

## DECOMMISSIONING AGREEMENT

This DECOMMISSIONING AGREEMENT (this "Agreement") dated as of <sup>July</sup> June 12, 2018 (the "Effective Date") is made by and among the **Town of Dryden**, municipal corporation under the laws of the State of New York with offices at 93 East Main Street, Dryden, New York (the "Town") and **NY Dryden I, LLC**, limited liability company under the laws of the State of New York with principal offices at 33 Irving Place, Suite 1090, New York, NY 10003 ("Owner") and **Evan Carpenter and Brenda Carpenter**, individuals residing at 2265 Dryden Road, Dryden NY 13053 (collectively, "**Carpenter**", together with the Town, and Owner, the "Parties").

WHEREAS, Owner intends to build a 2.0 MW ac solar energy generation project on a parcel of land located at 212 Ferguson Road in the Town (the "Project"); and

WHEREAS, Carpenter is the owner of that certain real property located at 214 Ferguson Road in the Town of Dryden, County of Tompkins and State of New York, of approximately 135.21 acres and identified as Tax Map Parcel No. 47.-1-7.3 and as more further described in a deed recorded in the Tompkins County Clerk's Office as instrument number 088522-001 ("**Carpenter Land**");

WHEREAS, on March 15, 2018, the Town Board approved a Special Use Permit on condition that, among other things, Owner execute a "Decommissioning Agreement" providing for the allocation of funds for the decommissioning of the Project; and

WHEREAS, the Parties wish to enter into this Agreement to set forth terms and conditions of having funds available to pay for the costs of any decommissioning of the Project; and

NOW, THEREFORE, in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. At the start of construction of the Project ("Start Date"), Owner shall deposit Sixty-Thousand Dollars (\$60,000) in a special purpose account designated in writing by the Town (the "Decommissioning Account"). At the end of each one-year period following the Start Date (the "Anniversary Date"), Owner shall deposit an additional 2.5% of the then existing amount in the Decommissioning Account on the Anniversary Date, as described in greater detail on Schedule I attached hereto. The Parties agree that the amount in the Decommissioning Account shall be used solely to pay for any decommissioning costs of the Project. Provided Owner complies with its obligations to deposit funds into the Decommissioning Account in accordance with this Agreement, Owner shall have no further payment obligations in connection with funding the Decommissioning Account during the operation of the Project; provided, however, in the event the actual decommissioning costs exceed the amount in the Decommissioning Account, Owner or its successor in title to this Project shall be responsible for any such excess costs, provided such excess costs are not as a result of the Town using any amount in the Decommissioning Account for any reason other than to pay for decommissioning costs of the Project. In the event the Town uses any amount in the Decommissioning Account for any reason other than to pay for decommissioning costs, the Town shall be responsible to pay for such amount used and shall indemnify and hold harmless the Owner and the landowner of the Project, if different from the Owner, from any claim, loss, damage, liability or costs (including any reasonable attorney costs) arising from such use of funds for reasons other than to pay for decommissioning costs.

2. Decommissioning as used in this Agreement shall mean the removal and disposal of all structures, equipment and accessories that were installed in connection with the Project, and the reasonable restoration of the parcel of land on which the Project is built to the condition such lands were in prior to the