



1623 Flatbush Avenue  
Box #222  
Brooklyn NY 11210  
blocpower.io | 718.924.2873

September 6, 2023

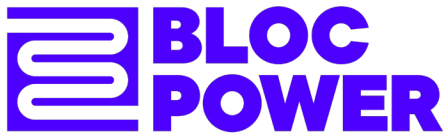
Laura Lewis, Mayor  
City of Ithaca  
108 E Green Street  
Ithaca, NY 14850

**Re: NYSEG / RG&E Economic Development “Gas Kicker” Incentive**

Dear Ms. Lewis,

This Letter Agreement (the “Agreement”), between BlocPower, L.L.C. (“BlocPower”) and the City of Ithaca (“City”) on behalf of itself, the Town of Ithaca, and the Town of Dryden as the three municipal owners of the Ithaca Area Wastewater Treatment Facility (the City and BlocPower are each a “Party” and, collectively, the “Parties”) is effective as of September 6, 2023 (the “Effective Date”), and sets forth the terms and conditions for BlocPower to provide consulting services related to securing certain incentives (the “Services”) as described below:

1. Services: BlocPower will assist the City by maximizing and securing incentives under the NYSEG / RG&E economic development incentive program for the Administrative Building air source heat pump project at the Ithaca Area Wastewater Treatment Facility, currently in the design phase as engineered by the John W. Danforth Company. The Services include identifying and applying for the NYSEG / RG&E economic development incentive, managing and completing the incentive application process, and providing advice and guidance on incentive requirements. BlocPower will be responsible for submitting the application and responding directly to the incentive program manager. To submit the application, BlocPower will require access to the John W. Danforth Company’s heating and cooling load calculations for the Administrative Building and detailed cost proposals for the proposed air source heat pump system and a counterfactual fossil fuel system. City shall direct the John W. Danforth Company to share these items with BlocPower. BlocPower will perform the Services with reasonable care and diligence, in a timely manner so that the City receives the Incentive described in Section 3, and in accordance with applicable laws and regulations. City agrees to provide BlocPower with any additional information that is necessary to complete and submit the incentive application, within 1 business day of request for information by BlocPower.
2. Term; Termination: This term of this Agreement commences on the Effective Date and will remain in effect until the Services are completed, unless terminated earlier in accordance with the terms of this Agreement. Either Party may terminate the Agreement by providing the other Party with 14 days written notice.
3. Compensation: City will pay BlocPower a fee of 5% of the total incentive amount (“Incentive”) received by City. BlocPower will transfer the Incentive to City less the fee within 14 days from the receipt of the Incentive by BlocPower. If City does not receive the Incentive or the Agreement is terminated prior to the submission of the incentive application, City will pay BlocPower a fee of \$1,500 within 14 days of the denial of the Incentive or Agreement termination, as applicable.
4. Confidentiality: Unless otherwise agreed to in writing, all non-public, confidential or proprietary



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information, including, but not limited to, trade secrets, technology, and information pertaining to business operations and strategies, and that (a) is marked "confidential" or (b) is of a nature that a reasonable person would understand to be confidential (collectively, "Confidential Information"), disclosed or otherwise made available in connection with the provision of the Services and this Agreement, whether orally or in written, electronic or other form or media, is confidential, and shall not be disclosed or copied by the receiving party without the prior written consent of the other Party. Confidential Information does not include information that the disclosing party can demonstrate by documentary evidence that either: (a) is or becomes generally available to the public other than through disclosing party's breach of this Agreement; (b) is communicated to disclosing party by a third party that had a lawful right to disclose such information and had no confidentiality obligations concerning such information; (c) was known to the disclosing party before receiving it from the other Party; or (d) is independently developed by the disclosing party without use of or reference to any Confidential Information of the other Party. The City or either of the other Ithaca Area Wastewater Treatment Facility municipal owners may disclose Confidential information that it is required to disclose pursuant to a Freedom of Information Law request or where disclosure is required by law, regulation, or court or administrative order, The Parties shall use the Confidential Information only for the purpose of providing Services under this Agreement. The Parties shall be entitled, in addition to any other remedies available to it, to seek an injunction or other equitable relief for breach of the confidentiality obligations.

5. Audit and Inspection Rights: During the term of this Agreement, each Party may inspect and audit the other Party's books, records or other documents related to the Services as necessary to verify compliance with the terms and conditions of the Agreement.
6. Miscellaneous:
  - a. *Waiver*. No waiver by either Party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by that Party. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
  - b. *Assignment*. Neither Party shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this section is null and void. No permitted assignment or delegation relieves either Party of any of its obligations under this Agreement.
  - c. *Relationship of the Parties*. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
  - d. *Governing Law*. This Agreement shall be governed by the laws of the state of New York, without regard to, or the application of, New York State's choice of law provisions. Both Parties consent that if any action is brought to enforce this Agreement, it shall be brought only in an appropriate Court in Tompkins County, New York, and both Parties consent to the jurisdiction of such court.
  - e. *Notices*. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses shown below. Either Party may change the address to which notices are sent by giving notice of such change in the manner set forth in this section to the other Party. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt of the



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receiving party, and (b) if the Party giving the Notice has complied with the requirements of this section.

Notices to the City are to be addressed to:

Ithaca Area Wastewater Treatment Facility  
Attention: Chief Operator  
525 Third Street  
Ithaca, New York 14850

with a copy to:

Ithaca City Attorney  
108 East Green Street  
Ithaca, New York 14850

Notices to BlocPower are to be addressed to:

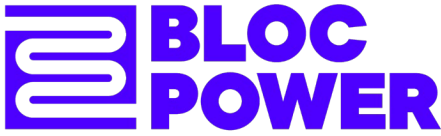
BlocPower LLC  
Attention: Keith Kinch, General Manager  
1623 Flatbush Ave. Box 222  
Brooklyn, NY 11210

with a copy to:

[legalnotice@blocpower.io](mailto:legalnotice@blocpower.io).

BlocPower Ithaca  
Attn: Ethan Bodnaruk  
411 N. Geneva Street  
Ithaca, NY 14850

- f. *Severability*. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part may be modified by the Parties to the extent necessary to make it valid and operative, or if it cannot be so modified, then it shall be deemed severed, and the remainder of this Agreement shall continue in full force and effect as if this Agreement had been signed with the invalid portion so modified or eliminated.
- g. *Survival*. Provisions of this Agreement, which by their nature should apply beyond their terms, will remain in effect after the expiration or termination of this Agreement.
- h. *Entire Agreement/Amendment and Modification*. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement may only be amended or modified in a writing that specifically states that it amends this Agreement and is signed by an authorized representative of each Party.
- i. *Binding Nature of Agreement*. This Agreement is binding upon the Parties, their respective representatives and successors and, when assignment is permitted, assigns.
- j. *Counterparts*. This Agreement may be executed in one or more counterparts, delivery of



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which may be by electronic mail, and each of which shall be deemed to be an original but all of which together shall constitute the same instrument.

If you accept these terms, on behalf of City acting for the three municipal owners of the Ithaca Area Wastewater Treatment Facility (City of Ithaca, Town of Ithaca, and Town of Dryden), please provide your signature below. This Agreement will be deemed effective as of the date first above written.

We are excited to work with you to help maximize and secure incentives to support your clean energy transition.

Sincerely,

Keith Kinch  
General Manager

**Accepted and agreed:**

**City of Ithaca**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_