAL RESOLUTION



PILOT/HOST COMMUNITY APPROVAL RESOLUTION
FORT ANN CENTRAL SCHOOL DISTRICT
CHPE LLC PROJECT

Board Member Pamela White offered the following resolution, and moved its adoption:

RESOLUTION NO. _____

RESOLUTION APPROVING (A) THE PAYMENT TERMS AND CONDITIONS OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT AND (B) THE PAYMENT TERMS AND CONDITIONS OF CERTAIN HOST COMMUNITY BENEFIT AGREEMENTS TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON CIVIC DEVELOPMENT CORPORATION AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT.

BE IT ENACTED by the Board of Education of the Fort Ann Central School District, New York (the "Board of Education"), as follows:

WHEREAS, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (the "Enabling Act") and Chapter 862 of the 1971 Laws of New York, as amended, constituting Section 890-c of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), the Board of Supervisors of Warren County and the Board of Supervisors of Washington County have heretofore appointed the Chairman and members of Counties of Warren and Washington Industrial Development Agency (the "Agency") and have duly caused to be filed in the office of the Secretary of State of the State of New York the certificates required by Section 856 of the Act; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, CHPE LLC, a New York State limited liability company (the "Company"), has submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of Company, said Project consisting of the following: (A)(1) the acquisition of an interest in the Company's interest in certain upland parcels of land and in the Company's interim permit and easement issued or to be issued by the New York State Office of General Services ("OGS") in relation to submerged State-owned land, such upland and submerged lands located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York (collectively, the "Land"), (2) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt ("MW") high-voltage direct current ("HVDC") electric transmission line and related infrastructure (collectively, the "Improvements") and (3) the acquisition and installation thereon and therein of certain

related machinery and equipment, including but not limited to, two (2) five-inch diameter HVDC transmission cables (collectively, the "Equipment") (the Land, the Improvements and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be used and operated by the Company as a portion of an electric power transmission line from the U.S.-Canada border to New York City; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver (A) a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, and (B) certain host community benefit agreements (collectively, the "Host Community Benefit Agreements," and, individually, a "Host Community Benefit Agreement") by and between the Counties of Warren and Washington Civic Development Corporation (the "CDC") and the Company, pursuant to which the Company will agree to pay certain host community benefit payments to the CDC pursuant to each Host Community Benefit Agreement for the benefit of (1) the Fort Ann Central School District (the "School District") and the other school districts located in the Towns (as hereinafter defined), (2) Washington County, (3) the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward (collectively, the "Towns"), and (4) the Villages of Whitehall, Fort Ann and Fort Edward; and

WHEREAS, the Agency desires that the Fort Ann Central School District, through its Board of Education, as one of the affected tax jurisdictions with respect to the Project Facility, adopt a resolution indicating whether the Board of Education agrees to the terms of the (A) proposed PILOT Agreement, and (B) the proposed Host Community Benefit Agreements;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education, as follows:

Section 1. For the purpose of satisfying the requirements contained in the Agency's Uniform Tax Exemption Policy (the "UTEP Policy") and the Act, the Board of Education hereby (1) acknowledges notification of any deviation from the Agency's UTEP Policy, (2) waives any formal notice from the Agency of any deviation from the Agency's UTEP Policy, (3) approves the payment terms to be contained in the PILOT Agreement, as substantially described in Schedule A attached, and (4) approves the payment terms to be contained in the Host Community Benefit Agreements, as substantially described in Schedule A attached.

Section 2. The President of the School Board is hereby authorized, on behalf of the Fort Ann Central School District, to execute and deliver a consent to the PILOT Agreement for the purpose of evidencing its approval to the proposed payment terms of the PILOT Agreement, said PILOT Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and insertions as the President of the School Board shall approve, the execution thereof by the President of the School Board to constitute conclusive evidence of such approval.

Section 3. The President of the School Board is hereby further authorized, on behalf of the Fort Ann Central School District, to execute and deliver a consent to the Host Community Benefit Agreement relating to the School District for the purpose of evidencing its approval to the proposed payment terms of the Host Community Benefit Agreement, said Host Community Benefit Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and

insertions as the President of the School Board shall approve, the execution thereof by the President of the School Board to constitute conclusive evidence of such approval.

Section 4. The officers, employees and agents of the Fort Ann Central School District are hereby authorized and directed for and in the name and on behalf of the Fort Ann Central School District to do all acts and things required or provided for by the applicable provisions of this Resolution in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement and the Host Community Benefit Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 5. This resolution shall take effect immediately.

The resolution was duly seconded by James Allen and the resolution was duly adopted by a vote on roll call.

STATE OF NEW YORK)
)SS.:
COUNTY OF WASHINGTON)

I, the undersigned (Deputy) Clerk of the Board of Education of the Fort Ann Central School District, DO HEREBY CERTIFY that the preceding Resolution was duly adopted by the Board of Education of the Fort Ann Central School District at a regular meeting of the said Board of Education of the Fort Ann Central School District duly called and held on August 17, 2021; that said Resolution was entered in the minutes of said meeting; and that I have compared the foregoing copy with the original thereof now on file in my office and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I FURTHER CERTIFY that (A) all members of said Board of Education of the Fort Ann Central School District had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Board of Education of the Fort Ann Central School District present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Fort Ann Central School District, New York this 10th day of August, 2021.

BY: Shelley L. Gregorio
(Deputy) Clerk of the Board of Education of the Fort Ann Central School District, New York

(SEAL)

CHAMPLAIN HUDSON POWER EXPRESS							
FORT ANN SCHOOL DISTRICT							
YEAR		TOTAL TAX	ANNUAL PAYMENTS		PILOT		SDBP
Initial Year of Ops		\$ 426,140	\$ 298,298		\$ 149,149		\$ 149,149
2		\$ 432,319	\$ 302,623		\$ 151,312		\$ 151,312
3		\$ 438,588	\$ 307,011		\$ 153,506		\$ 153,506
4		\$ 444,947	\$ 311,463		\$ 155,732		\$ 155,732
5		\$ 488,076	\$ 341,654		\$ 170,827		\$ 170,827
6		\$ 497,440	\$ 348,208		\$ 174,104		\$ 174,104
7		\$ 504,653	\$ 353,257		\$ 176,629		\$ 176,629
8		\$ 511,970	\$ 358,379		\$ 179,190		\$ 179,190
9		\$ 558,246	\$ 390,772		\$ 195,386		\$ 195,386
10		\$ 566,340	\$ 396,438		\$ 198,219		\$ 198,219
11		\$ 577,009	\$ 403,906		\$ 201,953		\$ 201,953
12		\$ 585,376	\$ 409,763		\$ 204,881		\$ 204,881
13		\$ 635,018	\$ 444,513		\$ 222,256		\$ 222,256
14		\$ 644,226	\$ 450,958		\$ 225,479		\$ 225,479
15		\$ 653,567	\$ 457,497		\$ 228,748		\$ 228,748
16		\$ 665,684	\$ 465,979		\$ 232,989		\$ 232,989
17		\$ 718,930	\$ 503,251		\$ 251,626		\$ 251,626
18		\$ 729,355	\$ 510,548		\$ 255,274		\$ 255,274
19		\$ 739,931	\$ 517,951		\$ 258,976		\$ 258,976
20		\$ 750,660	\$ 525,462		\$ 262,731		\$ 262,731
21		\$ 813,397	\$ 569,378		\$ 284,689		\$ 284,689
22		\$ 825,191	\$ 577,634		\$ 288,817		\$ 288,817
23		\$ 837,156	\$ 586,009		\$ 293,005		\$ 293,005
24		\$ 855,220	\$ 598,654		\$ 299,327		\$ 299,327
25		\$ 916,536	\$ 641,575		\$ 320,788		\$ 320,788
26		\$ 929,826	\$ 650,878		\$ 325,439		\$ 325,439
27		\$ 949,495	\$ 664,647		\$ 332,323		\$ 332,323
28		\$ 969,539	\$ 678,678		\$ 339,339		\$ 339,339
29		\$ 1,041,780	\$ 729,246		\$ 364,623		\$ 364,623
30		\$ 1,060,115	\$ 742,081		\$ 371,040		\$ 371,040

Total		\$ 20,766,730		\$ 14,536,711		\$ 7,268,356		\$ 7,268,356
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SUPPLEMENTAL PILOT PAYMENT APPROVAL

Year	PLOT CALCULATIONS BY TAXING JURISDICTION															
	Washington County	Tom of Puhlan	Tom of Crediten	Tom of Whitehall	Tom of Fort Ann	Tom of Hartford	Tom of Kingbury	Tom of Edward	Village of Whitehall	Village of Fort Ann	Village of Fort Edward	Puhlan CSD	Whitehall CSD	Fort Ann CSD	Hudson Falls CSD	Fort Edward CSD
1	\$567,343	\$80,933	\$99,429	\$136,200	\$58,034	\$4,707	\$35,565	\$39,332	\$33,334	\$5,998	\$6,288	\$81,747	\$382,932	\$22,441	\$176,432	\$100,111
2	\$575,569	\$81,107	\$100,970	\$130,683	\$58,485	\$4,775	\$36,866	\$39,972	\$28,312	\$6,045	\$6,927	\$83,947	\$388,484	\$22,666	\$178,590	\$101,583
3	\$583,975	\$83,297	\$102,383	\$130,693	\$58,659	\$4,844	\$38,056	\$40,502	\$23,738	\$6,173	\$7,028	\$85,164	\$394,417	\$22,891	\$181,550	\$103,035
4	\$592,382	\$84,505	\$103,817	\$130,733	\$58,835	\$4,913	\$39,247	\$41,089	\$24,234	\$6,262	\$7,100	\$86,399	\$399,832	\$23,128	\$184,218	\$104,529
5	\$600,789	\$85,713	\$105,251	\$130,773	\$59,010	\$4,982	\$40,438	\$41,685	\$24,734	\$6,351	\$7,186	\$87,634	\$405,250	\$23,367	\$186,886	\$106,023
6	\$609,196	\$86,921	\$106,685	\$130,813	\$59,187	\$5,051	\$41,787	\$42,283	\$25,228	\$6,440	\$7,272	\$88,869	\$410,667	\$23,606	\$189,544	\$107,517
7	\$617,603	\$88,129	\$108,119	\$130,853	\$59,364	\$5,120	\$43,036	\$42,833	\$25,722	\$6,529	\$7,358	\$90,104	\$416,088	\$23,845	\$192,202	\$109,011
8	\$626,010	\$89,337	\$109,553	\$130,893	\$59,541	\$5,189	\$44,285	\$43,382	\$26,216	\$6,618	\$7,444	\$91,339	\$421,509	\$24,084	\$194,850	\$110,505
9	\$634,417	\$90,545	\$110,987	\$130,933	\$59,718	\$5,258	\$45,534	\$43,831	\$26,710	\$6,707	\$7,529	\$92,574	\$426,929	\$24,323	\$197,598	\$112,000
10	\$642,824	\$91,753	\$112,421	\$130,973	\$59,895	\$5,327	\$46,783	\$44,280	\$27,204	\$6,796	\$7,614	\$93,809	\$432,348	\$24,562	\$200,346	\$113,494
11	\$651,231	\$92,961	\$113,855	\$131,013	\$60,072	\$5,396	\$48,032	\$44,729	\$27,698	\$6,885	\$7,700	\$95,044	\$437,767	\$24,801	\$203,094	\$114,988
12	\$659,638	\$94,169	\$115,289	\$131,053	\$60,249	\$5,465	\$49,281	\$45,178	\$28,192	\$6,974	\$7,785	\$96,279	\$443,186	\$25,040	\$205,842	\$116,482
13	\$668,045	\$95,377	\$116,723	\$131,093	\$60,426	\$5,534	\$50,530	\$45,627	\$28,686	\$7,063	\$7,870	\$97,514	\$448,605	\$25,279	\$208,590	\$117,976
14	\$676,452	\$96,585	\$118,157	\$131,133	\$60,603	\$5,603	\$51,779	\$46,076	\$29,178	\$7,152	\$7,955	\$98,749	\$454,024	\$25,518	\$211,338	\$119,470
15	\$684,859	\$97,793	\$119,591	\$131,173	\$60,780	\$5,672	\$53,028	\$46,525	\$29,672	\$7,241	\$8,040	\$99,984	\$459,443	\$25,757	\$214,086	\$120,964
16	\$693,266	\$99,001	\$121,025	\$131,213	\$60,957	\$5,741	\$54,277	\$46,974	\$30,166	\$7,330	\$8,125	\$101,219	\$464,862	\$25,996	\$216,834	\$122,458
17	\$701,673	\$100,209	\$122,459	\$131,253	\$61,134	\$5,810	\$55,526	\$47,423	\$30,660	\$7,419	\$8,210	\$102,454	\$470,281	\$26,235	\$219,582	\$123,952
18	\$710,080	\$101,417	\$123,893	\$131,293	\$61,311	\$5,879	\$56,775	\$47,872	\$31,154	\$7,508	\$8,295	\$103,689	\$475,700	\$26,474	\$222,330	\$125,446
19	\$718,487	\$102,625	\$125,327	\$131,333	\$61,488	\$5,948	\$58,024	\$48,321	\$31,648	\$7,597	\$8,380	\$104,924	\$481,119	\$26,713	\$225,078	\$126,940
20	\$726,894	\$103,833	\$126,761	\$131,373	\$61,665	\$6,017	\$59,273	\$48,770	\$32,142	\$7,686	\$8,465	\$106,159	\$486,538	\$26,952	\$227,826	\$128,434
21	\$735,301	\$105,041	\$128,195	\$131,413	\$61,842	\$6,086	\$60,522	\$49,219	\$32,636	\$7,775	\$8,550	\$107,394	\$491,957	\$27,191	\$230,574	\$130,000
22	\$743,708	\$106,249	\$129,629	\$131,453	\$62,019	\$6,155	\$61,771	\$49,668	\$33,130	\$7,864	\$8,635	\$108,629	\$497,376	\$27,430	\$233,322	\$131,544
23	\$752,115	\$107,457	\$131,063	\$131,493	\$62,196	\$6,224	\$63,020	\$50,117	\$33,624	\$7,953	\$8,720	\$109,864	\$502,795	\$27,669	\$236,070	\$133,088
24	\$760,522	\$108,665	\$132,497	\$131,533	\$62,373	\$6,293	\$64,269	\$50,566	\$34,118	\$8,042	\$8,805	\$111,099	\$508,214	\$27,908	\$238,818	\$134,632
25	\$768,929	\$109,873	\$133,931	\$131,573	\$62,550	\$6,362	\$65,518	\$51,015	\$34,612	\$8,131	\$8,890	\$112,334	\$513,633	\$28,147	\$241,566	\$136,176
26	\$777,336	\$111,081	\$135,365	\$131,613	\$62,727	\$6,431	\$66,767	\$51,464	\$35,106	\$8,220	\$8,975	\$113,569	\$519,052	\$28,386	\$244,314	\$137,720
27	\$785,743	\$112,289	\$136,799	\$131,653	\$62,904	\$6,500	\$68,016	\$51,913	\$35,600	\$8,309	\$9,060	\$114,804	\$524,471	\$28,625	\$247,062	\$139,264
28	\$794,150	\$113,497	\$138,233	\$131,693	\$63,081	\$6,569	\$69,265	\$52,362	\$36,094	\$8,398	\$9,145	\$116,039	\$529,890	\$28,864	\$249,810	\$140,808
29	\$802,557	\$114,705	\$139,667	\$131,733	\$63,258	\$6,638	\$70,514	\$52,814	\$36,588	\$8,487	\$9,230	\$117,274	\$535,309	\$29,103	\$252,558	\$142,352
30	\$810,964	\$115,913	\$141,101	\$131,773	\$63,435	\$6,707	\$71,763	\$53,266	\$37,082	\$8,576	\$9,315	\$118,509	\$540,728	\$29,342	\$255,306	\$143,896

CONSENT BY AFFECTED TAX JURISDICTIONS

The amount of PILOT Payments and the allocation of such payments among the affected tax jurisdictions described in this Table are hereby approved and consented to

FORT ANN CENTRAL SCHOOL DISTRICT

By: 
 Authorized Officer

PILOT/HCBA APPROVAL RESOLUTION

**PILOT/HOST COMMUNITY APPROVAL RESOLUTION
FORT EDWARD UNION FREE DISTRICT
CHPE LLC PROJECT**

Board Member John Guglielmo offered the following resolution, and moved its adoption:

RESOLUTION APPROVING (A) THE PAYMENT TERMS AND CONDITIONS OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT AND (B) THE PAYMENT TERMS AND CONDITIONS OF CERTAIN HOST COMMUNITY BENEFIT AGREEMENTS TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON CIVIC DEVELOPMENT CORPORATION AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT.

