

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, between the **TOWN OF FENNER**, a municipal corporation of the State of New York, with an address at 3151 Fenner East Road, Cazenovia, New York 13035 (“Fenner”), **TOWN OF NELSON**, a municipal corporation of the State of New York, with an address at 4085 Nelson Road, Cazenovia, New York 13035 (“Nelson”), **TOWN OF EATON**, a municipal corporation of the State of New York, with an address at 35 Cedar Street, P.O. Box 66, Morrisville, New York 13408 (“Eaton”), and the **TOWN OF SMITHFIELD**, a municipal corporation of the State of New York, with an address at 5255 Pleasant Valley Road, Peterboro, New York 13035 (“Smithfield”) (collectively, the “Towns”).

WITNESSETH:

WHEREAS, Hoffman Falls Wind, LLC, a wholly-owned subsidiary of Liberty Renewables, Inc., has filed an application with the Office of Renewable Energy Siting to build a utility-scale wind energy generation facility with up to 100 megawatts located within the Towns (the “Hoffman Falls Wind Project”), pursuant to the former New York State Executive Law § 94-c, now under New York State Public Service Law Article VIII, and related regulations at Chapter XI, Title 16 of N.Y.C.R.R. Part 1100, identified as Office of Renewable Energy Siting and Electric Transmission (“ORES”) Permit Application No. 23-02976; and

WHEREAS, pursuant to 16 N.Y.C.R.R. § 1100-5.1, on April 17, 2024, the Towns were awarded a total amount of \$75,000 from the Local Agency Account Fund (“LAAF”) to hire Costello, Cooney & Fearon, PLLC and C&S Companies to provide legal services and technical engineering services, respectively, in the Hoffman Falls Wind Project, with \$38,250.00 being allocated for legal fees and \$36,750.00 being allocated for engineering fees; and

WHEREAS, ORES has advised that one Town may act and serve as the payee and disbursing officer of funds on behalf of all the Towns; and

WHEREAS, the Towns are desirous of entering into an intermunicipal agreement with each other for the purpose of receiving reimbursement from the Local Agency Account Fund and paying for the fees incurred for the services provided by both Costello, Cooney & Fearon, PLLC, and by C&S Companies.

NOW, THEREFORE, IT IS HEREBY AGREED, by the Towns of Fenner, Nelson, Eaton and Smithfield as follows:

1. Costello, Cooney & Fearon, PLLC and C&S Companies may each, separately, send one invoice to Fenner, which shall include the fees and costs for the services performed on behalf of all the Towns.
2. Fenner shall act as the payee and receiver of local agency account funds on behalf of all the Towns and is hereby permitted to complete all processes and procedures

established by ORES for submission of requests for local agency account funds, including, but not limited to signing vouchers for the same.

3. Once funds from the local agency account have been received, Fenner shall act as the disbursing agent for fees to Costello, Cooney & Fearon, PLLC and C&S Companies for work completed on the Hoffman Falls Wind Project.
4. The term of this Agreement shall be from the date of acceptance until all LAAF funds which the Towns have been awarded have been received and disbursed by Fenner to Costello, Cooney & Fearon and C&S Companies for work on the Hoffman Falls Wind Project.
5. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
6. This Agreement represents the entire agreement of the parties and may not be modified or amended except in writing duly approved by each of the parties.

IN WITNESS WHEREOF, the parties hereto affix their hands and seals the dates set forth below.

Dated: _____, 2025

TOWN OF FENNER

By: _____
David Jones, Town Supervisor

Dated: _____, 2025

TOWN OF NELSON

By: _____
James Cunningham, Town Supervisor

Dated: _____, 2025

TOWN OF EATON

By: _____
Joseph Wicks, Town Supervisor

Dated: _____, 2025

TOWN OF SMITHFIELD

By: _____
T.J. Stokes, Town Supervisor

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

On the ____ day of _____ in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID JONES**, 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

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

On the ____ day of _____ in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared **JAMES CUNNINGHAM**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____ in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared **JOSEPH WICKS**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____ in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared **T.J. STOKES**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC