



Resolution No. 33, 2025

Council Member Hayner presented the following Resolution and moved its adoption.

**ACCEPT REQUEST FOR PROPOSAL FOR THE
DEMOLITION OF 2-10 S. PERRY STREET & 7 N. MELCHER STREET**

WHEREAS, it is necessary to demolish 2-10 S. Perry Street and 7 N. Melcher Street; and

WHEREAS, the City advertised for Request for Proposals, from qualified firms, for demolition services; and

WHEREAS, the City opened proposals on April 16, 2025 and received the following:

COMPANY	AMOUNT
D&S Excavation	\$218,000.00
Dan's Hauling	\$246,500.00
Gorick construction	\$267,225.00
Bronze Contracting	\$352,300.00
Jackson Demolition	\$439,000.00
Elite Excavation	\$490,772.00
Industry Standard	\$1,743,837.92

NOW, THEREFORE, BE IT

RESOLVED, that the City hereby accepts the proposal of D&S Excavation in an amount not to exceed \$218,000.00; and be it further

RESOLVED, that the Mayor is hereby authorized to execute a Contract with D&S Excavation for the demolition of 2-10 S. Perry Street and 7 N. Melcher Street.

Seconded by Council Member:

I, the undersigned, attest that the foregoing Resolution was adopted and passed by the Common Council of the City of Johnstown, on this date by the following:

	Yes	No	Abstain	Absent
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	Passed – Failed - Tabled			



Resolution No. 34, 2025

Council Member Parker presented the following Resolution and moved its adoption.

ACCEPT REQUEST FOR PROPOSAL FOR THE RESURFACING OF CITY-OWNED PARKING LOTS

WHEREAS, it is necessary to resurface city-owned parking lots; and

WHEREAS, the City advertised for Request for Proposals, from qualified firms, for resurfacing services; and

WHEREAS, the City opened proposals on April 16, 2025 and received the following:

COMPANY	AMOUNT
New Castle Paving, LLC	\$114,379.00
Mill Creek Paving	\$129,601.62
HMA Contracting Corp.	\$139,779.00
Commercial Paving	\$154,800.00
Delsignore Paving	\$155,635.00
Central Paving	\$157,010.00
Evolution Construction	\$161,445.00
Peter Luizzi Bros.	\$173,000.00
Carver Construction	\$179,174.00
Callanan Industries	\$260,130.00

NOW, THEREFORE, BE IT

RESOLVED, that the City hereby accepts the proposal of New Castle Paving LLC, in an amount not to exceed \$114,379.00; and be it further

RESOLVED, that the Mayor is hereby authorized to execute a Contract with New Castle Paving LLC for the resurfacing of city-owned parking lots.

Seconded by Council Member:

I, the undersigned, attest that the foregoing Resolution was adopted and passed by the Common Council of the City of Johnstown, on this date by the following:

	Yes	No	Abstain	Absent
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	Passed – Failed - Tabled			



Resolution No. 35, 2025

Council Member Spritzer presented the following Resolution and moved its adoption.

ACCEPT BID FOR THE REPLACEMENT OF THE TOWNSEND AVENUE BRIDGE

WHEREAS, it is necessary for the replacement of Townsend Avenue Bridge; and

WHEREAS, the City advertised for bids, for the labor, material, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in the specifications for the Bridge Replacement Project.

WHEREAS, the City opened bids on April 16, 2025 and received the following:

COMPANY	AMOUNT
Winn Construction	\$1,399,602.00
Wm. J. Keller Construction	\$1,456,748.50
BP Excavation	\$1,470,279.00
JH Maloy	\$1,514,000.00
Diversified Wireless	\$1,619,946.90

NOW, THEREFORE, BE IT

RESOLVED, that based on the recommendation of Greenman-Pedersen Inc. (GPI) the City hereby accepts the bid of Winn Construction for compensation in an amount not to exceed \$1,399,602.00; and be it further

RESOLVED, that the Mayor is hereby authorized to execute a Contract with Winn Construction for the Townsend Avenue Bridge Replacement Project.

Seconded by Council Member:

I, the undersigned, attest that the foregoing Resolution was adopted and passed by the Common Council of the City of Johnstown, on this date by the following:

	Yes	No	Abstain	Absent
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	Passed – Failed - Tabled			

Carrie M. Allen, City Clerk

Amy Praught, Mayor



Resolution No. 36, 2025

Council Member Jeffers presented the following Resolution and moved its adoption:

AUTHORIZE A SHARED SERVICES AGREEMENT WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION TO ASSIST IIN THE MAINTENANCE OF STATE AND MUNICIPAL ROADS

WHEREAS, this Agreement will allow for an expedited response and will ensure there are no procedural obstacles to sharing of resources when an emergency arises; and

WHEREAS, for services or materials that are valued less than \$10,000.00, NYSDOT and City of Johnstown will share services, exchange or lend material or equipment to promote and assist the maintenance of state and municipal road and highways and provide cost savings by maximizing the effective utilization of both parties' resources; and

WHEREAS, this Agreement does not change the current operations of the Department of Public Works.

NOW, THEREFORE, BE IT

RESOLVED, that the Mayor is hereby authorized and directed to execute a Shared Services Agreement, a copy of which is annexed hereto as Schedule 'A', with New York State Department of Transportation, for the period commencing January 1, 2025 through December 31, 2028.