BE IT ENACTED by the Board of Education of the Fort Edward Union Free School District, New York (the "Board of Education"), as follows:

WHEREAS, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (the "Enabling Act") and Chapter 862 of the 1971 Laws of New York, as amended, constituting Section 890-c of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), the Board of Supervisors of Warren County and the Board of Supervisors of Washington County have heretofore appointed the Chairman and members of Counties of Warren and Washington Industrial Development Agency (the "Agency") and have duly caused to be filed in the office of the Secretary of State of the State of New York the certificates required by Section 856 of the Act; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, CHPE LLC, a New York State limited liability company (the "Company"), has submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of Company, said Project consisting of the following: (A)(1) the acquisition of an interest in the Company's interest in certain upland parcels of land and in the Company's interim permit and easement issued or to be issued by the New York State Office of General Services ("OGS") in relation to submerged State-owned land, such upland and submerged lands located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York (collectively, the "Land"), (2) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt ("MW") high-voltage direct current ("HVDC") electric transmission line and related infrastructure (collectively, the "Improvements") and (3) the acquisition and installation thereon and therein of certain related machinery and equipment, including but not limited to, two (2) five-inch diameter HVDC

transmission cables (collectively, the "Equipment") (the Land, the Improvements and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be used and operated by the Company as a portion of an electric power transmission line from the U.S.-Canada border to New York City; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver (A) a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, and (B) certain host community benefit agreements (collectively, the "Host Community Benefit Agreements," and, individually, a "Host Community Benefit Agreement") by and between the Counties of Warren and Washington Civic Development Corporation (the "CDC") and the Company, pursuant to which the Company will agree to pay certain host community benefit payments to the CDC pursuant to each Host Community Benefit Agreement for the benefit of (1) the Fort Edward Union Free School District (the "School District") and the other school districts located in the Towns (as hereinafter defined), (2) Washington County, (3) the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward (collectively, the "Towns"), and (4) the Villages of Whitehall, Fort Ann and Fort Edward; and

WHEREAS, the Agency desires that the Fort Edward Union Free School District, through its Board of Education, as one of the affected tax jurisdictions with respect to the Project Facility, adopt a resolution indicating whether the Board of Education agrees to the terms of the (A) proposed PILOT Agreement, and (B) the proposed Host Community Benefit Agreements;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education, as follows:

Section 1. For the purpose of satisfying the requirements contained in the Agency's Uniform Tax Exemption Policy (the "UTEP Policy") and the Act, the Board of Education hereby (1) acknowledges notification of any deviation from the Agency's UTEP Policy, (2) waives any formal notice from the Agency of any deviation from the Agency's UTEP Policy, (3) approves the payment schedule described in Schedule A, which schedule will be contained in the PILOT Agreement, and (4) approves the payment schedule described in Schedule A, which schedule will be contained in the Host Community Benefit Agreements.

Section 2. The President of the School Board is hereby authorized, on behalf of the Fort Edward Union Free School District, to execute and deliver a consent to the PILOT Agreement for the purpose of evidencing its approval to the proposed payment terms of the PILOT Agreement, said PILOT Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and insertions as the President of the School Board shall approve, the execution thereof by the President of the School Board to constitute conclusive evidence of such approval.

Section 3. The President of the School Board is hereby further authorized, on behalf of the Fort Edward Union Free School District, to execute and deliver a consent to the Host Community Benefit Agreement relating to the School District for the purpose of evidencing its approval to the proposed payment terms of the Host Community Benefit Agreement, said Host Community Benefit Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and

insertions as the President of the School Board shall approve, the execution thereof by the President of the School Board to constitute conclusive evidence of such approval.

Section 4. The officers, employees and agents of the Fort Edward Union Free School District are hereby authorized and directed for and in the name and on behalf of the Fort Edward Union Free School District to do all acts and things required or provided for by the applicable provisions of this Resolution in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement and the Host Community Benefit Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 5. This resolution shall take effect immediately.

The resolution was duly seconded by Christina Dunklee and the resolution was duly adopted by a vote on roll call.

STATE OF NEW YORK)
) ss.:
COUNTY OF WASHINGTON)

I, the undersigned (Deputy) Clerk of the Board of Education of the Fort Edward Union Free School District, DO HEREBY CERTIFY that the preceding Resolution was duly adopted by the Board of Education of the Fort Edward Union Free School District at a regular meeting of the said Board of Education of the Fort Edward Union Free School District duly called and held on August 16, 2021; that said Resolution was entered in the minutes of said meeting; and that I have compared the foregoing copy with the original thereof now on file in my office and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I FURTHER CERTIFY that (A) all members of said Board of Education of the Fort Edward Union Free School District had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Board of Education of the Fort Edward Union Free School District present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Fort Edward Union Free School District, New York this 26th day of August, 2021.

BY: Tobie L. Bissette
Clerk of the Board of Education of the Fort Edward
Union Free School District, New York

CHAMPLAIN HUDSON POWER EXPRESS						
FORT EDWARD SCHOOL DISTRICT						
YEAR	TOTAL TAX	ANNUAL PAYMENT	PILOT	SDBP		
Initial Year of Ops	\$ 187,249	\$ 131,074	\$ 65,537	\$ 65,537		
2	\$ 189,964	\$ 132,975	\$ 66,487	\$ 66,487		
3	\$ 192,719	\$ 134,903	\$ 67,451	\$ 67,451		
4	\$ 195,513	\$ 136,859	\$ 68,430	\$ 68,430		
5	\$ 214,464	\$ 150,125	\$ 75,063	\$ 75,063		
6	\$ 218,579	\$ 153,005	\$ 76,503	\$ 76,503		
7	\$ 221,748	\$ 155,224	\$ 77,612	\$ 77,612		
8	\$ 224,963	\$ 157,474	\$ 78,737	\$ 78,737		
9	\$ 245,297	\$ 171,708	\$ 85,854	\$ 85,854		
10	\$ 248,854	\$ 174,198	\$ 87,099	\$ 87,099		
11	\$ 253,542	\$ 177,479	\$ 88,740	\$ 88,740		
12	\$ 257,218	\$ 180,053	\$ 90,026	\$ 90,026		
13	\$ 279,031	\$ 195,322	\$ 97,661	\$ 97,661		
14	\$ 283,077	\$ 198,154	\$ 99,077	\$ 99,077		
15	\$ 287,182	\$ 201,027	\$ 100,514	\$ 100,514		
16	\$ 292,506	\$ 204,754	\$ 102,377	\$ 102,377		
17	\$ 315,903	\$ 221,132	\$ 110,566	\$ 110,566		
18	\$ 320,484	\$ 224,339	\$ 112,169	\$ 112,169		
19	\$ 325,131	\$ 227,592	\$ 113,796	\$ 113,796		
20	\$ 329,845	\$ 230,892	\$ 115,446	\$ 115,446		
21	\$ 357,412	\$ 250,189	\$ 125,094	\$ 125,094		
22	\$ 362,595	\$ 253,816	\$ 126,908	\$ 126,908		
23	\$ 367,852	\$ 257,497	\$ 128,748	\$ 128,748		
24	\$ 375,790	\$ 263,053	\$ 131,526	\$ 131,526		
25	\$ 402,733	\$ 281,913	\$ 140,956	\$ 140,956		
26	\$ 408,572	\$ 286,000	\$ 143,000	\$ 143,000		
27	\$ 417,215	\$ 292,050	\$ 146,025	\$ 146,025		
28	\$ 426,023	\$ 298,216	\$ 149,108	\$ 149,108		
29	\$ 457,765	\$ 320,436	\$ 160,218	\$ 160,218		
30	\$ 465,822	\$ 326,076	\$ 163,038	\$ 163,038		

Total		\$ 9,125,050		\$ 6,387,535		\$ 3,193,767		\$ 3,193,767	
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SUPPLEMENTAL PILOT PAYMENT APPROVAL

PILOT CALCULATIONS BY TAKING JURISDICTION																
Year	Washington County	Town of Plover	Town of Prebleton	Town of Whitetail	Town of Fort Ann	Town of Harford	Town of Montgomery	Town of Fort Edward	Village of Whitetail	Village of Fort Ann	Village of Fort Edward	Putnam CSD	Whitetail CSD	Fort Ann CSD	Hudson Falls CSD	Fort Edward CSD
1	\$967,943	\$90,883	\$99,429	\$186,700	\$8,018	\$4,707	\$3,505	\$39,392	\$23,534	\$5,398	\$61,288	\$82,747	\$87,993	\$221,441	\$176,432	\$100,113
2	\$579,569	\$4,207	\$100,870	\$180,682	\$88,145	\$4,273	\$8,900	\$59,921	\$26,654	\$6,888	\$98,978	\$88,547	\$98,484	\$221,564	\$176,432	\$100,113
3	\$580,918	\$89,297	\$102,833	\$140,688	\$99,789	\$1,844	\$18,095	\$50,902	\$29,728	\$6,275	\$70,242	\$88,547	\$98,417	\$221,564	\$176,432	\$100,113
4	\$582,832	\$14,503	\$103,817	\$130,617	\$90,605	\$4,913	\$39,242	\$41,089	\$24,214	\$6,662	\$51,502	\$86,599	\$99,832	\$221,286	\$176,432	\$100,113
5	\$549,996	\$92,724	\$113,914	\$150,613	\$96,499	\$3,999	\$9,831	\$45,008	\$26,889	\$6,871	\$71,236	\$84,002	\$98,719	\$214,647	\$164,686	\$104,519
6	\$661,982	\$94,485	\$116,018	\$161,619	\$97,727	\$3,484	\$9,840	\$49,817	\$21,794	\$6,998	\$79,680	\$96,512	\$94,616	\$251,551	\$184,835	\$116,616
7	\$871,324	\$99,405	\$117,699	\$161,619	\$94,709	\$3,917	\$10,218	\$46,583	\$17,796	\$7,100	\$80,636	\$97,232	\$423,295	\$261,314	\$204,853	\$116,616
8	\$681,139	\$37,184	\$119,408	\$164,185	\$89,709	\$5,612	\$12,078	\$41,545	\$27,794	\$7,208	\$82,008	\$99,912	\$419,466	\$261,314	\$204,853	\$116,616
9	\$749,139	\$108,011	\$120,238	\$187,836	\$98,709	\$6,148	\$11,769	\$52,289	\$29,835	\$7,870	\$89,447	\$109,939	\$504,580	\$291,591	\$231,479	\$130,132
10	\$739,915	\$107,548	\$124,126	\$187,836	\$97,341	\$6,215	\$12,704	\$52,289	\$30,111	\$7,870	\$90,744	\$109,939	\$504,580	\$291,591	\$231,479	\$130,132
11	\$776,740	\$110,890	\$124,926	\$187,836	\$97,341	\$6,215	\$12,704	\$52,289	\$30,111	\$7,870	\$90,744	\$109,939	\$504,580	\$291,591	\$231,479	\$130,132
12	\$776,740	\$110,890	\$124,926	\$187,836	\$97,341	\$6,215	\$12,704	\$52,289	\$30,111	\$7,870	\$90,744	\$109,939	\$504,580	\$291,591	\$231,479	\$130,132
13	\$847,294	\$120,548	\$128,096	\$200,611	\$98,454	\$7,011	\$12,744	\$54,015	\$31,814	\$8,888	\$101,713	\$113,248	\$520,958	\$304,518	\$242,172	\$137,434
14	\$847,294	\$120,548	\$128,096	\$200,611	\$98,454	\$7,011	\$12,744	\$54,015	\$31,814	\$8,888	\$101,713	\$113,248	\$520,958	\$304,518	\$242,172	\$137,434
15	\$847,294	\$120,548	\$128,096	\$200,611	\$98,454	\$7,011	\$12,744	\$54,015	\$31,814	\$8,888	\$101,713	\$113,248	\$520,958	\$304,518	\$242,172	\$137,434
16	\$847,294	\$120,548	\$128,096	\$200,611	\$98,454	\$7,011	\$12,744	\$54,015	\$31,814	\$8,888	\$101,713	\$113,248	\$520,958	\$304,518	\$242,172	\$137,434
17	\$847,294	\$120,548	\$128,096	\$200,611	\$98,454	\$7,011	\$12,744	\$54,015	\$31,814	\$8,888	\$101,713	\$113,248	\$520,958	\$304,518	\$242,172	\$137,434
18	\$847,294	\$120,548	\$128,096	\$200,611	\$98,454	\$7,011	\$12,744	\$54,015	\$31,814	\$8,888	\$101,713	\$113,248	\$520,958	\$304,518	\$242,172	\$137,434
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24	\$847,294	\$120,548	\$128,096	\$200,611	\$98,454	\$7,011	\$12,744	\$54,015	\$31,814	\$8,888	\$101,713	\$113,248	\$520,958	\$304,518	\$242,172	\$137,434
25	\$847,294	\$120,548	\$128,096	\$200,611	\$98,454	\$7,011	\$12,744	\$54,015	\$31,814	\$8,888	\$101,713	\$113,248	\$520,958	\$304,518	\$242,172	\$137,434
26	\$847,294	\$120,548	\$128,096	\$200,611	\$98,454	\$7,011	\$12,744	\$54,015	\$31,814	\$8,888	\$101,713	\$113,248	\$520,958	\$304,518	\$242,172	\$137,434
27	\$847,294	\$120,548	\$128,096	\$200,611	\$98,454	\$7,011	\$12,744	\$54,015	\$31,814	\$8,888	\$101,713	\$113,248	\$520,958	\$304,518	\$242,172	\$137,434
28	\$847,294	\$120,548	\$128,096	\$200,611	\$98,454	\$7,011	\$12,744	\$54,015	\$31,814	\$8,888	\$101,713	\$113,248	\$520,958	\$304,518	\$242,172	\$137,434
29	\$847,294	\$120,548	\$128,096	\$200,611	\$98,454	\$7,011	\$12,744	\$54,015	\$31,814	\$8,888	\$101,713	\$113,248	\$520,958	\$304,518	\$242,172	\$137,434
30	\$847,294	\$120,548	\$128,096	\$200,611	\$98,454	\$7,011	\$12,744	\$54,015	\$31,814	\$8,888	\$101,713	\$113,248	\$520,958	\$304,518	\$242,172	\$137,434

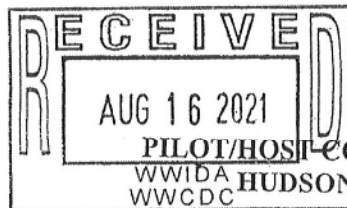
CONSENT BY AFFECTED TAX JURISDICTIONS

The amount of PILOT Payments and the allocation of such payments among the affected tax jurisdictions described in this Table are hereby approved and consented to.

FORT EDWARD CENTRAL SCHOOL DISTRICT

By: 
 Authorized Officer

PILOT/HCBA APPROVAL RESOLUTION



PILOT/HOST COMMUNITY APPROVAL RESOLUTION
WWIDA HUDSON FALLS CENTRAL SCHOOL DISTRICT
WWDCD
CHPE LLC PROJECT

Board Member MS Enmaldi offered the following resolution, and moved its adoption:

RESOLUTION NO. _____

RESOLUTION APPROVING (A) THE PAYMENT TERMS AND CONDITIONS OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT AND (B) THE PAYMENT TERMS AND CONDITIONS OF CERTAIN HOST COMMUNITY BENEFIT AGREEMENTS TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON CIVIC DEVELOPMENT CORPORATION AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT.

BE IT ENACTED by the Board of Education of the Hudson Falls Central School District, New York (the "Board of Education"), as follows:

WHEREAS, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (the "Enabling Act") and Chapter 862 of the 1971 Laws of New York, as amended, constituting Section 890-c of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), the Board of Supervisors of Warren County and the Board of Supervisors of Washington County have heretofore appointed the Chairman and members of Counties of Warren and Washington Industrial Development Agency (the "Agency") and have duly caused to be filed in the office of the Secretary of State of the State of New York the certificates required by Section 856 of the Act; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, CHPE LLC, a New York State limited liability company (the "Company"), has submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of Company, said Project consisting of the following: (A)(1) the acquisition of an interest in the Company's interest in certain upland parcels of land and in the Company's interim permit and easement issued or to be issued by the New York State Office of General Services ("OGS") in relation to submerged State-owned land, such upland and submerged lands located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York (collectively, the "Land"), (2) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt ("MW") high-voltage direct current ("HVDC") electric transmission line and related infrastructure (collectively, the "Improvements") and (3) the acquisition and installation thereon and therein of certain

related machinery and equipment, including but not limited to, two (2) five-inch diameter HVDC transmission cables (collectively, the "Equipment") (the Land, the Improvements and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be used and operated by the Company as a portion of an electric power transmission line from the U.S.-Canada border to New York City; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver (A) a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, and (B) certain host community benefit agreements (collectively, the "Host Community Benefit Agreements," and, individually, a "Host Community Benefit Agreement") by and between the Counties of Warren and Washington Civic Development Corporation (the "CDC") and the Company, pursuant to which the Company will agree to pay certain host community benefit payments to the CDC pursuant to each Host Community Benefit Agreement for the benefit of (1) the [Model] Central School District (the "School District") and the other school districts located in the Towns (as hereinafter defined), (2) Washington County, (3) the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward (collectively, the "Towns"), and (4) the Villages of Whitehall, Fort Ann and Fort Edward; and

WHEREAS, the Agency desires that the Hudson Falls Central School District, through its Board of Education, as one of the affected tax jurisdictions with respect to the Project Facility, adopt a resolution indicating whether the Board of Education agrees to the terms of the (A) proposed PILOT Agreement, and (B) the proposed Host Community Benefit Agreements;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education, as follows:

Section 1. For the purpose of satisfying the requirements contained in the Agency's Uniform Tax Exemption Policy (the "UTEP Policy") and the Act, the Board of Education hereby (1) acknowledges notification of any deviation from the Agency's UTEP Policy, (2) waives any formal notice from the Agency of any deviation from the Agency's UTEP Policy, (3) approves the payment terms to be contained in the PILOT Agreement, as substantially described in Schedule A attached, and (4) approves the payment terms to be contained in the Host Community Benefit Agreements, as substantially described in Schedule A attached.

Section 2. The President of the School Board is hereby authorized, on behalf of the Hudson Falls Central School District, to execute and deliver a consent to the PILOT Agreement for the purpose of evidencing its approval to the proposed payment terms of the PILOT Agreement, said PILOT Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and insertions as the President of the School Board shall approve, the execution thereof by the President of the School Board to constitute conclusive evidence of such approval.

Section 3. The President of the School Board is hereby further authorized, on behalf of the Hudson Falls Central School District, to execute and deliver a consent to the Host Community Benefit Agreement relating to the School District for the purpose of evidencing its approval to the proposed payment terms of the Host Community Benefit Agreement, said Host Community Benefit Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and

insertions as the President of the School Board shall approve, the execution thereof by the President of the School Board to constitute conclusive evidence of such approval.

Section 4. The officers, employees and agents of the Hudson Falls Central School District are hereby authorized and directed for and in the name and on behalf of the Hudson Falls Central School District to do all acts and things required or provided for by the applicable provisions of this Resolution in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement and the Host Community Benefit Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 5. This resolution shall take effect immediately.

The resolution was duly seconded by Mr. Enalough and the resolution was duly adopted by a vote on roll call.

STATE OF NEW YORK)
)SS.:
COUNTY OF WASHINGTON)

I, the undersigned (Deputy) Clerk of the Board of Education of the Hudson Falls Central School District, DO HEREBY CERTIFY that the preceding Resolution was duly adopted by the Board of Education of the Hudson Falls Central School District at a regular meeting of the said Board of Education of the Hudson Falls Central School District duly called and held on August 10, 2021; that said Resolution was entered in the minutes of said meeting; and that I have compared the foregoing copy with the original thereof now on file in my office and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I FURTHER CERTIFY that (A) all members of said Board of Education of the Hudson Falls Central School District had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Board of Education of the Hudson Falls Central School District present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Hudson Falls Central School District, New York this 11 day of August, 2021.

BY: Kelli A. Hezel
Clerk of the Board of Education of the
Hudson Falls Central School District, New York



SCHEDULE A

PILOT TERMS

- SEE ATTACHED -

CHAMPLAIN HUDSON POWER EXPRESS						
HUDSON FALLS SCHOOL DISTRICT						
YEAR		TOTAL TAX		ANNUAL PAYMENT	PILOT	SDBP
Initial Year of Ops		\$ 338,460		\$236,922	\$ 118,461	\$ 118,461
2		\$ 343,368		\$240,357	\$ 120,179	\$ 120,179
3		\$ 348,346		\$243,843	\$ 121,921	\$ 121,921
4		\$ 353,398		\$247,378	\$ 123,689	\$ 123,689
5		\$ 387,653		\$271,357	\$ 135,678	\$ 135,678
6		\$ 395,090		\$276,563	\$ 138,281	\$ 138,281
7		\$ 400,818		\$280,573	\$ 140,286	\$ 140,286
8		\$ 406,630		\$284,641	\$ 142,321	\$ 142,321
9		\$ 443,384		\$310,369	\$ 155,184	\$ 155,184
10		\$ 449,813		\$314,869	\$ 157,435	\$ 157,435
11		\$ 458,287		\$320,801	\$ 160,400	\$ 160,400
12		\$ 464,932		\$325,452	\$ 162,726	\$ 162,726
13		\$ 504,360		\$353,052	\$ 176,526	\$ 176,526
14		\$ 511,674		\$358,172	\$ 179,086	\$ 179,086
15		\$ 519,093		\$363,365	\$ 181,683	\$ 181,683
16		\$ 528,717		\$370,102	\$ 185,051	\$ 185,051
17		\$ 571,008		\$399,705	\$ 199,853	\$ 199,853
18		\$ 579,287		\$405,501	\$ 202,750	\$ 202,750
19		\$ 587,687		\$411,381	\$ 205,690	\$ 205,690
20		\$ 596,208		\$417,346	\$ 208,673	\$ 208,673
21		\$ 646,037		\$452,226	\$ 226,113	\$ 226,113
22		\$ 655,405		\$458,783	\$ 229,392	\$ 229,392
23		\$ 664,908		\$465,436	\$ 232,718	\$ 232,718
24		\$ 679,255		\$475,479	\$ 237,739	\$ 237,739
25		\$ 727,955		\$509,568	\$ 254,784	\$ 254,784
26		\$ 738,510		\$516,957	\$ 258,479	\$ 258,479
27		\$ 754,133		\$527,893	\$ 263,946	\$ 263,946
28		\$ 770,053		\$539,037	\$ 269,518	\$ 269,518
29		\$ 827,429		\$579,200	\$ 289,600	\$ 289,600

30		\$ 841,992		\$589,395		\$ 294,697		\$ 294,697
Total		\$ 16,493,890		\$11,545,723		\$ 5,772,861		\$ 5,772,861

SUPPLEMENTAL PILOT PAYMENT APPROVAL

PILOT/HCBA APPROVAL RESOLUTION

**PILOT/HOST COMMUNITY APPROVAL RESOLUTION
PUTNAM CENTRAL SCHOOL DISTRICT
CHPE LLC PROJECT**

Board Member Gerald Gendron offered the following resolution, and moved its adoption:

RESOLUTION NO. 2021.1

RESOLUTION APPROVING (A) THE PAYMENT TERMS AND CONDITIONS OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT AND (B) THE PAYMENT TERMS AND CONDITIONS OF CERTAIN HOST COMMUNITY BENEFIT AGREEMENTS TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON CIVIC DEVELOPMENT CORPORATION AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT.

BE IT ENACTED by the Board of Education of the Putnam Central School District, New York (the "Board of Education"), as follows:

WHEREAS, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (the "Enabling Act") and Chapter 862 of the 1971 Laws of New York, as amended, constituting Section 890-c of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), the Board of Supervisors of Warren County and the Board of Supervisors of Washington County have heretofore appointed the Chairman and members of Counties of Warren and Washington Industrial Development Agency (the "Agency") and have duly caused to be filed in the office of the Secretary of State of the State of New York the certificates required by Section 856 of the Act; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, CHPE LLC, a New York State limited liability company (the "Company"), has submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of Company, said Project consisting of the following: (A)(1) the acquisition of an interest in the Company's interest in certain upland parcels of land and in the Company's interim permit and easement issued or to be issued by the New York State Office of General Services ("OGS") in relation to submerged State-owned land, such upland and submerged lands located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York (collectively, the "Land"), (2) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt ("MW") high-voltage direct current ("HVDC") electric transmission line and related infrastructure (collectively, the "Improvements") and (3) the acquisition and installation thereon and therein of certain related machinery and equipment, including but not limited to, two (2) five-inch diameter HVDC

transmission cables (collectively, the "Equipment") (the Land, the Improvements and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be used and operated by the Company as a portion of an electric power transmission line from the U.S.-Canada border to New York City; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver (A) a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, and (B) certain host community benefit agreements (collectively, the "Host Community Benefit Agreements," and, individually, a "Host Community Benefit Agreement") by and between the Counties of Warren and Washington Civic Development Corporation (the "CDC") and the Company, pursuant to which the Company will agree to pay certain host community benefit payments to the CDC pursuant to each Host Community Benefit Agreement for the benefit of (1) the Putnam Central School District (the "School District") and the other school districts located in the Towns (as hereinafter defined), (2) Washington County, (3) the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward (collectively, the "Towns"), and (4) the Villages of Whitehall, Fort Ann and Fort Edward; and

WHEREAS, the Agency desires that the Putnam Central School District, through its Board of Education, as one of the affected tax jurisdictions with respect to the Project Facility, adopt a resolution indicating whether the Board of Education agrees to the terms of the (A) proposed PILOT Agreement, and (B) the proposed Host Community Benefit Agreements;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education, as follows:

Section 1. For the purpose of satisfying the requirements contained in the Agency's Uniform Tax Exemption Policy (the "UTEP Policy") and the Act, the Board of Education hereby (1) acknowledges notification of any deviation from the Agency's UTEP Policy, (2) waives any formal notice from the Agency of any deviation from the Agency's UTEP Policy, (3) approves the payment terms to be contained in the PILOT Agreement, as substantially described in Schedule A attached, and (4) approves the payment terms to be contained in the Host Community Benefit Agreements, as substantially described in Schedule A attached.

Section 2. The President of the School Board is hereby authorized, on behalf of the Putnam Central School District, to execute and deliver a consent to the PILOT Agreement for the purpose of evidencing its approval to the proposed payment terms of the PILOT Agreement, said PILOT Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and insertions as the President of the School Board shall approve, the execution thereof by the President of the School Board to constitute conclusive evidence of such approval.

Section 3. The President of the School Board is hereby further authorized, on behalf of the Putnam Central School District, to execute and deliver a consent to the Host Community Benefit Agreement relating to the School District for the purpose of evidencing its approval to the proposed payment terms of the Host Community Benefit Agreement, said Host Community Benefit Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and

insertions as the President of the School Board shall approve, the execution thereof by the President of the School Board to constitute conclusive evidence of such approval.

Section 4. The officers, employees and agents of the Putnam Central School District are hereby authorized and directed for and in the name and on behalf of the Putnam Central School District to do all acts and things required or provided for by the applicable provisions of this Resolution in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement and the Host Community Benefit Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 5. This resolution shall take effect immediately.

The resolution was duly seconded by Beth McIntyre and the resolution was duly adopted by a vote on roll call.

STATE OF NEW YORK)
)SS.:
COUNTY OF WASHINGTON)

I, the undersigned District Clerk of the Board of Education of the Putnam Central School District, DO HEREBY CERTIFY that the preceding Resolution was duly adopted by the Board of Education of the Putnam Central School District at a regular meeting of the said Board of Education of the Putnam Central School District duly called and held on July 6, 2021; that said Resolution was entered in the minutes of said meeting; and that I have compared the foregoing copy with the original thereof now on file in my office and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I FURTHER CERTIFY that (A) all members of said Board of Education of the Putnam Central School District had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Board of Education of the Putnam Central School District present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Putnam Central School District, New York this 6th day of July, 2021.

BY: Kim M. Brown
District Clerk of the Board of Education of the
Putnam Central School District, New York



SCHEDULE A
PILOT TERMS
- SEE ATTACHED -

CHAMPLAIN HUDSON POWER EXPRESS						
PUTNAM SCHOOL DISTRICT						
YEAR		TOTAL TAX	ANNUAL PAYMENTS		PILOT	SDBP
Initial Year of Ops		\$ 166,072	\$ 116,250		\$ 58,125	\$ 58,125
2		\$ 168,480	\$ 117,936		\$ 58,968	\$ 58,968
3		\$ 170,923	\$ 119,646		\$ 59,823	\$ 59,823
4		\$ 173,401	\$ 121,381		\$ 60,690	\$ 60,690
5		\$ 190,209	\$ 133,147		\$ 66,573	\$ 66,573
6		\$ 193,858	\$ 135,701		\$ 67,850	\$ 67,850
7		\$ 196,669	\$ 137,669		\$ 68,834	\$ 68,834
8		\$ 199,521	\$ 139,665		\$ 69,832	\$ 69,832
9		\$ 217,555	\$ 152,289		\$ 76,144	\$ 76,144
10		\$ 220,710	\$ 154,497		\$ 77,248	\$ 77,248
11		\$ 224,868	\$ 157,407		\$ 78,704	\$ 78,704
12		\$ 228,128	\$ 159,690		\$ 79,845	\$ 79,845
13		\$ 247,474	\$ 173,232		\$ 86,616	\$ 86,616
14		\$ 251,063	\$ 175,744		\$ 87,872	\$ 87,872
15		\$ 254,703	\$ 178,292		\$ 89,146	\$ 89,146
16		\$ 259,425	\$ 181,598		\$ 90,799	\$ 90,799
17		\$ 280,176	\$ 196,123		\$ 98,062	\$ 98,062
18		\$ 284,239	\$ 198,967		\$ 99,483	\$ 99,483
19		\$ 288,360	\$ 201,852		\$ 100,926	\$ 100,926
20		\$ 292,541	\$ 204,779		\$ 102,389	\$ 102,389
21		\$ 316,991	\$ 221,894		\$ 110,947	\$ 110,947
22		\$ 321,587	\$ 225,111		\$ 112,555	\$ 112,555
23		\$ 326,250	\$ 228,375		\$ 114,188	\$ 114,188
24		\$ 333,290	\$ 233,303		\$ 116,651	\$ 116,651
25		\$ 357,185	\$ 250,030		\$ 125,015	\$ 125,015
26		\$ 362,365	\$ 253,655		\$ 126,828	\$ 126,828
27		\$ 370,030	\$ 259,021		\$ 129,510	\$ 129,510
28		\$ 377,841	\$ 264,489		\$ 132,244	\$ 132,244
29		\$ 405,994	\$ 284,196		\$ 142,098	\$ 142,098
30		\$ 413,140	\$ 289,198		\$ 144,599	\$ 144,599

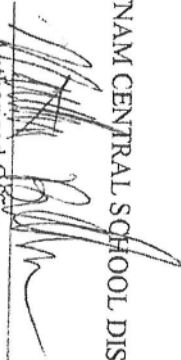
Total		\$ 8,093,050		\$ 5,665,135		\$ 2,832,567.55		\$ 2,832,567.55
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SUPPLEMENTAL PILOT PAYMENT APPROVAL

PILOT CALCULATIONS BY TAXING JURISDICTION																
Year	Washington County	Town of Putnam	Town of Ipreeden	Town of Whitehall	Town of Fort Ann	Town of Herford	Town of Kingsbury	Town of Fort Edward	Village of Whitehall	Village of Fort Ann	Village of Fort Edward	Putnam CSD	Whitehall CSD	Fort Ann CSD	Hudson Falls CSD	Fort Edward CSD
1	\$567,343	\$80,933	\$99,429	\$136,700	\$58,634	\$4,707	\$45,565	\$59,353	\$232,934	\$5,996	\$68,736	\$80,747	\$382,932	\$727,641	\$176,431	\$100,111
2	\$575,569	\$82,107	\$100,870	\$138,682	\$58,605	\$4,775	\$46,806	\$59,922	\$236,312	\$6,085	\$69,276	\$83,927	\$388,484	\$729,666	\$171,990	\$101,563
3	\$583,915	\$83,297	\$102,333	\$140,693	\$59,738	\$4,844	\$48,896	\$60,901	\$239,738	\$6,172	\$70,282	\$85,164	\$393,117	\$732,933	\$181,565	\$102,529
4	\$592,342	\$84,505	\$103,817	\$142,733	\$60,605	\$4,915	\$49,692	\$61,839	\$243,216	\$6,262	\$71,302	\$86,399	\$396,832	\$737,293	\$183,121	\$103,579
5	\$549,996	\$92,724	\$113,914	\$156,615	\$68,499	\$5,383	\$58,116	\$68,083	\$268,669	\$6,871	\$72,326	\$94,802	\$438,719	\$754,947	\$201,135	\$114,696
6	\$561,992	\$94,435	\$116,016	\$159,506	\$70,727	\$5,492	\$60,235	\$69,917	\$271,794	\$6,998	\$73,736	\$96,552	\$446,816	\$759,551	\$203,135	\$116,813
7	\$571,991	\$95,805	\$117,699	\$161,819	\$74,709	\$5,572	\$62,137	\$71,838	\$275,726	\$7,100	\$74,808	\$97,582	\$458,295	\$763,514	\$204,875	\$118,507
8	\$581,359	\$97,184	\$119,405	\$164,165	\$76,705	\$5,645	\$64,060	\$72,938	\$279,734	\$7,208	\$75,947	\$98,712	\$469,447	\$767,132	\$206,619	\$120,225
9	\$591,339	\$106,012	\$120,238	\$166,185	\$78,705	\$5,718	\$66,000	\$74,048	\$283,742	\$7,306	\$77,056	\$100,847	\$479,599	\$770,999	\$208,364	\$121,332
10	\$593,915	\$107,548	\$121,126	\$168,684	\$79,731	\$5,791	\$68,000	\$75,160	\$287,750	\$7,404	\$78,164	\$102,960	\$489,752	\$774,917	\$210,111	\$122,440
11	\$597,610	\$109,502	\$124,526	\$171,954	\$80,705	\$5,864	\$70,170	\$76,273	\$291,758	\$7,502	\$79,278	\$105,072	\$499,905	\$779,836	\$211,879	\$123,548
12	\$604,041	\$111,090	\$126,477	\$174,625	\$81,671	\$5,937	\$72,282	\$77,386	\$295,766	\$7,600	\$80,392	\$107,184	\$509,959	\$784,754	\$213,647	\$124,656
13	\$607,740	\$112,548	\$128,086	\$177,448	\$82,604	\$6,010	\$74,448	\$78,500	\$300,774	\$7,700	\$81,506	\$109,296	\$519,912	\$789,672	\$215,415	\$125,764
14	\$612,294	\$122,286	\$130,244	\$180,563	\$83,538	\$6,083	\$76,612	\$79,614	\$304,782	\$7,800	\$82,620	\$111,408	\$529,868	\$794,590	\$217,183	\$126,872
15	\$619,725	\$124,069	\$132,422	\$183,682	\$84,471	\$6,156	\$78,774	\$80,728	\$308,790	\$7,900	\$83,734	\$113,520	\$539,824	\$800,508	\$218,951	\$127,980
16	\$628,306	\$126,292	\$135,153	\$186,801	\$85,404	\$6,229	\$80,936	\$81,842	\$312,798	\$8,000	\$84,846	\$115,632	\$549,780	\$805,426	\$220,719	\$129,088
17	\$637,412	\$128,515	\$137,924	\$190,019	\$86,337	\$6,302	\$83,100	\$82,956	\$316,806	\$8,100	\$85,960	\$117,744	\$559,736	\$810,344	\$222,487	\$130,196
18	\$647,041	\$130,738	\$140,795	\$193,238	\$87,270	\$6,375	\$85,264	\$84,070	\$320,810	\$8,200	\$87,074	\$119,856	\$569,692	\$815,262	\$224,255	\$131,304
19	\$657,294	\$132,961	\$143,666	\$196,457	\$88,203	\$6,448	\$87,428	\$85,184	\$324,814	\$8,300	\$88,188	\$121,968	\$579,648	\$820,180	\$226,023	\$132,412
20	\$668,112	\$135,184	\$146,537	\$200,676	\$89,136	\$6,521	\$89,592	\$86,300	\$328,818	\$8,400	\$89,300	\$124,080	\$589,604	\$825,100	\$227,791	\$133,520
21	\$679,280	\$137,407	\$149,408	\$203,895	\$90,069	\$6,594	\$91,756	\$87,414	\$332,822	\$8,500	\$90,414	\$126,192	\$599,560	\$830,018	\$229,559	\$134,628
22	\$690,725	\$139,630	\$152,279	\$207,114	\$91,002	\$6,667	\$93,910	\$88,528	\$336,826	\$8,600	\$91,528	\$128,304	\$609,516	\$834,936	\$231,327	\$135,736
23	\$702,369	\$141,853	\$155,150	\$210,333	\$91,935	\$6,740	\$96,064	\$89,642	\$340,830	\$8,700	\$92,642	\$130,416	\$619,472	\$839,854	\$233,095	\$136,844
24	\$714,124	\$144,076	\$158,021	\$213,552	\$92,868	\$6,813	\$98,218	\$90,756	\$344,834	\$8,800	\$93,756	\$132,528	\$629,428	\$844,772	\$234,863	\$137,952
25	\$726,000	\$146,299	\$160,892	\$216,771	\$93,801	\$6,886	\$100,376	\$91,870	\$348,838	\$8,900	\$94,870	\$134,640	\$639,384	\$849,690	\$236,631	\$139,060
26	\$738,000	\$148,522	\$163,763	\$220,000	\$94,734	\$6,959	\$102,534	\$92,984	\$352,842	\$9,000	\$95,984	\$136,752	\$649,340	\$854,608	\$238,399	\$140,168
27	\$750,125	\$150,745	\$166,634	\$223,229	\$95,667	\$7,032	\$104,692	\$94,098	\$356,846	\$9,100	\$97,098	\$138,864	\$659,300	\$859,526	\$240,167	\$141,276
28	\$762,369	\$152,968	\$169,505	\$226,458	\$96,600	\$7,105	\$106,850	\$95,212	\$360,850	\$9,200	\$98,212	\$140,976	\$669,260	\$864,444	\$241,935	\$142,384
29	\$774,725	\$155,191	\$172,376	\$229,687	\$97,533	\$7,178	\$109,008	\$96,326	\$364,854	\$9,300	\$99,326	\$143,088	\$679,220	\$869,362	\$243,703	\$143,492
30	\$787,192	\$157,414	\$175,247	\$232,916	\$98,466	\$7,251	\$111,166	\$97,440	\$368,858	\$9,400	\$100,440	\$145,200	\$689,180	\$874,280	\$245,471	\$144,600

The amount of PILOT Payments and the allocation of such payments among the affected tax jurisdictions described in this Table are hereby approved and consented to

CONSENT BY AFFECTED TAX JURISDICTIONS

PUTNAM CENTRAL SCHOOL DISTRICT
 By: 
 Authorized Officer

PILOT/HCBA APPROVAL RESOLUTION

**PILOT/HOST COMMUNITY APPROVAL RESOLUTION
WHITEHALL CENTRAL SCHOOL DISTRICT
CHPE LLC PROJECT**

Board Member George Armstrong offered the following resolution, and moved its adoption:

RESOLUTION APPROVING (A) THE PAYMENT TERMS AND CONDITIONS OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT AND (B) THE PAYMENT TERMS AND CONDITIONS OF CERTAIN HOST COMMUNITY BENEFIT AGREEMENTS TO BE ENTERED INTO BETWEEN COUNTIES OF WARREN AND WASHINGTON CIVIC DEVELOPMENT CORPORATION AND CHPE LLC IN CONNECTION WITH THE CHPE LLC PROJECT.

BE IT ENACTED by the Board of Education of the Whitehall Central School District, New York (the "Board of Education"), as follows:

WHEREAS, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (the "Enabling Act") and Chapter 862 of the 1971 Laws of New York, as amended, constituting Section 890-c of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), the Board of Supervisors of Warren County and the Board of Supervisors of Washington County have heretofore appointed the Chairman and members of Counties of Warren and Washington Industrial Development Agency (the "Agency") and have duly caused to be filed in the office of the Secretary of State of the State of New York the certificates required by Section 856 of the Act; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, CHPE LLC, a New York State limited liability company (the "Company"), has submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of Company, said Project consisting of the following: (A)(1) the acquisition of an interest in the Company's interest in certain upland parcels of land and in the Company's interim permit and easement issued or to be issued by the New York State Office of General Services ("OGS") in relation to submerged State-owned land, such upland and submerged lands located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York (collectively, the "Land"), (2) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt ("MW") high-voltage direct current ("HVDC") electric transmission line and related infrastructure (collectively, the "Improvements") and (3) the acquisition and installation thereon and therein of certain related machinery and equipment, including but not limited to, two (2) five-inch diameter HVDC

transmission cables (collectively, the "Equipment") (the Land, the Improvements and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be used and operated by the Company as a portion of an electric power transmission line from the U.S.-Canada border to New York City; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in connection with the undertaking of the Project, the Company will execute and deliver (A) a certain payment in lieu of tax agreement (the "PILOT Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, and (B) certain host community benefit agreements (collectively, the "Host Community Benefit Agreements," and, individually, a "Host Community Benefit Agreement") by and between the Counties of Warren and Washington Civic Development Corporation (the "CDC") and the Company, pursuant to which the Company will agree to pay certain host community benefit payments to the CDC pursuant to each Host Community Benefit Agreement for the benefit of (1) the Whitehall Central School District (the "School District") and the other school districts located in the Towns (as hereinafter defined), (2) Washington County, (3) the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward (collectively, the "Towns"), and (4) the Villages of Whitehall, Fort Ann and Fort Edward; and

WHEREAS, the Agency desires that the Whitehall Central School District, through its Board of Education, as one of the affected tax jurisdictions with respect to the Project Facility, adopt a resolution indicating whether the Board of Education agrees to the terms of the (A) proposed PILOT Agreement, and (B) the proposed Host Community Benefit Agreements;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education, as follows:

Section 1. For the purpose of satisfying the requirements contained in the Agency's Uniform Tax Exemption Policy (the "UTEP Policy") and the Act, the Board of Education hereby (1) acknowledges notification of any deviation from the Agency's UTEP Policy, (2) waives any formal notice from the Agency of any deviation from the Agency's UTEP Policy, (3) approves the payment schedule described in Schedule A, which schedule will be contained in the PILOT Agreement, and (4) approves the payment schedule described in Schedule A, which schedule will be contained in the Host Community Benefit Agreements.

Section 2. The President of the School Board is hereby authorized, on behalf of the Whitehall Central School District, to execute and deliver a consent to the PILOT Agreement for the purpose of evidencing its approval to the proposed payment terms of the PILOT Agreement, said PILOT Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and insertions as the President of the School Board shall approve, the execution thereof by the President of the School Board to constitute conclusive evidence of such approval.

Section 3. The President of the School Board is hereby further authorized, on behalf of the Whitehall Central School District, to execute and deliver a consent to the Host Community Benefit Agreement relating to the School District for the purpose of evidencing its approval to the proposed payment terms of the Host Community Benefit Agreement, said Host Community Benefit Agreement to contain the terms described in Schedule A attached, with such changes, variations, omissions and

insertions as the President of the School Board shall approve, the execution thereof by the President of the School Board to constitute conclusive evidence of such approval.

Section 4. The officers, employees and agents of the Whitehall Central School District are hereby authorized and directed for and in the name and on behalf of the Whitehall Central School District to do all acts and things required or provided for by the applicable provisions of this Resolution in order to ensure compliance with such provisions as they relate to the execution and delivery of the PILOT Agreement and the Host Community Benefit Agreement, and to execute and deliver all such additional certificates, instruments and documents, and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution.

Section 5. This resolution shall take effect immediately.

The resolution was duly seconded by Frank Barber and the resolution was duly adopted by a vote on roll call.