Seconded by Council Member:

I, the undersigned, attest that the foregoing Resolution was adopted and passed by the Common Council of the City of Johnstown, on this date by the following:

	Yes	No	Abstain	Absent
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor

SHARED SERVICES AGREEMENT
Between
NYSDOT and _____

THIS AGREEMENT, dated _____, 20___, is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the _____, hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. Shared Services shall mean any service provided by one party (Provider) to another party (Recipient). The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed ten thousand dollars (\$10,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to defend and indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement. Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, the State shall hold the Municipality harmless from and indemnify it for any final judgement of a court of competent jurisdiction to the extent attributable to the negligence of the State or of their officers or employees when acting in the course and scope of their employment.
5. The term of this Agreement shall be for two (2) or four (4) years from _____ to _____ . The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke his Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYSDOT – Region _____
By: _____ Date: _____
Resident Engineer - _____ County

MUNICIPALITY
By: _____ Date: _____
_____ Highway Superintendent

NYSDOT – Region _____
By: _____ Date: _____
Regional Director of Operations



April 21, 2025

Resolution No. 37, 2025

Council Member Hayner presented the following Resolution and moved its adoption:

**ACCEPT OFFER FOR CITY OWNED PROPERTY
LOCATED AT 125 WASHINGTON STREET**

WHEREAS, the City of Johnstown owns property located at the following location:

STREET	ACREAGE	PARCEL ID #
125 Washington Street	.15	162.19-10-11

; and

WHEREAS, the City received an offer from VSIX Properties, LLC to purchase the property for the amount of \$1,000.00; and

WHEREAS, it is the judgment of the City to accept the offer of VSIX Properties, LLC.

NOW, THEREFORE, BE IT

RESOLVED, that VSIX Properties, LLC shall have thirty (30) days from this date to pay the full offer price, along with closing costs; and be it further

RESOLVED, that the Mayor is hereby authorized to execute any and all documents necessary to transfer said property to VSIX Properties, LLC.

Seconded by Council Member:

I, the undersigned, attest that the foregoing Resolution was adopted and passed by the Common Council of the City of Johnstown, on this date by the following:

	Yes	No	Abstain	Absent
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor



SBL #	PROPERTY LOCATION
162.19-10-11	125 Washington St.

TERMS OF SALE

1. There is a minimum offer price of \$1,000.00 on each property.
2. The premises will be conveyed "as is" and subject to the easements, restrictions, covenants and conditions of record affecting said premises and to such state of facts as an accurate survey would disclose. The deed delivered shall contain the assessment roll description of the premises and not a metes and bounds description.
3. The City of Johnstown Common Council reserves the right to reject any and all offers. All sales are subject to the approval of the Common Council.
4. No representations of any kind are or have been made by the City of Johnstown or its agents as to the title or physical condition of the property or as to the existence of any improvements thereon. It is the purchaser's responsibility to contact Code Enforcement as to any open code violations.
5. Sale of city-owned property is made subject to the following conditions:
 - a. If there is a structure on the premises which is able to be rehabilitated or inhabited, it shall be repaired in conformance with the building, housing and fire prevention codes of the City of Johnstown within six (6) months of closing, unless otherwise indicated.
 - b. If there is a structure on the premises which is not able to be rehabilitated or inhabited, it shall be demolished within three (3) months of closing.
 - c. If vacant land is purchased for building purposes, a building shall be erected of such type of construction as to conform to the surrounding area and comply with building, housing and fire prevention codes of the City of Johnstown within one (1) year after the date of the Deed.
 - d. If vacant land is not purchased for building purposes, it must be cleaned and continue to be maintained so as not to be a nuisance or detriment to its neighborhood within fifteen (15) days of closing.

The above-mentioned time periods for repair, demolition, maintenance or construction may be extended for up to six (6) months upon submission by the property owner of a compliance plan which has been approved by the Chief Code Enforcement Officer. Any further extensions of time may be made only by the Common Council upon written request of the purchaser.

6. The purchaser shall not alter, remove or otherwise change any items contained in or attached to any building or land to be purchased from the City of Johnstown until the full purchase price and charges are paid and the Deed is received by the purchaser, unless written consent is provided by the City of Johnstown.
7. Prior to the approval of the sale by the Common Council, the purchaser shall submit a Non-Collusion Statement under oath and penalty of perjury setting forth the following:
 - a. That the Purchaser is the real party in interest, or if the purchaser is acting as an agent, the name of the principal.
 - b. A statement that no person, other than those listed, are financially or beneficially interested in the sale.
 - c. Does any public official, officer, agent or employee of the City of Johnstown have an interest in the transaction? If YES, state the name and position of the official, agent or employee.
 - d. That no collusion with any other purchaser or public official has taken place.
 - e. State relation to previous owner, if any.

- f. A list of all of the real property the purchaser owns in the City of Johnstown or has owned in the last five (5) years in the City of Johnstown.
 - g. A list of all properties on which delinquent taxes are due and owing to the City.
 - h. A statement whether or not the City of Johnstown has ever taken title to any property owned by the purchaser via an In Rem Tax Foreclosure proceeding.
 - i. If the purchaser is a corporation, a statement identifying by name and address the major stockholders and officers of the corporation.
 - j. A statement whether or not the purchaser owns any property in the City of Johnstown upon which a vacant or abandoned building is located.
8. A closing on the property shall take place within thirty (30) days of Common Council approval at which time the Purchaser shall pay to the City Treasurer's Office the balance of the purchase price and a \$25.00 advertising fee. In addition, the purchaser will be responsible for all recording fees, pro-ration of county, city and school taxes and transfer tax required by the Fulton County Clerk. The property will be conveyed to the purchaser by Quit Claim Deed. Upon default of such payment, the City shall retain the down payment which is not a penalty but liquidated damages. This period may be extended only for extenuating circumstances and only with the approval of the Common Council.

I HAVE READ AND AGREE TO COMPLY WITH THESE TERMS OF SALE

Proposed Purchaser Signature(s):

DATED: 4 / 10 / 2025



DATED: / /

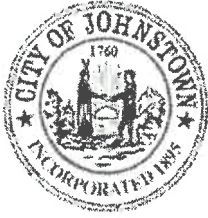
Should your Proposal/offer be accepted, please print below the name you wish to have indicated on the closing documents which will be filed with the Fulton County Clerk's office. This information will not be changed once your Proposal/offer is accepted by the Common Council:

Name(s) / Business: VSTX Properties LLC

Mailing Address / PO Box: 50 Bloomingdale Ave

City: Johnstown Zip: 12095

Phone: 518-774-8200



SBL #	PROPERTY LOCATION
162.19-10-11	125 Washington Ave

PROPERTY USE / DEVELOPMENT INFORMATION

This Property Proposal should be completed by the proposed Purchaser/Developer and submitted to the City Clerk's Office. Each proposal will be thoroughly reviewed based on the criteria outlined below. Final approval of any proposal or sale of city-owned property must be made by the Common Council. After closing, owners will be required to:

1. Secure buildings within five (5) days.
2. Begin work on necessary repairs or improvements within 30 (thirty) days.

If these conditions are not met, the City of Johnstown may take title to the property and offer it for sale to another party.

USE / DEVELOPMENT CRITERIA

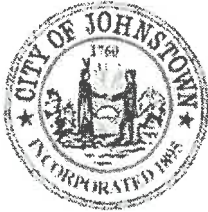
Recommendations will be made to the Common Council based on the following evaluation criteria:

1. The best use of the property.
2. Highest long-term property tax return/benefit to the City.
3. Owner-occupancy or ownership by people living in the immediate area.
4. Probability of owner to complete proposed improvements and maintain the property.
5. Benefit to neighborhood condition, appearance and property values.

INSTRUCTIONS FOR COMPLETING PROPOSAL FORM:

Each proposal should be detailed separately in the spaces provided on the form. Proposals involving more than one property may be detailed on one form with forms for additional properties attached. All spaces should be filled in or a notation made where the information requested is not applicable. Provide all information you feel is important to facilitate review and analysis of each proposal.

1. Proposed Use:
Briefly describe the proposed use to be made of the property. If residential, give number of units. If owner will reside on the property, check the box marked "owner occupancy".
2. Summary of Improvements:
List all improvements proposed to be made on the property and supply an estimate of the cost of each. If additional space is required, summarize work to be done on this form and attach additional sheets for detailed information.
3. Proposed Method:
Explain how improvements are to be made. This information should include:
 - a. who will do the work,
 - b. how the work will be completed, and
 - c. a statement outlining the experience of those who will do the work in this kind of project.
4. Proposed Purchase Price:
Enter the amount to be paid for purchase of the property only. Should your offer be accepted, the amount must be paid within 30 (thirty) days of approved by the Common Council.
5. Signature:
Enter the name of the organization/individual making this proposal. If a corporation, list the names of the principals in that organization. Enter a mailing address, telephone number, date and sign the form in the space provided.



SBL #	PROPERTY LOCATION
162.19-10-11	125 Washington St

PROPERTY PROPOSAL FORM

PROPERTY OF INTEREST	
Address: 125 Washington St	SBL# (if known):
Amount of Offer: \$1,000-	

APPLICANT(S) INFORMATION	
Name: Konstantinos Vahaviolos	Name:
Business Name: VSIX Properties LLC	
Address: 50 Bloomingdale Ave	
Phone: (518) 774-8200	Email: kvahaviolos@gmail.com
Do you currently own property in the City of Johnstown <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please give location(s)	
See Attached paper	

PROPOSED OWNER, IF DIFFERENT THAN ABOVE	
Name:	Name:
Business Name:	
Address:	
Phone: ()	Email:

INTENDED USE
<input type="checkbox"/> Owner occupied <input type="checkbox"/> Rental <input type="checkbox"/> Business <input type="checkbox"/> Other: _____
Is demolition planned of any structure on property? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, explain: _____

SBL #	PROPERTY LOCATION
125 162.19-10-11	125 Washington St.

SUMMARY OF IMPROVEMENTS List all improvements proposed to be made on the property and supply an estimate of the cost. If additional space is required, summarize work to be done on this form and attach additional sheets for detailed information.

- Gutt entire house - Replace roof - Fix any and all structural issues.
 - Re zone to a multi family home.
 - Work with code enforcement to bring house to code

Estimated Total Costs: \$ \$ 80,000 +

PROPOSED METHOD Explain how improvements are to be made. This information should include (A) who will do the work (B) how the work will be completed, and (C) a statement outlining the experience of those who will do the work in this kind of project.

- use contractors specialized in their profession to bring this house into a multi family home

A recommendation to accept proposed offer will be made by the Common Council based on the following criteria:

1. The best use of the property.
2. Highest long-term property tax return/benefit to the City.
3. Owner-occupancy or ownership by people living in the immediate area.
4. Probability of owner to complete proposed improvements and maintain the property.
5. Benefit to neighborhood condition, appearance and property values.

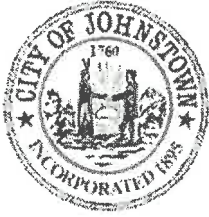
I swear under penalties of perjury that I have completed this request to acquire city owned property completely and accurately. I acknowledge that this information is being provided to a public official and is a matter of public record. I also understand that the failure to complete the questions completely and accurately could result in rejection of the application, disqualification as a potential purchaser, and subject me to civil and criminal remedies.

Proposed Purchaser Signature(s):

DATED: 4 / 10 / 2025



DATED: / /



SBL #	PROPERTY LOCATION

MEMORANDUM OF PURCHASE

BE IT KNOWN, that the:

Proposed Purchaser, Konstantinos Vahaviolos / VSTX Properties LLC, residing at _____

; and


Proposed Purchaser, _____, residing at _____

hereby offer the amount of \$ 1000- to purchase the above-entitled property from the City of Johnstown.

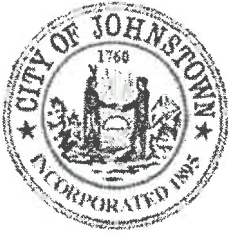
This offer is being made to the City of Johnstown, New York in the form of a written proposal for purchase, improvements and maintenance of the aforesaid property. I / We understand and agree that my / our offer is made subject to and contingent upon said Terms of Sale, a copy of which is attached hereto and made a part hereof and which I / We have signed.

Proposed Purchaser Signature(s):

DATED: 4 / 10 / 2025



DATED: / /



SBL #	PROPERTY LOCATION
162.19-10-11	125 Washington St.

NON-COLLUSION STATEMENT

- I am the party of interest. There are no persons, other than those listed, who are financially or beneficially interested in the sale.
- No public official, officer, agent or employee of the City of Johnstown is interested in the transaction, except:
_____, whose position is _____.
- No collusion with any other purchaser or any public official has taken place.
- My relationship to the previous owner is: None
- Listed below is a list of all of the real property that I own in the City of Johnstown or have owned in the last five (5) years in the City of Johnstown :
See Attached Paper
- Listed below is a list of all the real property that I own in the City of Johnstown on which delinquent taxes are due and owing to the City of Johnstown:
None
- I hereby declare that the City of Johnstown has never taken title to any property owned by me via an In Rem Tax Foreclosure proceeding except:
None
- If the purchaser is a corporation, state below, identifying by name and address, the major stockholders and the officers of the corporation:
LLC: 50% Megan Vahavidos
50% Konstantinos
- I own no property in the City of Johnstown upon which a vacant or abandoned building is located except:
None

Proposed Purchaser Signature(s):

DATED: 7 / 10 / 2025

[Signature]

DATED: / /

CITY OF JOHNSTOWN OWNED PROPERTIES

- 319 W. STATE STREET
- 14 N. MELCHER STREET
- 303 MEADOW STREET
- 45 CHESTNUT AVE
- 2 HAMILTON STREET
- 134 HOOSAC STREET
- 103 N. PERRY STREET
- 106 PLESANT AVE
- 9 GROVE STREET
- 26 BLOOMINGDALE AVE
- 50 BLOOMINGDALE AVE
- 19 HILLSIDE AVE
- 360 W. STATE STREET
- 22 CAYADUTTA STREET
- 21 WHITMORE AVE
- 19 S. PERRY STREET
- 14 AKIN STREET



April 21, 2025

Resolution No. 38, 2025

Council Member Parker presented the following Resolution and moved its adoption:

**ACCEPT OFFER FOR CITY OWNED PROPERTY
LOCATED AT 9 PROSPECT STREET**

WHEREAS, the City of Johnstown owns property located at the following location:

STREET	ACREAGE	PARCEL ID #
9 Prospect Street	.25	174.8-16-8

; and

WHEREAS, the City received an offer from VSIX Properties, LLC to purchase the property for the amount of \$1,000.00; and

WHEREAS, it is the judgment of the City to accept the offer of VSIX Properties, LLC.

NOW, THEREFORE, BE IT

RESOLVED, that VSIX Properties, LLC shall have thirty (30) days from this date to pay the full offer price, along with closing costs; and be it further

RESOLVED, that the Mayor is hereby authorized to execute any and all documents necessary to transfer said property to VSIX Properties, LLC.

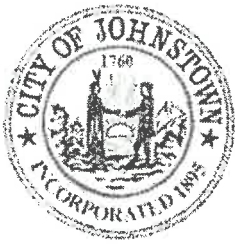
Seconded by Council Member:

I, the undersigned, attest that the foregoing Resolution was adopted and passed by the Common Council of the City of Johnstown, on this date by the following:

	Yes	No	Abstain	Absent
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor



SBL #	PROPERTY LOCATION
174.8-16-18	9 Prospect St.

TERMS OF SALE

1. There is a minimum offer price of \$1,000.00 on each property.
2. The premises will be conveyed "as is" and subject to the easements, restrictions, covenants and conditions of record affecting said premises and to such state of facts as an accurate survey would disclose. The deed delivered shall contain the assessment roll description of the premises and not a mete and bounds description.
3. The City of Johnstown Common Council reserves the right to reject any and all offers. All sales are subject to the approval of the Common Council.
4. No representations of any kind are or have been made by the City of Johnstown or its agents as to the title or physical condition of the property or as to the existence of any improvements thereon. It is the purchaser's responsibility to contact Code Enforcement as to any open code violations.
5. Sale of city-owned property is made subject to the following conditions:
 - a. If there is a structure on the premises which is able to be rehabilitated or inhabited, it shall be repaired in conformance with the building, housing and fire prevention codes of the City of Johnstown within six (6) months of closing, unless otherwise indicated.
 - b. If there is a structure on the premises which is not able to be rehabilitated or inhabited, it shall be demolished within three (3) months of closing.
 - c. If vacant land is purchased for building purposes, a building shall be erected of such type of construction as to conform to the surrounding area and comply with building, housing and fire prevention codes of the City of Johnstown within one (1) year after the date of the Deed.
 - d. If vacant land is not purchased for building purposes, it must be cleaned and continue to be maintained so as not to be a nuisance or detriment to its neighborhood within fifteen (15) days of closing.

The above-mentioned time periods for repair, demolition, maintenance or construction may be extended for up to six (6) months upon submission by the property owner of a compliance plan which has been approved by the Chief Code Enforcement Officer. Any further extensions of time may be made only by the Common Council upon written request of the purchaser.

6. The purchaser shall not alter, remove or otherwise change any items contained in or attached to any building or land to be purchased from the City of Johnstown until the full purchase price and charges are paid and the Deed is received by the purchaser, unless written consent is provided by the City of Johnstown.
7. Prior to the approval of the sale by the Common Council, the purchaser shall submit a Non-Collusion Statement under oath and penalty of perjury setting forth the following:
 - a. That the Purchaser is the real party in interest, or if the purchaser is acting as an agent, the name of the principal.
 - b. A statement that no person, other than those listed, are financially or beneficially interested in the sale.
 - c. Does any public official, officer, agent or employee of the City of Johnstown have an interest in the transaction? If YES, state the name and position of the official, agent or employee.
 - d. That no collusion with any other purchaser or public official has taken place.
 - e. State relation to previous owner, if any.

- f. A list of all of the real property the purchaser owns in the City of Johnstown or has owned in the last five (5) years in the City of Johnstown.
 - g. A list of all properties on which delinquent taxes are due and owing to the City.
 - h. A statement whether or not the City of Johnstown has ever taken title to any property owned by the purchaser via an In Rem Tax Foreclosure proceeding.
 - i. If the purchaser is a corporation, a statement identifying by name and address the major stockholders and officers of the corporation.
 - j. A statement whether or not the purchaser owns any property in the City of Johnstown upon which a vacant or abandoned building is located.
8. A closing on the property shall take place within thirty (30) days of Common Council approval at which time the Purchaser shall pay to the City Treasurer's Office the balance of the purchase price and a \$25.00 advertising fee. In addition, the purchaser will be responsible for all recording fees, pro-ration of county, city and school taxes and transfer tax required by the Fulton County Clerk. The property will be conveyed to the purchaser by Quit Claim Deed. Upon default of such payment, the City shall retain the down payment which is not a penalty but liquidated damages. This period may be extended only for extenuating circumstances and only with the approval of the Common Council.

I HAVE READ AND AGREE TO COMPLY WITH THESE TERMS OF SALE

Proposed Purchaser Signature(s):

DATED: 4 / 10 / 2025



DATED: / /

Should your Proposal/offer be accepted, please print below the name you wish to have indicated on the closing documents which will be filed with the Fulton County Clerk's office. This information will not be changed once your Proposal/offer is accepted by the Common Council:

Name(s) / Business: VSTX Properties LLC

Mailing Address / PO Box: 50 Bloomingdale Ave

City: Johnstown Zip: 12095

Phone: 518 774-9200



SBL #	PROPERTY LOCATION
174.9-16-18	9 Prospect St.

PROPERTY USE / DEVELOPMENT INFORMATION

This Property Proposal should be completed by the proposed Purchaser/Developer and submitted to the City Clerk's Office. Each proposal will be thoroughly reviewed based on the criteria outlined below. Final approval of any proposal or sale of city-owned property must be made by the Common Council. After closing, owners will be required to:

1. Secure buildings within five (5) days.
2. Begin work on necessary repairs or improvements within 30 (thirty) days.

If these conditions are not met, the City of Johnstown may take title to the property and offer it for sale to another party.

USE / DEVELOPMENT CRITERIA

Recommendations will be made to the Common Council based on the following evaluation criteria:

1. The best use of the property.
2. Highest long-term property tax return/benefit to the City.
3. Owner-occupancy or ownership by people living in the immediate area.
4. Probability of owner to complete proposed improvements and maintain the property.
5. Benefit to neighborhood condition, appearance and property values.

INSTRUCTIONS FOR COMPLETING PROPOSAL FORM:

Each proposal should be detailed separately in the spaces provided on the form. Proposals involving more than one property may be detailed on one form with forms for additional properties attached. All spaces should be filled in or a notation made where the information requested is not applicable. Provide all information you feel is important to facilitate review and analysis of each proposal.

1. Proposed Use:
Briefly describe the proposed use to be made of the property. If residential, give number of units. If owner will reside on the property, check the box marked "owner occupancy".
2. Summary of Improvements:
List all improvements proposed to be made on the property and supply an estimate of the cost of each. If additional space is required, summarize work to be done on this form and attach additional sheets for detailed information.
3. Proposed Method:
Explain how improvements are to be made. This information should include:
 - a. who will do the work,
 - b. how the work will be completed, and
 - c. a statement outlining the experience of those who will do the work in this kind of project.
4. Proposed Purchase Price:
Enter the amount to be paid for purchase of the property only. Should your offer be accepted, the amount must be paid within 30 (thirty) days of approved by the Common Council.
5. Signature:
Enter the name of the organization/individual making this proposal. If a corporation, list the names of the principals in that organization. Enter a mailing address, telephone number, date and sign the form in the space provided.



SBL #	PROPERTY LOCATION
174.9-16-18	9 Prospect St.

PROPERTY PROPOSAL FORM

PROPERTY OF INTEREST	
Address: 9 Prospect St.	SBL# (if known):
Amount of Offer: \$1,000.00 - once existing tenants vacate the property	

APPLICANT(S) INFORMATION	
Name: Konstantinos Vahaviolos	Name:
Business Name: VSIX Properties LLC	
Address: 50 Bloomingdale Ave	
Phone: (518) 774-8200	Email: kvahaviolos@gmail.com
Do you currently own property in the City of Johnstown <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please give location(s)	
See Attached Paper	

PROPOSED OWNER, IF DIFFERENT THAN ABOVE	
Name:	Name:
Business Name:	
Address:	
Phone: ()	Email:

INTENDED USE
<input type="checkbox"/> Owner occupied <input checked="" type="checkbox"/> Rental <input type="checkbox"/> Business <input type="checkbox"/> Other: _____
Is demolition planned of any structure on property? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, explain: _____

SBL #	PROPERTY LOCATION
174.8-16-18	9 Prospect Prospect St.

SUMMARY OF IMPROVEMENTS List all improvements proposed to be made on the property and supply an estimate of the cost. If additional space is required, summarize work to be done on this form and attach additional sheets for detailed information.

clean - this offer is pending existing tenants vacating property.

- clean up inside and outside of premise.

- make sure this is within code and clean and habitable

Estimated Total Costs: \$ 5,000 - ?

PROPOSED METHOD Explain how improvements are to be made. This information should include (A) who will do the work (B) how the work will be completed, and (C) a statement outlining the experience of those who will do the work in this kind of project.

- to be determined once inspected the property

A recommendation to accept proposed offer will be made by the Common Council based on the following criteria:

1. The best use of the property.
2. Highest long-term property tax return/benefit to the City.
3. Owner-occupancy or ownership by people living in the immediate area.
4. Probability of owner to complete proposed improvements and maintain the property.
5. Benefit to neighborhood condition, appearance and property values.

I swear under penalties of perjury that I have completed this request to acquire city owned property completely and accurately. I acknowledge that this information is being provided to a public official and is a matter of public record. I also understand that the failure to complete the questions completely and accurately could result in rejection of the application, disqualification as a potential purchaser, and subject me to civil and criminal remedies.

Proposed Purchaser Signature(s):

DATED: 4 / 10 / 2025



DATED: / /



SBL #	PROPERTY LOCATION
174.8-16-18	9 Prospect St.

MEMORANDUM OF PURCHASE

BE IT KNOWN, that the:

Proposed Purchaser, Konstantinos Vahaviolos / VSI Properties LLC, residing at
50 Bloomingdale Ave Johnstown

; and

Proposed Purchaser, _____, residing at

hereby offer the amount of \$ 1,000 ^{once tenant vacate premise} to purchase the above-entitled property from the City of Johnstown.

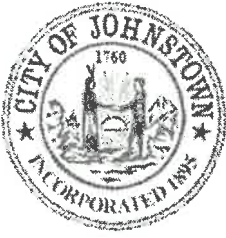
This offer is being made to the City of Johnstown, New York in the form of a written proposal for purchase, improvements and maintenance of the aforesaid property. I / We understand and agree that my / our offer is made subject to and contingent upon said Terms of Sale, a copy of which is attached hereto and made a part hereof and which I / We have signed.

Proposed Purchaser Signature(s):

DATED: 4 / 10 / 2025

Konstantinos Vahaviolos

DATED: / /

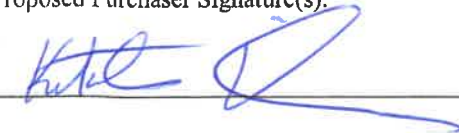


SBL #	PROPERTY LOCATION
174.8-16-18	9 Prospect St.

NON-COLLUSION STATEMENT

1. I am the party of interest. There are no persons, other than those listed, who are financially or beneficially interested in the sale.
2. No public official, officer, agent or employee of the City of Johnstown is interested in the transaction, except: _____, whose position is _____.
3. No collusion with any other purchaser or any public official has taken place.
4. My relationship to the previous owner is: None
5. Listed below is a list of all of the real property that I own in the City of Johnstown or have owned in the last five (5) years in the City of Johnstown :
See Attached paper
6. Listed below is a list of all the real property that I own in the City of Johnstown on which delinquent taxes are due and owing to the City of Johnstown:
None
7. I hereby declare that the City of Johnstown has never taken title to any property owned by me via an In Rem Tax Foreclosure proceeding except:
None
8. If the purchaser is a corporation, state below, identifying by name and address, the major stockholders and the officers of the corporation:
LLC: 50% Konstantinos Vahaviolos
50% Megan
9. I own no property in the City of Johnstown upon which a vacant or abandoned building is located except: _____

Proposed Purchaser Signature(s):



DATED: 4 / 10 / 2025

DATED: / /

CITY OF JOHNSTOWN OWNED PROPERTIES

- 319 W. STATE STREET
- 14 N. MELCHER STREET
- 303 MEADOW STREET
- 45 CHESTNUT AVE
- 2 HAMILTON STREET
- 134 HOOSAC STREET
- 103 N. PERRY STREET
- 106 PLESANT AVE
- 9 GROVE STREET
- 26 BLOOMINGDALE AVE
- 50 BLOOMINGDALE AVE
- 19 HILLSIDE AVE
- 360 W. STATE STREET
- 22 CAYADUTTA STREET
- 21 WHITMORE AVE
- 19 S. PERRY STREET
- 14 AKIN STREET



April 21, 2025

Resolution No. 39, 2025

Council Member Spritzer presented the following Resolution and moved its adoption:

RE-APPOINT TINA K. DIMITRIADIS AS CITY ASSESSOR, SERVING AS AN INDEPENDENT CONTRACTOR

BE IT RESOLVED, that Tina K. Dimitriadis be re-appointed as the City Assessor, serving as an independent contractor, for a term commencing October 1, 2025, and ending September 30, 2030; and be it further

RESOLVED, that Tina K. Dimitriadis currently holds an agreement to provide professional assessment support services, in an amount not to exceed \$30,000.00 for the term of the contract, which is set to expire on September 30, 2025; and be it further

RESOLVED, that no additional compensation or benefits shall be provided for this position beyond the contracted amount.

Seconded by Council Member:

I, the undersigned, attest that the foregoing Resolution was adopted and passed by the Common Council of the City of Johnstown, on this date by the following:

	Yes	No	Abstain	Absent
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor



Resolution No. 40, 2025

Council Member Jeffers presented the following Resolution and moved its adoption:

**AUTHORIZE CONTRACT WITH MJ ENGINEERING AND LAND SURVEYING, P.C.
FOR WEST STATE STREET BRIDGE REPLACEMENT PROJECT**

WHEREAS, the New York State Department of Transportation (NYSDOT) has approved the West State Street Bridge for replacement through grant funding from the Federal Highway Administration and from New York State Marcheselli Funds; and

WHEREAS, the City Engineer advertised in the Leader Herald and Contract Reporter and sent Requests of Interests to 15 consulting firms that are on NYSDOT Region 2 list for Locally Administered Federal Aid Projects; and

WHEREAS, the City of Johnstown has a three (3) member committee to review and select a consulting firm that meets the needs for the City of Johnstown on proposed projects; and

WHEREAS, the City Engineer received interest from nine (9) firms for the project and the selection committee has selected MJ Engineering and Land Surveying, P.C. of Clifton Park to proceed with the project based on their Expression of Interest, attached hereto; and

WHEREAS, the City Engineer recommends that the Common Council approve the consulting firm selected by the selection committee.

NOW, THEREFORE, BE IT

RESOLVED, that the Mayor is hereby authorized to sign a contract agreement with MJ Engineering and Land Surveying, P.C. for the West State Street Bridge Replacement Project located on W. State Street.

Seconded by Council Member:

I, the undersigned, attest that the foregoing Resolution was adopted and passed by the Common Council of the City of Johnstown, on this date by the following:

	Yes	No	Abstain	Absent
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor



Resolution No. 41, 2025

Council Member Hayner presented the following Resolution and moved its adoption:

**AUTHORIZE AN AGREEMENT WITH SOLAR ON EARTH FOR PARTICIPATION
IN THE COMMUNITY SOLAR SUBSCRIPTION PROGRAM**

WHEREAS, the City is committed to identifying cost-saving opportunities for municipal operations while advancing sustainable energy initiatives; and

WHEREAS, Solar on Earth, in partnership with the New York State Energy Research and Development Authority (NYSERDA), is offering participation in a Community Solar Subscription Program, which provides solar energy credits that can be applied directly to the City's electricity bills; and

WHEREAS, the Community Solar Program supports clean, renewable energy production in New York State by allowing municipalities, businesses, and schools to subscribe to solar farms without the need for on-site installation or capital expenditure; and

WHEREAS, participation in the program will provide the City with a steady stream of savings on electricity costs, enhance budget stability, and contribute to the reduction of carbon emissions as part of broader statewide clean energy goals; and

WHEREAS, the proposed Agreement, attached hereto, shall have an initial term of ten (10) years.

NOW, THEREFORE, BE IT

RESOLVED, that Common hereby authorizes the Mayor to sign an agreement with Solar on Earth for participation in the Community Solar Subscription Program.

Seconded by Council Member:

I, the undersigned, attest that the foregoing Resolution was adopted and passed by the Common Council of the City of Johnstown, on this date by the following:

	Yes	No	Abstain	Absent
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESULT	<i>Passed – Failed - Tabled</i>			

Carrie M. Allen, City Clerk

Amy Praught, Mayor

Community Solar Subscription Agreement

Company: [PROJECT CO]	Agreement Effective Date: _____, 2025
Customer/Utility Account Holder:	Project Nameplate Capacity: _____ kW DC
Utility Service Locations: See Exhibit A for additional addresses	Customer Support Contact Information:

1. Introduction.

This Community Solar Subscription Agreement (this “Agreement”) is between _____ (the “Customer”, also sometimes referred to herein as “you” or “your”) and [PROJECT CO], its affiliates, successors and assigns (the “Company”, also sometimes referred to herein as “we”, “us” or “our”) sets forth the terms and conditions allowing you to decrease your utility costs by subscribing to a portion of the electric generating capacity of a utility-approved Community Distributed Generation (defined below) solar garden and receiving Bill Credits (defined below) from the Utility (defined below). “Utility” means the utility service provider listed under Appendix A. Customer and Company shall collectively be referred to herein as the “Parties” and individually as a “Party”.

This Agreement, with the Effective Date as of the date of the last signature, is a legally binding agreement with disclosures required by law, so please read everything carefully. If you have any questions regarding this Agreement, please contact us at the above number.

Your rights and obligations under this Agreement may also be affected by the terms and provisions of the Program, referenced in Section 2 below, which may be obtained from the New York State Public Service Commission (the “PSC”).

2. General Information.

As detailed below, the Utility currently participates in the Community Distributed Generation program whereby the Utility is required to issue credits for a solar garden’s generated solar electricity pursuant to the Utility’s Tariff and program regulations (the “Program”). “Community Distributed Generation” (“CDG”) is a program where qualified solar systems generate energy that equates to credits on the utility bills of participating customers. “Tariff” means the Utility’s terms, conditions, and procedures used to implement the Program, as approved by the PSC, together with any subsequent amendments and approvals thereto. This Program requires the Utility to issue credits on customer bills (the “Bill Credits”) in exchange for receipt of solar electricity from a qualifying Community Distributed Generation facility.

We have constructed or intend to construct a Program-approved Community Distributed Generation facility at the location set forth in Appendix A (the “Facility”). We will interconnect the Facility with the Utility pursuant to the terms of the Tariff, generator interconnection agreement, the Program, or other agreements required to be executed with the Utility (collectively, the “Interconnection and Credit Agreements” or “ICA”). We shall provide you further description of such Facility and notice of assignment to the Project Company on or shortly after the Commercial Operations Date (defined below) of such Facility by updating Appendix A. By executing this Agreement, you agree to allow us to assign this Agreement to any eligible solar facility developed or managed by us (the “Project Company”), as described (or to be described at a future date) in Appendix A.

Under this Agreement, you will subscribe to a portion of the electric generating capacity of the Facility during the Term (defined below) of this Agreement in order to receive Bill Credits from the Utility on your electric bill (the “Solar Interest”), and your community solar subscription will be managed by the Project Company’s “CDG Manager” which means the Person, which may be us, that manages the subscribers of the CDG Facility. _____ shall be the designated CDG Manager as of the date of the Agreement.

Community Solar Subscription Agreement

3. Term.

- a. **Term.** The term of this Agreement shall commence on the Effective Date and shall be in effect until ten (10) years after the Facility's Commercial Operations Date ("Initial Term"). Following the Initial Term, this Agreement shall be automatically extended for one (1) ten (10)-year term and one (1) five (5)-year term (collectively, with the Initial Term, the "Term") under the same terms and conditions herein, unless earlier terminated in accordance with this Agreement, in which case the Term shall expire on the effective date of such early termination. "Commercial Operations Date" means the date on which the Facility generates electric energy on a commercial basis and is interconnected to the local electrical distribution system as approved by the Utility. Such date shall be specified by us in Appendix A. If the Commercial Operations Date is not known by the Effective Date, we will provide you with notice of the Commercial Operations Date once known ("COD Notice"). The COD Notice shall be automatically incorporated into this Agreement without the need for additional consent or signature of the Parties. In the event any information within Appendix A changes upon the Commercial Operations Date, the COD Notice shall set forth such changes.
- b. **Initial Accrual of Bill Credits.** The Utility shall begin allocating Bill Credits to you upon the date (the "Eligibility Date") by which all of the following shall have occurred: (1) the Commercial Operations Date has been reached; (2) the Utility has received our membership information list, which includes your information, (the "Membership Information List"), and (3) you have been approved by the Utility (see Section 4). We may update your Solar Interest from time to time to allocate excess solar electricity generated by the Facility.