STATE OF NEW YORK)
) ss.:
COUNTY OF WASHINGTON)

I, the undersigned (Deputy) Clerk of the Board of Education of the Whitehall Central School District, DO HEREBY CERTIFY that the preceding Resolution was duly adopted by the Board of Education of the Whitehall Central School District at a regular meeting of the said Board of Education of the Whitehall Central School District duly called and held on July 19, 2021; that said Resolution was entered in the minutes of said meeting; and that I have compared the foregoing copy with the original thereof now on file in my office and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I FURTHER CERTIFY that (A) all members of said Board of Education of the Whitehall Central School District had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Board of Education of the Whitehall Central School District present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Whitehall Central School District, New York this 21st day of July, 2021.

BY: Heather Maccambe
Clerk of the Board of Education of the Whitehall
Central School District, New York

SCHEDULE A

PILOT AGREEMENT AND HOST COMMUNITY BENEFIT AGREEMENT PAYMENT TERMS

- SEE ATTACHED -

CHAMPLAIN HUDSON POWER EXPRESS						
WHITEHALL SCHOOL DISTRICT						
YEAR	TOTAL TAX	ANNUAL PAYMENT	PILOT	SDBP		
Initial Year of Ops	\$ 730,048	\$ 511,034	\$ 255,517	\$ 255,517		
2	\$ 740,634	\$ 518,444	\$ 259,222	\$ 259,222		
3	\$ 751,373	\$ 525,961	\$ 262,981	\$ 262,981		
4	\$ 762,268	\$ 533,588	\$ 266,794	\$ 266,794		
5	\$ 836,155	\$ 585,309	\$ 292,654	\$ 292,654		
6	\$ 852,197	\$ 596,538	\$ 298,269	\$ 298,269		
7	\$ 864,554	\$ 605,188	\$ 302,594	\$ 302,594		
8	\$ 877,090	\$ 613,963	\$ 306,981	\$ 306,981		
9	\$ 956,367	\$ 669,457	\$ 334,728	\$ 334,728		
10	\$ 970,234	\$ 679,164	\$ 339,582	\$ 339,582		
11	\$ 988,512	\$ 691,958	\$ 345,979	\$ 345,979		
12	\$ 1,002,845	\$ 701,991	\$ 350,996	\$ 350,996		
13	\$ 1,087,890	\$ 761,523	\$ 380,762	\$ 380,762		
14	\$ 1,103,665	\$ 772,565	\$ 386,283	\$ 386,283		
15	\$ 1,119,668	\$ 783,768	\$ 391,884	\$ 391,884		
16	\$ 1,140,427	\$ 798,299	\$ 399,149	\$ 399,149		
17	\$ 1,231,646	\$ 862,152	\$ 431,076	\$ 431,076		
18	\$ 1,249,505	\$ 874,653	\$ 437,327	\$ 437,327		
19	\$ 1,267,623	\$ 887,336	\$ 443,668	\$ 443,668		
20	\$ 1,286,004	\$ 900,202	\$ 450,101	\$ 450,101		
21	\$ 1,393,483	\$ 975,438	\$ 487,719	\$ 487,719		
22	\$ 1,413,688	\$ 989,582	\$ 494,791	\$ 494,791		
23	\$ 1,434,187	\$ 1,003,931	\$ 501,965	\$ 501,965		
24	\$ 1,465,133	\$ 1,025,593	\$ 512,797	\$ 512,797		
25	\$ 1,570,177	\$ 1,099,124	\$ 549,562	\$ 549,562		
26	\$ 1,592,945	\$ 1,115,061	\$ 557,531	\$ 557,531		
27	\$ 1,626,642	\$ 1,138,649	\$ 569,325	\$ 569,325		
28	\$ 1,660,981	\$ 1,162,686	\$ 581,343	\$ 581,343		
29	\$ 1,784,740	\$ 1,249,318	\$ 624,659	\$ 624,659		
30	\$ 1,816,152	\$ 1,271,307	\$ 635,653	\$ 635,653		

Total		\$ 35,576,831		\$ 24,903,782		\$ 12,451,891		\$ 12,451,891
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SUPPLEMENTAL PILOT PAYMENT APPROVAL

PILOT CALCULATIONS BY TAKING JURISDICTION																
Year	Washington County	Town of Putnam	Town of Dresden	Town of Whitehall	Town of Fort Ann	Town of Hartford	Town of Kingsbury	Town of Edward	Village of Whitehall	Village of Fort Ann	Village of Fort Edward	Putnam CSD	Whitehall CSD	Fort Ann CSD	Hudson Falls CSD	Port Edward CSD
1	\$567,548	\$80,939	\$99,929	\$126,700	\$58,615	\$4,707	\$88,995	\$39,452	\$226,294	\$5,998	\$56,258	\$42,747	\$99,292	\$72,443	\$176,432	\$100,111
2	\$573,569	\$82,107	\$100,870	\$139,682	\$59,845	\$4,775	\$89,995	\$39,922	\$230,312	\$6,035	\$57,218	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
3	\$589,915	\$83,297	\$102,239	\$140,993	\$59,799	\$4,844	\$90,995	\$40,401	\$234,338	\$6,179	\$57,072	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
4	\$592,582	\$84,508	\$103,817	\$142,733	\$60,605	\$4,913	\$92,000	\$40,858	\$238,364	\$6,322	\$56,926	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
5	\$609,995	\$87,728	\$105,914	\$146,515	\$64,989	\$5,393	\$96,931	\$45,868	\$246,669	\$6,671	\$57,252	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
6	\$661,992	\$94,439	\$116,016	\$159,906	\$69,727	\$5,872	\$99,948	\$48,817	\$271,794	\$6,998	\$57,680	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
7	\$671,991	\$99,205	\$119,405	\$164,185	\$69,709	\$6,352	\$102,966	\$49,438	\$275,796	\$7,100	\$58,086	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
8	\$681,229	\$97,194	\$119,405	\$164,185	\$69,709	\$6,352	\$102,966	\$49,438	\$275,796	\$7,100	\$58,086	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
9	\$703,139	\$106,011	\$123,125	\$170,698	\$71,131	\$6,755	\$107,974	\$51,543	\$287,814	\$7,856	\$59,447	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
10	\$729,515	\$107,548	\$123,125	\$170,698	\$71,131	\$6,755	\$107,974	\$51,543	\$287,814	\$7,856	\$59,447	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
11	\$767,510	\$109,502	\$123,125	\$170,698	\$71,131	\$6,755	\$107,974	\$51,543	\$287,814	\$7,856	\$59,447	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
12	\$776,740	\$111,000	\$123,125	\$170,698	\$71,131	\$6,755	\$107,974	\$51,543	\$287,814	\$7,856	\$59,447	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
13	\$849,941	\$120,948	\$123,125	\$170,698	\$71,131	\$6,755	\$107,974	\$51,543	\$287,814	\$7,856	\$59,447	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
14	\$857,254	\$122,295	\$123,125	\$170,698	\$71,131	\$6,755	\$107,974	\$51,543	\$287,814	\$7,856	\$59,447	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
15	\$869,725	\$124,669	\$123,125	\$170,698	\$71,131	\$6,755	\$107,974	\$51,543	\$287,814	\$7,856	\$59,447	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
16	\$889,306	\$126,292	\$123,125	\$170,698	\$71,131	\$6,755	\$107,974	\$51,543	\$287,814	\$7,856	\$59,447	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
17	\$956,412	\$138,435	\$123,125	\$170,698	\$71,131	\$6,755	\$107,974	\$51,543	\$287,814	\$7,856	\$59,447	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
18	\$970,280	\$139,414	\$123,125	\$170,698	\$71,131	\$6,755	\$107,974	\$51,543	\$287,814	\$7,856	\$59,447	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
19	\$984,349	\$140,421	\$123,125	\$170,698	\$71,131	\$6,755	\$107,974	\$51,543	\$287,814	\$7,856	\$59,447	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
20	\$990,622	\$142,457	\$123,125	\$170,698	\$71,131	\$6,755	\$107,974	\$51,543	\$287,814	\$7,856	\$59,447	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
21	\$1,081,208	\$194,238	\$123,125	\$170,698	\$71,131	\$6,755	\$107,974	\$51,543	\$287,814	\$7,856	\$59,447	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
22	\$1,096,885	\$196,474	\$123,125	\$170,698	\$71,131	\$6,755	\$107,974	\$51,543	\$287,814	\$7,856	\$59,447	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
23	\$1,112,790	\$198,743	\$123,125	\$170,698	\$71,131	\$6,755	\$107,974	\$51,543	\$287,814	\$7,856	\$59,447	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
24	\$1,135,590	\$199,995	\$123,125	\$170,698	\$71,131	\$6,755	\$107,974	\$51,543	\$287,814	\$7,856	\$59,447	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
25	\$1,217,688	\$179,672	\$123,125	\$170,698	\$71,131	\$6,755	\$107,974	\$51,543	\$287,814	\$7,856	\$59,447	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
26	\$1,255,091	\$179,180	\$123,125	\$170,698	\$71,131	\$6,755	\$107,974	\$51,543	\$287,814	\$7,856	\$59,447	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
27	\$1,259,959	\$179,737	\$123,125	\$170,698	\$71,131	\$6,755	\$107,974	\$51,543	\$287,814	\$7,856	\$59,447	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
28	\$1,285,285	\$189,851	\$123,125	\$170,698	\$71,131	\$6,755	\$107,974	\$51,543	\$287,814	\$7,856	\$59,447	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
29	\$1,403,991	\$209,246	\$123,125	\$170,698	\$71,131	\$6,755	\$107,974	\$51,543	\$287,814	\$7,856	\$59,447	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
30	\$1,403,991	\$209,246	\$123,125	\$170,698	\$71,131	\$6,755	\$107,974	\$51,543	\$287,814	\$7,856	\$59,447	\$39,947	\$99,444	\$75,960	\$179,950	\$101,583
	\$27,603,132	\$3,997,878	\$4,857,512	\$6,650,956	\$2,884,002	\$729,022	\$4,189,095	\$1,914,603	\$11,893,029	\$291,804	\$53,224,432	\$4,025,917	\$10,630,966	\$10,872,491	\$8,385,986	\$4,870,746

CONSENT BY AFFECTED TAX JURISDICTIONS

The amount of PILOT Payments and the allocation of such payments among the affected tax jurisdictions described in this Table are hereby approved and consented to.

WHITEHALL CENTRAL SCHOOL DISTRICT

By: 
 Authorized Officer

IN WITNESS WHEREOF, the undersigned has set forth their hand as of the ____ day of _____, 20__.

_CHPE LLC _____

BY: _____
Authorized Representative

Sworn to before me this ____ day
of _____, 20__.

Notary Public

SCHEDULE A
NOTICE OF PUBLIC HEARING

- See Attached -

NOTICE OF PUBLIC HEARING
ON PROPOSED PROJECT
AND FINANCIAL ASSISTANCE
RELATING THERETO

SUPPLEMENTAL HEARING

Notice is hereby given by the Counties of Warren and Washington Industrial Development Agency (the "Agency") that a public hearing (the "Public Hearing") pursuant to Section 859-a of the General Municipal Law of the State of New York will be held by the Agency on the 28th day of December, 2021 at 6:00 o'clock p.m., local time, in connection with the CHPE LLC Project, as described below. The Public Hearing will be held electronically via video conference call and in person. Members of the public may attend the Public Hearing by viewing or attending in person at the Washington County Municipal Building located at 383 Broadway in the Town of Fort Edward, New York and comment on the Project and the benefits to be granted to CHPE LLC, a New York State limited liability company (the "Company") by the Agency during the Public Hearing by joining the Zoom meeting or calling in:

Join Zoom Meeting

<https://us02web.zoom.us/j/89908741859?pwd=UUxLVURmV0Z1VUIRbmRKVHI4TUdJUT09>

Meeting ID: 899 0874 1859

Passcode: 152794

One tap mobile

+16465588656,,89908741859#,,,,*152794# US (New York)

Dial by your location

+1 646 558 8656 US (New York)

Meeting ID: 899 0874 1859

Passcode: 152794

Find your local number: <https://us02web.zoom.us/j/89908741859>

On July 8, 2021, the Agency conducted a public hearing for the benefit of the Company with respect to a project (the "Project") outlined in an application (the "Application") submitted to the Agency, a copy of which Application is on file at the office of the Agency, said Project consisting of the following: (A)(1) the acquisition of an interest in the Company's interest in certain upland parcels of land and in the Company's interim permit and easement issued or to be issued by the New York State Office of General Services ("OGS") in relation to submerged State-owned land, such upland and submerged lands located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York (collectively, the "Land"), (2) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt ("MW") high-voltage direct current ("HVDC") electric transmission line and related infrastructure (collectively, the "Improvements") and (3) the acquisition and installation thereon and therein of certain related machinery and equipment, including but not limited to, two (2) five-inch diameter HVDC transmission cables (collectively, the "Equipment") (the Land, the Improvements and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be used and operated by the Company as a portion of an electric power transmission line from the U.S.-Canada border to New York City; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the "Financial Assistance"); and (C) the lease of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency.

Subsequently, the Agency received additional information from the Company relating to the Project (the "Additional Information"), which describes revised Project costs resulting in the need for the Agency, pursuant to Section 859-a of the Act, to hold a supplemental public hearing with respect to the Project and the amount of the Financial Assistance.

The Agency is considering whether (A) to undertake the Project, and (B) to provide certain exemptions from taxation with respect to the Project, including (1) exemption from mortgage recording taxes with respect to any documents, if any, recorded by the Agency with respect to the Project in the office of the County Clerk of Washington County, New York or elsewhere, (2) exemption from transfer taxes on any real estate transfers, if any, with respect to the Project, (3) exemption from sales taxes relating to the acquisition, construction, equipping and installation of the Project Facility, and (4) in the event that the Project Facility would be subject to real property taxation if owned by the Company but shall be deemed exempt from real property taxation due to the involvement of the Agency therewith, exemption from real property taxes (but not including special assessments and special ad valorem levies), if any, with respect to the Project Facility, subject to the obligation of the Company to make payments in lieu of taxes with respect to the Project Facility. If any portion of the Financial Assistance to be granted by the Agency with respect to the Project is not consistent with the Agency's uniform tax exemption policy, the Agency will follow the procedures for deviation from such policy set forth in Section 874(4) of the Act prior to granting such portion of the Financial Assistance.

If the Agency determines to proceed with the Project, the Project Facility will be acquired, constructed, equipped and installed by the Agency and will be leased by the Agency to the Company or its designee pursuant to a lease agreement requiring the Company or its designee to make certain payments to the Agency (the "Lease Agreement") and consistent with a project agreement (the "Project Agreement") regarding the terms of the granting by the Agency of the Financial Assistance to the Company.

The Agency has made a determination pursuant to Article 8 of the Environmental Conservation Law (the "SEQR Act") that the Project constitutes a "Type II" action within the meaning of the SEQR Act.

The Agency will at said time and place hear all persons with views on either the location and nature of the proposed Project, or the Financial Assistance being contemplated by the Agency in connection with the proposed Project. A copy of the Application filed by the Company with the Agency with respect to the Project, including an analysis of the costs and benefits of the Project, is available for public inspection during business hours at the offices of the Agency. A transcript or summary report of the hearing will be made available to the members of the Agency.

Additional information can be obtained from, and written comments may be addressed to: Dave O'Brien, Chairman, Counties of Warren and Washington Industrial Development Agency, 5 Warren Street, Suite 210, Glens Falls, New York 12801; Telephone: 518-792-1312 and electronically at info@warren-washingtonida.com.

Dated: December 14, 2021.

COUNTIES OF WARREN AND WASHINGTON
INDUSTRIAL DEVELOPMENT AGENCY

BY: /s/ David O'Brien
Chairman

SCHEDULE B

[TO BE COMPLETED AT THE TIME OF FILING]

SCHEDULE D
COPY OF APPLICATION

Counties of Warren and Washington Industrial Development Agency
5 Warren St. Suite 210, Glens Falls, NY 12801 Tel: (518) 792-1312
Email: aweaver@warren-washingtonida.com

Please answer all questions. Use "None" or "Not Applicable" where necessary. Return one signed original (with all 19 pages) plus three (3) copies to our Agency with the application fee of \$1,500.00. (A credit of \$750.00 will be applied to closing costs.)

A) Applicant Information-company receiving benefit:

Applicant Name CHPE LLC, or its designee

Applicant Address: 600 Broadway, Albany, NY 12207

Phone: (518) 465-0710 Fax: _____

Website: chpexpress.com E-mail: josh.bagnato@transmissiondevelopers.com

Federal ID#: 84-5075255

Will a Real Estate Holding Company be utilized to own the Project property/facility? Yes or No

What is the name of the Real Estate Holding Company: N/A

Federal ID#: N/A

State and Year of Incorporation/Organization: N/A

List of stockholders, members, or partners of Real Estate Holding Company: N/A

B) Company Contact for this Application:

Name: Josh Bagnato

Title: Vice President, Development

Address: 600 Broadway, Albany, NY 12207

Phone: (802) 477-3830 Fax: _____

E-Mail: josh.bagnato@transmissiondevelopers.com

C) Company Counsel:

Name of Attorney: Peter Swartz

Firm Name: Swartz Moses PLLC

Address: 1583 East Genesee Street, Skaneateles, NY 13152

Phone: (315) 554-8166 Fax: _____

E-mail: phs@swartzmoses.com

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D) Identify the assistance being requested of the Agency (select all that apply):

- 1. Exemption from Sales Tax Yes or No
- 2. Exemption from Mortgage Tax Yes or No
- 3. Exemption from Real Property Tax Yes or No
- 4. Tax Exempt Financing * Yes or No

* (typically for not-for-profits & small qualified manufacturers)

E) Business Organization (check appropriate category):

- Corporation Partnership
- Public Corporation Joint Venture
- Sole Proprietorship Limited Liability Company

Other (please specify) _____

Year Established: 2020

State in which Organization is established: New York

F) List all stockholders, members, or partners with % of ownership greater than 20%:

<u>Name</u>	<u>% of ownership</u>
<u>TDI-USA Holdings, LLC</u>	<u>100%</u>
<u>See Project Supplement for more detail</u>	

G) Applicant Business Description:

Describe in detail company background, products, customers, goods and services. Description is critical in determining eligibility: CHPE LLC develops unique energy transmission projects in an environmentally responsible manner. We use proven high-voltage direct current ("HVDC") cable technology to link trapped generation resources such as wind, hydro and other renewables with markets that are experiencing acute power shortages. Our approach to HVDC avoids the visual impacts of overhead transmission. We install our projects either underwater or underground. These buried lines increase the electric grid's safety and reliability, while providing hardened infrastructure that is less susceptible to damage from natural disasters.

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Estimated % of sales within County/City/Town/Village: _____ 0%

Estimated % of sales outside County/City/Town/Village. but within New York State: _____ 100%

Estimated % of sales outside New York State but within the U.S.: _____ 0%

Estimated % of sales outside the U.S. _____ 0%

(*Percentage to equal 100%)

H) What percentage of your total annual supplies, raw materials and vendor services are purchased from firms in County/City/Town/Village. Include list of vendors, raw material suppliers and percentages for each.

_____ *See Project Supplement



A) Project Location:

1. Street Address: _____ N/A (See Project Supplement)
2. City/Town where located: _____ Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury, Fort Edward
3. Village where located: _____ Whitehall, Fort Ann, Fort Edward
4. School District where located: _____ Putnam, Whitehall, Fort Ann, Hudson Falls, Fort Edward
5. Fire District where located: _____ Multiple
6. County where located (Circle One): Warren Washington
7. Tax Parcel Map # for Property where proposed Project will be located: _____ N/A - Multiple parcels

Will the completion of the Project result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state OR in the abandonment of one or more plants or facilities of the project occupant located within the state?

Yes No

If the Proposed Project is located in a different Municipality than the Municipality in which current operations are being undertaken, is it expected that any of the facilities in any other Municipality will be closed or be subject to reduced activity?

Yes No

If Yes, you will need to complete Section II (Q) and Section IV of this Application.

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What are the current real estate/school taxes on the proposed Project Site? \$ N/A

If amount of current taxes is not available, provide assessed value for each:

Land: \$ N/A Buildings(s): \$ N/A

➤ *If available please include a copy of current tax bill.*

Are Real Property Taxes current? Yes or No. If no, please explain N/A

Does the Applicant or any related entity currently hold fee title to the Project site? Yes or No

If No, indicate name of present owner of the Project Site: See Project Supplement

Does Applicant or related entity have an option/contract to purchase the Project site? Yes or No

Describe the present use of the proposed Project site: Transportation right-of-ways; Railroad tracks; State/County
Town/City streets

B) Please provide narrative of project and the purpose of the project (new build, renovations, and/or equipment purchases). Identify specific uses occurring within the project. Describe any and all tenants and any/all end users: (This information is critical in determining project eligibility): The Champlain Hudson Power Express ("CHPE") is a proposed ~335-mile, fully buried high voltage direct current ("HVDC") electric power transmission line sized up to 1,250MW and designed to help New York State meet its green energy goals. The project will play a key role in the state's energy transformation, lowering greenhouse gas emissions, creating jobs, and generating billions of dollars in new investment in New York's economy while delivering low-cost renewable energy to New York State. Please see Project Supplement for more detail.

Describe the reasons why the Agency's Financial Assistance is necessary, and the effect the Project will have on the Applicant's business or operations. Focus on competitiveness issues, project shortfalls, etc... Your eligibility determination will be based in part on your answer (attach additional pages if necessary): _____

*See Project Supplement

Please confirm by checking the box, below, if there is likelihood that the Project would not be undertaken but for the Financial Assistance provided by the Agency?

Yes No

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If the Project could be undertaken without Financial Assistance provided by the Agency, then provide a statement in the space provided below indicating why the Project should be undertaken by the Agency: _____

If the Applicant is unable to obtain Financial Assistance for the Project, what will be the impact on the Applicant and County/City/Town/Village? _____ *See Project Supplement

C) Will Project include leasing any equipment? Yes No

If Yes, please describe: Equipment-leasing for construction TBD

D) Site Characteristics:

Will the Project meet zoning/land use requirements at the proposed location? Yes or No

Describe the present zoning/land use: Transportation

Describe required zoning/land use, if different: N/A

If a change in zoning/land use is required, please provide details/status of any request for change of zoning/land use requirements: N/A

Is the proposed project located on a site where the known or potential presence of contaminants is complicating the development/use of the property? If yes, please explain: N/A

E) Has a Phase I Environmental Assessment been prepared or will one be prepared with respect to the proposed project site? Yes No **If yes, please provide a copy.**

F) Have any other studies or assessments been undertaken with respect to the proposed project site that indicate the known or suspected presence of contamination that would complicate the site's development?

Yes No **If yes, please provide copies of the study**

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G) Provide any additional information or details: The Project is permitted under New York Public Service Law Article VII.

H) Select Project Type for all end users at project site (you may check more than one):

Please check any and all end users as identified below.

Will customers personally visit the Project site for either of the following economic activities? If yes with respect to either economic activity indicated below, complete the Retail Questionnaire contained in Section IV of the Application.

Retail Sales: Yes No

Services: Yes No

For purposes of this question, the term "retail sales" means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personally visit the Project.

- | | | | |
|----------------------------------|-------------------------------------|---------------------------------|-------------------------------------|
| Industrial | <input checked="" type="checkbox"/> | Back Office | <input type="checkbox"/> |
| Acquisition of Existing Facility | <input type="checkbox"/> | Retail | <input type="checkbox"/> |
| Housing | <input type="checkbox"/> | Mixed Use | <input type="checkbox"/> |
| Equipment Purchase | <input type="checkbox"/> | Facility for Aging | <input type="checkbox"/> |
| Multi-Tenant | <input type="checkbox"/> | Civic Facility (not for profit) | <input type="checkbox"/> |
| Commercial | <input type="checkbox"/> | Other <u>Transmission Line</u> | <input checked="" type="checkbox"/> |

I) Project Information:

Estimated costs in connection with Project: *See Project Supplement

1. Land and/or Building Acquisition: \$ _____
 _____ acres _____ square feet
2. New Building Construction: _____ square feet \$ _____
3. New Building Addition(s): _____ square feet \$ _____
4. Infrastructure Work \$ 285,000,000
5. Reconstruction/Renovation: _____ square feet \$ _____
6. Manufacturing Equipment: \$ _____
7. Non-Manufacturing Equipment (furniture, fixtures, etc.): \$ _____
8. Soft Costs: (professional services, etc.): \$ _____
9. Other, Specify: _____ \$ _____

TOTAL Capital Costs: \$ 285,000,000

Project refinancing; estimated amount
(for refinancing of existing debt only) \$ _____

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Sources of Funds for Project Costs:

*See Project Supplement

Bank Financing: \$ TBD

Equity (excluding equity that is attributed to grants/tax credits) \$ TBD

Tax Exempt Bond Issuance (if applicable) \$ N/A

Taxable Bond Issuance (if applicable) \$ N/A

Public Sources (Include sum total of all state and federal grants and tax credits) \$ 0

Identify each state and federal grant/credit:

N/A \$ N/A

_____ \$ _____

_____ \$ _____

Total Sources of Funds for Project Costs: \$ *See Project Supplement

Have any of the above costs been paid or incurred as of the date of this Application? Yes No

If Yes, describe particulars: The Company has pursued development of the project for over 10 years and has spent millions of dollars on design, environmental review, and permitting efforts.

Mortgage Recording Tax Exemption Benefit: Amount of mortgage that would be subject to mortgage recording tax:

*See Project Supplement

Mortgage Amount (include sum total of construction/permanent/bridge financing): \$ TBD

Estimated Mortgage Recording Tax Exemption Benefit (product of mortgage Amount as indicated above multiplied by __%): \$ TBD

Construction Cost Breakdown:

Total Cost of Construction \$ TBD (sum of 2,3,4,5, and/or 7 in Question I, above)

*See Project Supplement

Cost for materials: \$ TBD

% sourced in County/City/Town/Village: TBD %

% sourced in State TBD % (including County/City/Town/Village)

Cost for labor: \$ TBD

Estimated number of construction jobs for your project: TBD

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Sales and Use Tax: Gross amount of costs for goods and services that are subject to State and local Sales and Use tax - said amount to benefit from the Agency's Sales and Use Tax exemption benefit:

\$ TBD

Estimated State and local Sales and Use Tax Benefit (product of ____% multiplied by the figure, above):

\$ TBD

*** Note that the estimate provided above will be provided to the New York State Department of Taxation and Finance. The Applicant acknowledges that the transaction documents may include a covenant by the Applicant to undertake the total amount of investment as proposed within this Application, and that the estimate, above, represents the maximum amount of sales and use tax benefit that the Agency may authorize with respect to this Application. The Agency may utilize the estimate, above, as well as the proposed total Project Costs as contained within this Application, to determine the Financial Assistance that will be offered.*

Real Property Tax Benefit:

Identify and describe if the Project will utilize a real property tax exemption benefit OTHER THAN the Agency's PILOT benefit: TBD; PILOT payment terms have not yet been determined.

IDA PILOT Benefit: Agency staff will indicate the amount of PILOT Benefit based on estimated Project Costs as contained herein and anticipated tax rates and assessed valuation, including the annual PILOT Benefit abatement amount for each year of the PILOT benefit year and the sum total of PILOT Benefit abatement amount for the term of the PILOT as depicted in Section V of the Application.

Percentage of Project Costs financed from Public Sector sources: Agency staff will calculate the percentage of Project Costs financed from Public Sector sources based upon Sources of Funds for Project Costs as depicted above in Section II(I) of the Application.

J) For the proposed facility, please indicate the square footage for each of the uses outlined below: If company is paying for FFE (furniture, fixtures, equipment) for tenants, please include in cost breakdown

	Square Footage	Cost	% of Total Cost of Project
Manufacturing/Processing	N/A		
Warehouse	N/A		
Research & Development	N/A		
Commercial	N/A		
Retail (see section K)	N/A		
Office	N/A		

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Specify Other	N/A		
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K) What is your project timetable (Provide dates):

1. Start date: acquisition of equipment or construction of facilities: September 30, 2021
2. Estimated completion date of project: December 31, 2025
3. Project occupancy – estimated starting date of operations: January 1, 2026
4. Have construction contracts been signed? Yes No
5. Has Financing been finalized? Yes No

If construction contracts have been signed, please provide copies of executed construction contracts and a complete project budget. The complete project budget should include all related construction costs totaling the amount of the new building construction, and/or new building addition(s), and/or renovation.

L) Have site plans been submitted to the appropriate planning department?

Yes No *See Project Supplement

If yes, please provide the Agency with a copy of the related State Environmental Quality Review Act (“SEQR”) Environmental Assessment Form that may have been required to be submitted along with the site plan application to the appropriate planning department. Please provide the Agency with the status with respect to any required planning department approval: _____

Has the Project received site plan approval from the planning department? Yes No.
 *See Project Supplement

If Yes, please provide the Agency with a copy of the planning department approval along with the related SEQR determination.

M) Is the project necessary to expand project employment: Yes No

Is project necessary to retain existing employment: Yes No

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O) Employment Plan (Specific to the proposed project location):

	Current # of jobs at proposed project location or to be relocated at project location	IF FINANCIAL ASSISTANCE IS GRANTED – project the number of FTE and PTE jobs to be RETAINED	IF FINANCIAL ASSISTANCE IS GRANTED – project the number of FTE and PTE jobs to be CREATED upon TWO Years after Project completion	Estimate number of residents of the Labor Market Area in which the Project is located that will fill the FTE and PTE jobs to be created upon TWO Years after Project Completion **
Full time (FTE)				
Part Time (PTE)		*See Project Supplement		
Total ***				

** For purposes of this question, please estimate the number of FTE and PTE jobs that will be filled, as indicated in the third column, by residents of the Labor Market Area, in the fourth column. The Labor Market Area includes the Counties of Warren and Washington as well as the following Areas: Counties of Saratoga, Essex and Hamilton.

*** By statute, Agency staff must project the number of FTE jobs that would be retained and created if the request for Financial Assistance is granted. Agency staff will project such jobs over the TWO-Year time period following Project completion. Agency staff converts PTE jobs into FTE jobs by dividing the number of PTE jobs by two (2).

Salary and Fringe Benefits for Jobs to be Retained and Created:

Category of Jobs to be Retained and Created	Average Salary or Range of Salary	Average Fringe Benefits or Range of Fringe Benefits
Management		
Professional		
Administrative	*See Project Supplement	
Production		
Independent Contractor		
Other		

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Employment at other locations in County/City/Town/Village: (provide address and number of employees at each location): *

	Address	Address	Address
Full time			
Part Time		*See Project Supplement	
Total			

P) Will any of the facilities described above be closed or subject to reduced activity? Yes No

*** If any of the facilities described above are located within the State of New York, and you answered Yes to the question above, you must complete Section IV of this Application.*

*** Please note that the Agency may utilize the foregoing employment projections, among other items, to determine the Financial Assistance that will be offered by the Agency to the Applicant. The Applicant acknowledges that the transaction documents may include a covenant by the Applicant to retain the number of jobs and create the number of jobs with respect to the Project as set forth in this Application.*

Q) Is the project reasonably necessary to prevent the project occupant from moving out of New York State? Yes No.

If yes, please explain and identify out-of-state locations investigated, type of assistance offered and provide supporting documentation if available: _____

R) What competitive factors led you to inquire about sites outside of New York State? N/A

S) Have you contacted or been contacted by other Local, State and/or Federal Economic Development Agencies? Yes No.

If yes, please identify which agencies and what other Local, State and/or Federal assistance and the assistance sought and dollar amount that is anticipated to be received: The Project passes through 15
different counties (see Project Map in Exhibit 1 of Project Supplement). In addition to WWIDA, we've reached out to 10
other agencies along the Project route with similar PILOT proposals.

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To ensure compliance with Section 862 of the New York General Municipal Law, the Agency requires additional information if the proposed Project is one where customers personally visit the Project site to undertake either a retail sale transaction or to purchase services.

Please answer the following:

- A. Will any portion of the project (including that portion of the cost to be financed from equity or other sources) consist of facilities or property that are or will be primarily used in making sales of goods or services to customers who personally visit the project site?

Yes No. If the answer is yes, please continue. If no, proceed to section V

For purposes of Question A, the term "retail sales" means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personally visit the Project.

- B. What percentage of the cost of the Project will be expended on such facilities or property primarily used in making sales of goods or services to customers who personally visit the project? _____ %.
- If the answer is less than 33% do not complete the remainder of the retail determination and proceed to section V.**

If the answer to A is Yes AND the answer to Question B is greater than 33.33%, indicate which of the following questions below apply to the project:

1. Will the project be operated by a not-for-profit corporation Yes No.
2. Is the Project location or facility likely to attract a significant number of visitors from outside the economic development region (list specific County or ED region) in which the project will be located?

Yes No

If yes, please provide a third party market analysis or other documentation supporting your response.

3. Is the predominant purpose of the project to make available goods or services which would not, but for the project, be reasonably accessible to the residents of the municipality within which the proposed project would be located because of a lack of reasonably accessible retail trade facilities offering such goods or services?

Yes No

If yes, please provide a third-party market analysis or other documentation supporting your response.

4. Will the project preserve permanent, private sector jobs or increase the overall number of

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permanent, private sector jobs in the State of New York?

Yes No.

If yes, explain _____

5. Is the project located in a Highly Distressed Area? Yes No



The Agency is required by state law to make a determination that, if completion of a Project benefiting from Agency Financial Assistance results in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, Agency Financial Assistance is required to prevent the project occupant from relocating out of the state, or is reasonably necessary to preserve the project occupant's competitive position in its respective industry.

Will the Project result in the removal of an industrial or manufacturing plant of the Project occupant from one area of the state to another area of the state? Yes No

Will the Project result in the abandonment of one or more plants or facilities of the Project occupant located within the state? Yes No

If Yes to either question, explain how, notwithstanding the aforementioned closing or activity reduction, the Agency's Financial Assistance is required to prevent the Project from relocating out of the State, or is reasonably necessary to preserve the Project occupant's competitive position in its respective industry: ____

Does the Project involve relocation or consolidation of a project occupant from another municipality?

Within New York State Yes No

Within County/City/Town/Village Yes No

If Yes to either question, please, explain: _____

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Section V of this Application will be: (i) completed by IDA Staff based upon information contained within the Application, and (ii) provided to the Applicant for ultimate inclusion as part of this completed Application.

PILOT Estimate Table Worksheet

Dollar Value of New Construction and Renovation Costs	Estimated New Assessed Value of Property Subject to IDA*	County Tax Rate/1000	Local Tax Rate (Town/City/Village)/1000	School Tax Rate/1000

*Apply equalization rate to value

PILOT Year	% Payment	County PILOT Amount	Local PILOT Amount	School PILOT Amount	Total PILOT	Full Tax Payment w/o PILOT	Net Exemption
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
TOTAL							

Estimates provided are based on current property tax rates and assessment value (current as of date of application submission) and have been calculated by IDA's Cost Benefit Software

I, _____, have read and reviewed the above information in Section V completed by the WWIDA.

Signature

Percentage of Project Costs financed from Public Sector Table Worksheet:

Total Project Cost	Estimated Value of PILOT	Estimated Value of Sales Tax Incentive	Estimated Value of Mortgage Tax Incentive	Total of Other Public Incentives (Tax Credits, Grants, ESD Incentives, etc.)

(Est. PILOT + Est. Sales Tax+ Est. Mortgage Tax+ Other)/Total Project Costs: _____%

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**** This Section of the Application can only be completed upon the Applicant receiving, and must be completed after the Applicant receives, IDA Staff confirmation that Section I through Section V of the Application are complete.**

_____ (name of CEO or other authorized representative of Applicant)
confirms and says that he/she is the _____ (title) of
_____ (name of corporation or other entity) named in the attached
Application (the "Applicant"), that he/she has read the foregoing Application and knows the contents
thereof, and hereby represents, understands, and otherwise agrees with the Agency and as follows:

- A. Job Listings: In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA") in which the Project is located.
- B. First Consideration for Employment: In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.
- C. Annual Sales Tax Filings: In accordance with Section 874(8) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant. Copies of all filings shall be provided to the Agency.
- D. Employment Reports: The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency, at least annually or as otherwise required by the Agency, reports regarding the number of people employed at the project site, salary levels, contractor utilization and such other information (collectively, "Employment Reports") that may be required from time to time on such appropriate forms as designated by the Agency. Failure to provide Employment Reports within 30 days of an Agency request shall be an Event of Default under the PILOT Agreement between the Agency and Applicant and, if applicable, an Event of Default under the Agent Agreement between the Agency and Applicant. In addition, a Notice of Failure to provide the Agency with an Employment Report may be reported to Agency board members, said report being an agenda item subject to the Open Meetings Law.

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- E. The Applicant acknowledges that certain environmental representations will be required at closing. The Applicant shall provide with this Representation, Certification and Indemnification Form copies of any known environmental reports, including any existing Phase I Environmental Site Assessment Report(s) and/or Phase II Environmental Investigations. The Agency may require the Company and/or owner of the premises to prepare and submit an environmental assessment and audit report, including but not necessarily limited to, a Phase I Environmental Site Assessment Report and a Phase II Environmental Investigation, with respect to the Premises at the sole cost and expense of the owner and/or the Applicant. All environmental assessment and audit reports shall be completed in accordance with ASTM Standard Practice E1527-05, and shall be conformed over to the Agency so that the Agency is authorized to use and rely on the reports. The Agency, however, does not adopt, ratify, confirm or assume any representation made within reports required herein.
- F. The Applicant and/or the owner, and their successors and assigns, hereby release, defend and indemnify the Agency from any and all suits, causes of action, litigations, damages, losses, liabilities, obligations, penalties, claims, demands, judgments, costs, disbursements, fees or expenses of any kind or nature whatsoever (including, without limitation, attorneys', consultants' and experts' fees) which may at any time be imposed upon, incurred by or asserted or awarded against the Agency, resulting from or arising out of any inquiries and/or environmental assessments, investigations and audits performed on behalf of the Applicant and/or the owner pursuant hereto, including the scope, level of detail, contents or accuracy of any environmental assessment, audit, inspection or investigation report completed hereunder and/or the selection of the environmental consultant, engineer or other qualified person to perform such assessments, investigations, and audits.
- G. Hold Harmless Provision: The Applicant acknowledges and agrees that the Applicant shall be and is responsible for all costs of the Agency incurred in connection with any actions required to be taken by the Agency in furtherance of the Application including the Agency's costs of general counsel and/or the Agency's bond/transaction counsel whether or not the Application, the proposed Project it describes, the attendant negotiations, or the issue of bonds or other transaction or agreement are ultimately ever carried to successful conclusion and agrees that the Agency shall not be liable for and agrees to indemnify, defend, and hold the Agency harmless from and against any and all liability arising from or expense incurred by: (i) the Agency's examination and processing of, and action pursuant to or upon, the Application, regardless of whether or not the Application or the proposed Project described herein or the tax exemptions and other assistance requested herein are favorably acted upon by the Agency; (ii) the Agency's acquisition, construction and/or installation of the proposed Project described herein; and (iii) any further action taken by the Agency with respect to the proposed Project including, without limiting the generality of the foregoing, all causes of action and attorney's fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law and the policies of the Agency that any New York State and local sales and use tax exemption claimed by the Applicant and approved by the Agency, any mortgage recording tax exemption claimed by the Applicant and approved by the Agency, and/or any real property tax abatement claimed by the Applicant and approved by the Agency, in connection with the Project, may be subject to recapture and/or termination by the Agency under such terms and conditions as will be established by the Agency and set forth in transaction documents to be entered into by and between the Agency and the Applicant. The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of the New York State and local sales and use tax exemption

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benefit, the amount of the mortgage recording tax exemption benefit, and the amount of the real property tax abatement, if and as applicable, to the best of the Applicant's knowledge, is true, accurate and complete.

H. This obligation includes an obligation to submit an Agency Fee Payment to the Agency in accordance with the Agency Fee policy effective as of the date of this Application

I. By executing and submitting this Application, the Applicant covenants and agrees to pay the following fees to the Agency and for the Agency's general counsel and/or for the Agency's bond/transaction counsel, the same to be paid at the times indicated:

(i) An application fee of \$1,500.00 with \$750.00 credited towards future administrative fees;

(ii) Security Deposit: To ensure that the Agency's costs are reimbursed if the project does not proceed, applicant shall pay to the Agency a security deposit equal to one-half of one percent (0.5%) of the cost of the Project or \$10,000.00, whichever is greater. The maximum initial deposit is set at \$25,000.00. Payment shall be made when the Preliminary Agreement is signed.

(iii) Unless otherwise agreed to by the Agency, an Agency fee as follows:

<u>Cost of Project/Amount of Bonds:</u>	<u>Applicable Percentage:</u>
First \$10,000,000	0.75%
Next \$10,000,000	0.50%
Next \$10,000,000	0.25%
Portion over \$30,000,000	0.125%

(iv) All fees, costs and expenses incurred by the Agency for (1) legal services, including but not limited to those provided by the Agency's general counsel and/or the Agency's bond/transaction counsel, thus note that the Applicant is entitled to receive a written estimate of fees and costs of the Agency's general counsel and the Agency's bond/transaction counsel; and (2) other consultants retained by the Agency in connection with the proposed project, with all such charges to be paid by the Applicant at the closing.

J. If the Applicant fails to conclude or consummate the necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable proper or requested action, or withdraws, abandons, cancels, or neglects the Application, or if the Applicant is unable to find buyers willing to purchase the bond issue requested, or if the Applicant is unable to facilitate the sale/leaseback or lease/leaseback transaction, then, upon the presentation of an invoice, Applicant shall pay to the Agency, its agents, or assigns all actual costs incurred by the Agency in furtherance of the Application, up to that date and time, including but not necessarily limited to, fees of the Agency's general counsel and/or the Agency's bond/transaction counsel.

K. The Applicant acknowledges and agrees that all payment liabilities to the Agency and the Agency's general counsel and/or the Agency's bond and/or transaction counsel as expressed in

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Sections H and I are obligations that are not dependent on final documentation of the transaction contemplated by this Application.

- L. The cost incurred by the Agency and paid by the Applicant, the Agency's general counsel and/or bond/transaction counsel fees and the processing fees, may be considered as a cost of the Project and included in the financing of costs of the proposed Project, except as limited by the applicable provisions of the Internal Revenue Code with respect to tax-exempt bond financing.
- M. The Applicant acknowledges that the Agency is subject to New York State's Freedom of Information Law (FOIL). **Applicant understands that all Project information and records related to this application are potentially subject to disclosure under FOIL subject to limited statutory exclusions.**
- N. The Applicant acknowledges that it has been provided with a copy of the Agency's Policy for Termination of Agency Benefits and Recapture of Agency Benefits Previously Granted (the "Termination and Recapture Policy"). The Applicant covenants and agrees that it fully understands that the Termination and Recapture Policy is applicable to the Project that is the subject of this Application, and that the Agency will implement the Termination and Recapture Policy if and when it is so required to do so. The Applicant further covenants and agrees that its Project is potentially subject to termination of Agency financial assistance and/or recapture of Agency financial assistance so provided and/or previously granted.
- O. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:

§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.
- P. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
- Q. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.
- R. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.

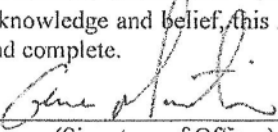
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- S. The Applicant and the individual executing this Application on behalf of Applicant acknowledge that the Agency and its counsel will rely on the representations and covenants made in this Application when acting hereon and hereby represents that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

STATE OF NEW YORK)
COUNTY OF) ss.:

GENE MARTIN, being first duly sworn, deposes and says:

1. That I am the President & CEO (Corporate Office) of CHPE LLC (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and I subscribe and affirm, under penalty of perjury that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.


(Signature of Officer)

Sworn before me on this 21st day of December, 2020


(Notary Public)

MATTHEW S. MOSES
Notary Public in the State of New York
Qualified in Chondaga Co. No. 02406020560
My Commission Expires March 2, 2023

CHPE LLC, or its designee (the "Company")
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Application for Assistance

Section I

F) List of stockholders, members, or partners with % of ownership greater than 20%: (Page 2)

CHPE LLC, a New York State entity, is 100% owned by TDI-USA Holdings LLC, a Delaware entity. TDI-USA Holdings LLC is ~87% owned by New York Clean Power Holdings LLC, which is 100% owned by the Blackstone Group; ~11% owned by Transmission Developers, Inc., a Canadian corporation; and ~2% owned by National Resources Energy LLC. New York-based Blackstone is a global leader in alternative asset management with over \$584 billion of assets under management as of September 30, 2020.

H) Percentage of total annual supplies, raw materials and vendor services purchased from firms in County/City/Town/ Village (Page 3)

Given the complex technical nature of the HVDC cables to be installed underwater and underground, there are only a few suppliers worldwide. Likewise, installation requires specific technical expertise. This means that out of necessity much of the supplies, raw materials and vendor services will need to be sourced outside of Washington County. However, it is possible that the construction contractor will source locally for more generalized labor needs (e.g., laborers, heavy equipment operators) and smaller, less specialized supplies and services. CHPE has not yet projected supply logistics at such a granular level and therefore cannot state a specific percentage to be supplied locally.

Section II

A) Project Location: (Page 3)

In Washington County, the fully-permitted project will travel ~41 miles underground through Washington County, primarily within existing road right-of-ways or Canadian Pacific Railway's right-of-way, and ~6 miles constructed underwater in Lake Champlain.

(Page 4)

Indicate name of present owner of the Project Site:

Cables in Washington County will be buried underground and installed primarily within Canadian Pacific Railway's right-of-way and State Route 22 right-of-way. To a lesser extent, cables will also be located in Lake Champlain and under state, county, town and city roads/streets.

B) Please provide narrative of project, the purpose of the project (new build, renovations, and/or equipment purchases). Identify specific uses occurring within the project. Describe any and all tenants and any/all end users (Page 4)

The project covered by this Application (the "Project") will consist of: (a)(1) the acquisition of an interest in the Company's interest in certain parcels of land as well as an interest in the Company's

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interim permit and easement issued or to be issued by the New York State Office of General Services (“*OGS*”) in relation to submerged State-owned land located in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York (collectively, the “*Land*”), (2) the acquisition of two five-inch diameter high-voltage direct current (“*HVDC*”) transmission cables (the “*Equipment*”), and (3) the construction, installation and equipping on or under the Land of a fully-buried, up to 1,250-megawatt (“*MW*”) HVDC electric transmission line and related infrastructure (the “*Improvements*”, and together with the Land and Equipment, the “*Project Facility*”), all of the foregoing for use by the Company as a portion of an electric transmission line from the U.S.-Canada border to New York City, (b) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing, including exemptions from sales and use taxes, mortgage recording taxes, and real property taxes for the Project Facility (but not including special district taxes) (collectively, the “*Financial Assistance*”); and (c) the lease of the Project Facility by the Agency back to the Company; all as contemplated by and in furtherance of the purposes of the General Municipal Law.

The Project is the Washington County portion of a fully-buried, HVDC electric transmission line from the U.S.-Canada border to New York City (the “*Transmission System*”) that will be up to 1,250-MW. The Transmission System will play a key role in New York’s energy transformation, lowering greenhouse gas emissions, creating jobs, and generating billions of dollars in new investment in New York’s economy while delivering low-cost renewable energy to New York State.

Describe the reasons why the Agency’s financial assistance is necessary, and the effect the Project will have on the Applicant’s business or operations. Focus on competitiveness issues, project shortfalls, etc.

The value proposition of CHPE to its customers is largely based on a guaranteed, predictable, price over a 30-year period. Consequently, CHPE’s annual operating costs, including its tax responsibilities, must be predictable over the 30-year term of its financing for the Project to be viable and financeable. CHPE is a merchant transmission line, and consequently, cannot rely on captive ratepayers to absorb its costs. Key considerations for the Project include:

- Need for broad-based cost certainty, including:
 - Operating expenses: Property taxes could be significant and would be uncertain, and long-term certainty is required for Project viability and financing.
 - High and increasing transmission cable costs.
 - High and unpredictable installation costs due to fluctuating labor and commodity markets, and cost risks associated with underground installation.
 - Financing costs: Project difficult to finance with uncertain operating expenses; risk of rising interest rates and future financial market uncertainty.
- Because of the high number of tax jurisdictions along the route (including in Washington County), if PILOTs are not utilized, uniformity of treatment and long-term certainty associated with the tax obligations of the Project cannot be achieved.
 - Washington County: 16 tax jurisdictions (one county, seven towns, three villages and five school districts)¹

¹ Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury, Fort Edward; Villages of Whitehall, Fort Ann and Fort Edward; School districts of Putnam, Whitehall, Fort Ann, Hudson Falls, and Fort Edward. Involved tax jurisdictions subject to change based on final construction plans.

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- Entire route: Nearly 150 tax jurisdictions (15 counties, 5 cities, 60 towns, 11 villages, and 60 school districts)
- CHPE must offer fixed, market-competitive pricing to execute commercial agreements required to finance and construct the Project.
- PILOT facilitates the Project’s viability and financing, which helps achieve NY State environmental mandates and goals.
- Project provides long-term and predictable WWIDA and tax jurisdiction benefits for the region from an “invisible” project with no use of public infrastructure or services.
- Helps provide uniformity of treatment across all affected tax jurisdictions in NY State (i.e., creates a fair, efficient, streamlined process which enables CHPE to reach agreements benefitting the multitude of tax jurisdictions). The only anticipated variability will be to account for the lower construction impacts in counties/locations where (and to the extent) the cable will be installed underwater.

(page 5)

If the Applicant is unable to obtain Financial Assistance for the Project, what will be the impact on the Applicant and County/City/Town/Village?

If CHPE is unable to obtain Financial Assistance for the Project, it is likely that New York state will encounter difficulty meeting its green energy goals. CHPE will comprise a significant portion of the renewable energy needed to meet New York state’s 70x30 green energy goal. CHPE is expected to induce creation of significant jobs and economic activity on a project-wide basis including more than 1,100 direct full-time jobs in New York State over the 4-year construction period, more than 800 long-term jobs in New York state once operational, \$0.6 billion in wages during the approximately 4-year construction period, and \$5.6 billion in wages during the first 30 years of operations on a statewide basis. The majority of workforce will be sourced with union labor. Furthermore, it is expected that CHPE will induce \$1.5 billion in higher economic output during the approximately 4-year construction period and \$14.8 billion during the first 30 years of operations on a statewide basis. Without CHPE, this statewide economic impact would not occur.

I) Project Information (Pages 6-7)

Estimated costs in connection with Project:

The Company does not have estimated costs per mile for the portion of the Transmission System to be located within each county. However, based on estimated average costs of the Transmission System, the cost of acquiring the Land and Equipment and of constructing, installing, and equipping the Improvements can be estimated to be approximately \$285 million.²

Sources of Funds for Project Costs:

The Project will be financed through a combination of private sector financing and Applicant equity. Amounts and terms of each source of financing have not yet been determined, but it may include a mortgage on the Project Facility in Washington County and on Transmission System land and improvements in other counties; a mortgage on the Transmission System converter station site located

² Figure to be revised as capital cost estimates are further refined.

CHPE LLC, or its designee (the “*Company*”)
Project Supplement to Application for Financial Assistance to
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in New York City; an assignment of contracts, such as the Transmission Services Agreement and construction contracts; an assignment of options on real estate; UCC filings; and a pledge of the equity interest in CHPE LLC held by TDI-USA Holdings, LLC.

Private sector financing will be sought for the entire Transmission System and not on a county-by-county basis. Accordingly, the total amount to be borrowed to finance the Project has not yet been determined.

Mortgage Recording Tax Exemption Benefit:

For purposes of this Application, the Company estimates that the portion of the total borrowing to be allocated to the Washington County portion of the Transmission System is up to 100% of the \$285 million³ in capital costs, for which mortgage recording tax exemption is sought.

Construction Cost Breakdown:

The Company does not have a breakdown of those figures by county. See note above under “Estimated costs in connection with Project.”

L) Site plan submission and approval (Page 9)

The Project is permitted under New York Public Service Law Article VII and as such is a Type II action under SEQR requiring no further review. A copy of the certificate from the New York Public Service Commission is available for review at <https://chpexpress.com/wp-content/uploads/2020/03/permit-PSC.pdf>.

O) Employment Worksheets (pages 10-11):

The Company does not have a breakdown of employment figures by county.

The Transmission System is anticipated to create more than 1,100 direct full-time jobs in New York State over the 4-year construction period, with total wages of approximately \$0.6 billion during that period.⁴ Using economic multipliers, those jobs are expected to create approximately 1,100 secondary jobs (indirect and induced) as well as \$1.5 billion in new economic output during construction focused on materials providers, trucking, hospitality, food service, transportation, fuel and clothing, among other sectors.⁵

As a submerged and buried transmission line with no moving parts, the Project will not require day-to-day operations and maintenance efforts. Accordingly, the Project will not create permanent employment at the Project site. However, the Transmission System is anticipated to induce the creation of more than 800 long-term jobs in New York State once operational. Those induced jobs are anticipated to generate approximately \$5.6 billion in wages during the first 30 years of operation on a statewide basis.⁶

³ Figure to be revised as capital cost estimates are further refined.

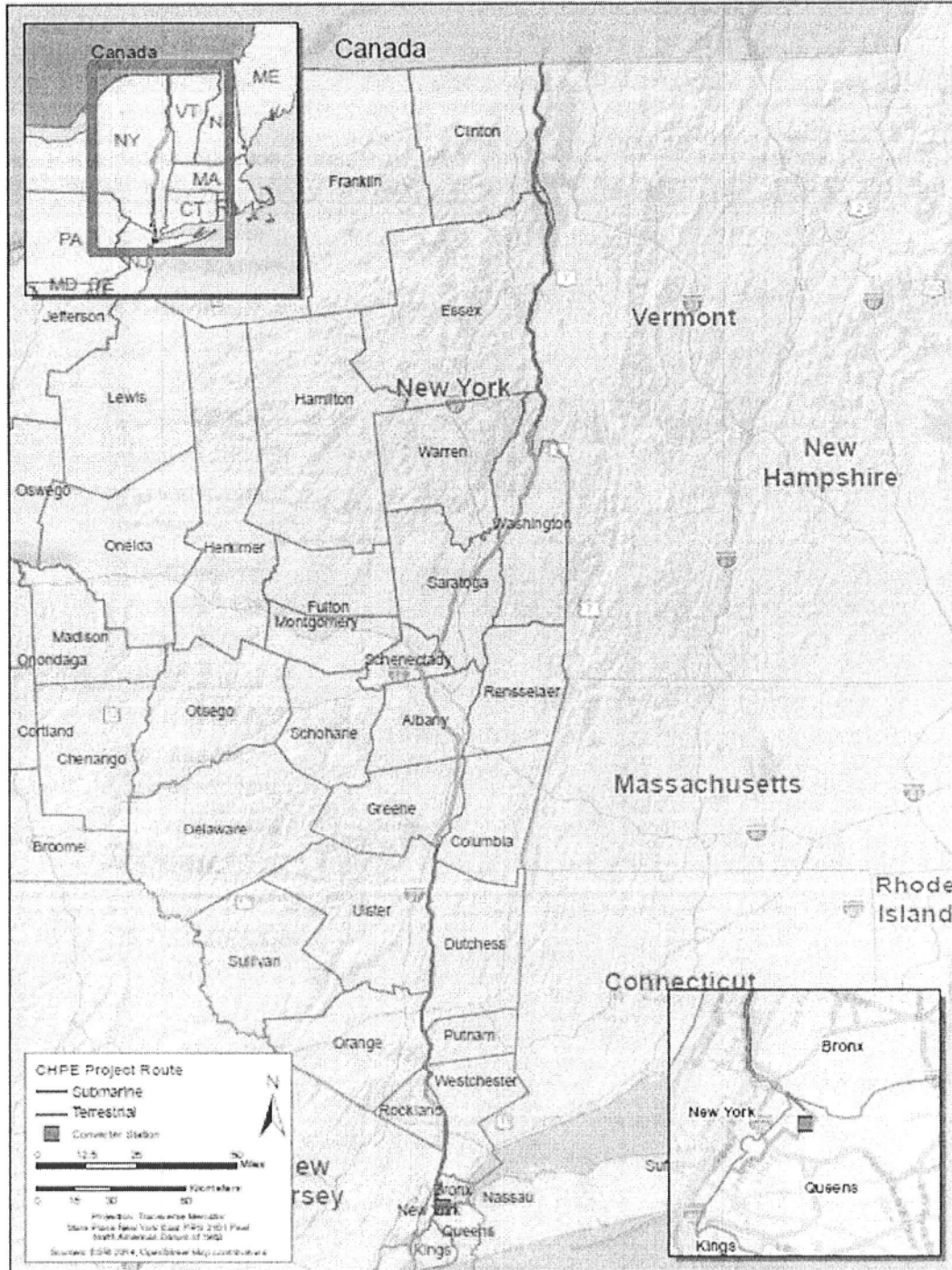
⁴ Id.

⁵ Id.

⁶ See “Analysis of Economic, Environmental, and Reliability Impacts to the State of New York,” PA Consulting, a copy of which is available for review at https://chpexpress.com/wp-content/uploads/2020/03/PA_Analysis_Report_on_Champlain_Hudson_Power_Express_Benefits.pdf

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Exhibit 1
Project Map



SCHEDULE E
ANNUAL STATUS REPORT

_____, 20__

Re: New Project Verification

Dear _____:

The Counties of Warren and Washington Industrial Development Agency (the "Agency") is currently providing assistance in connection with your project in the Towns of Putnam, Dresden, Whitehall, Fort Ann, Hartford, Kingsbury and Fort Edward, and the Villages of Whitehall, Fort Ann and Fort Edward, Washington County, New York.

The Agency is required to file an annual report with the New York State Comptroller providing information on its activities, and the activities of projects that are assisted by the Agency. In order for the Agency to compile that report, it is necessary that we obtain information relating to assistance provided and benefits derived from all entities that receive such assistance. Failure by the Agency to file the report information required by New York State could result in the Agency losing its ability to provide future assistance or the entity suffering claw-back provisions and forfeiting benefits previously received. Therefore, it is important that this information be provided in an accurate and timely manner.

Attached please find a questionnaire to be completed and returned to the IDA by _____ . If you have any questions regarding the required information, please do not hesitate to call our office.

We appreciate your assistance in this matter. A self-addressed stamped envelope is enclosed for your convenience.

Very truly yours,

Company name and address:

Project Name:

Company contact:

Contact phone number:

(Please-correct any information above)

Financing Information

Has the Agency provided project financing assistance through issuance of a bond or note?

Yes No

If financing assistance was provided, please provide:

- Original principal balance of bond or note issued _____
- Outstanding principal balance of such bond or note at December 31, 20__ _____
- Principal paid during 20__ _____
- Outstanding principal balance of such bond or note at December 31, 20__ _____

Interest rate on mortgage as of December 31, 20__ _____

Final maturity date of the bond or note _____

Is the Company a not-for-profit? _____

Sales Tax Abatement Information

Did your company receive Sales Tax Abatement on your Project during 20__?

Yes No

If so, please provide the amount of sales tax savings received for each year _____

(A copy of the ST-340 sales tax report submitted to New York State for the reporting period is required to be attached with this report)

Mortgage Recording Tax Information

Did your company receive Mortgage Tax Abatement on your Project during 20__?

Yes No

The amount of the mortgage recording tax that was abated during 20__ : _____

PILOT Payment Information

Pursuant to Section 3.02(E) of the Uniform Agency Project Agreement, the Company hereby certifies to the following:

Were all PILOT Payments for the prior calendar year paid on time? Yes No

If not, when were all PILOT Payments made? _____

If not, what action the Company has taken or proposes to take with respect compliance with future payment requirements? _____

Job Information

Number of permanent jobs

N/A

Number of FTE construction jobs created during 20__ _____

Number of FTE construction jobs during 20__ _____

Local Construction Hiring and Material Purchases

Describe the number of local construction hires

Describe the amount of local material purchases

Capital Investment Information

20__ Capital Investment _____

Real Estate _____

Construction _____

Machinery and Equipment _____

Other Taxable Expenses _____

Other Non-Taxable Expenses _____

Total Capital Investment _____

Officer's Certification

I certify that to the best of my knowledge and belief all of the information on this form is correct. I also understand that failure to report completely and accurately may result in enforcement of provisions of the

Uniform Agency Project Agreement dated as of January 1, 2022 by and between the Company and Counties of Warren and Washington Industrial Development Agency (the "Project Agreement"), including but not limited to the suspension, discontinuance, and potential claw back of financial assistance provided for the project.

Signed: _____
(Authorized Company Representative)

Date: _____