4. Acknowledgments Regarding the Program.

- a. **Program Limitations and Requirements.** The Program imposes certain requirements and limits on participation in the Program (such limits, the "Program Limitations") as further described in Appendix B and incorporated into this Agreement.
- b. **Subscription Contingent on Utility Allocation.** Your subscription is contingent upon and subject to the Utility's acceptance and allocation of Bill Credits to your Customer Account. "Customer Account" means Customer's account with the Utility for a location served by the Utility, and which must be in a rate class that is eligible as a CDG satellite account, also known as an eligible CDG participating customer location, under the Program. During the Term of this Agreement, (i) if for any reason the Utility refuses to allocate a portion or all of the Bill Credits to your Customer Account on a temporary basis, this Agreement shall remain in full force and effect, but we shall promptly refund any amount you paid for such Bill Credits which the Utility refused to credit to your Customer Account, and (ii) if for any reason the Utility refuses to allocate the Bill Credits to your Customer Account on a permanent basis, either Party may terminate this Agreement by written notice to the other Party. Notwithstanding anything to the contrary, this Section 4(b) does not apply if (i) the Utility refuses to allocate Bill Credits to you based on your failure to pay your Utility bill or (ii) you are in breach of this Agreement.
- c. **Additional Requirements.** You acknowledge that, in connection with this Agreement, you must first satisfy our credit requirements, which are subject to change and not contained in this Agreement. We may terminate this Agreement if we determine that you are ineligible to participate in the Program and/or fail to satisfy our credit requirements.

5. Customer Subscription.

- a. **Capacity Subscribed.** Commencing on the Eligibility Date and continuing throughout the Term, you agree to subscribe 90% of your capacity. After verifying your prior twelve-month usage or estimated usage with the Utility, we shall notify you of your Capacity within the updated Appendix A. "Capacity" means the

Community Solar Subscription Agreement

amount of energy you are subscribing to under this Agreement as detailed under Appendix A, expressed in kilowatts (kW).

- b. Determination of Solar Output. During the Term of this Agreement, the Utility will record the amount of solar electricity generated at the Facility and delivered to the Utility meter each month (the "Facility Solar Output"). You acknowledge the measurement of the Facility Solar Output shall be based upon readings at the Utility Meter. The Utility will then multiply the Facility Solar Output by your Portion to arrive at the "Customer Solar Output" for that month in kilowatt hours (kWh). "Customer Solar Output" means the portion of the Facility solar energy production allocable to the Customer measured in kWh. The month over which such solar energy is measured is referred to herein as the "Production Month." "Portion" means your Capacity expressed as a percentage of the total capacity of the Facility. Your Portion may be updated periodically prior to the start of receiving Bill Credits due to changes in production data.
- c. Bill Credit Calculation. Bill Credits are calculated by the Utility based upon the terms and conditions of the Program. You acknowledge and agree that our sole obligation regarding payments is to request and use commercially reasonable efforts to require the Utility to deliver Bill Credits to you. We will provide the Utility with your information so that the Utility can post the appropriate amount of Bill Credits to your electric bill, pursuant to the allocations shown in the Membership Information List. Bill Credits to be applied on your electric bill are calculated using the Bill Credit Rate multiplied by your Customer Solar Output based upon the reading. "Bill Credit Rate" means the value of the distributed energy resources rate applicable to your service classification in effect at the time of energy generation (in \$/kWh) and may be periodically revised by the Utility based upon variations in the Utility's rate components from time to time. You understand the Bill Credits received by you for a particular Production Month will be reflected on your monthly electric bill as a monetary credit amount and not as an electricity quantity, and there may be a delay of up to three months after the Production Month in which the Bill Credits appear on your electric bill.
- d. Title: Environmental Attributes and Tax Incentives Excluded. We have title to the Facility and all solar panels. You are not entitled to any ownership interest in any portion of the Facility, nor access to the Facility for any purpose. You acknowledge and agree that your Solar Interest does not include any Environmental Attributes associated with the Facility, and you agree that you will not claim any Environmental Attributes. "Environmental Attributes" means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) all environmental and renewable energy attributes and credits, renewable energy certificates of any kind and nature resulting from or associated with the Facility and/or its electricity generation, (ii) government financial incentives, (iii) greenhouse gas offsets, (iv) investment tax credits (including any grants or payments in lieu thereof), tax deduction, incentives or depreciation allowances established under any federal or state law, and (v) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar energy generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the Facility and/or its electricity generation.
- e. Taxes. You shall be responsible for any applicable sales, use, import, excise, value added, or other taxes or levies (other than our income taxes) associated with this Agreement.
- f. Excess Bill Credit Distribution. "Excess Bill Credits" means additional Bill Credits allocated to your Customer Account by the Utility, which shall temporarily increase the regular Bill Credit distribution associated with your Customer Solar Output. We may at any time direct the Utility to apply Excess Bill Credits to your Customer Account if not in violation of Program Limitations. You agree to pay us ninety percent (90%) of any Excess Bill Credits received by you in accordance with this Section. If you or the Project are enrolled in Net Crediting, such amount shall be included on your subsequent Utility bill. If you or the Project are not enrolled in Net Crediting, or such amount will be on the subsequent Invoice (as defined below) and paid in accordance with Section 6.

Community Solar Subscription Agreement

6. Payment

- a. **Bill Credit Amount.** The Company's Bill Credit Amount for each month is (i) ninety percent (90%) of the Bill Credits attributable to the Customer's Solar Output for the prior Production Month plus (ii) Excess Bill Credit Distributions, which shall mean ninety percent (90%) of the Excess Bill Credits received by you, if applicable under Section 5(f).
- b. **Net Crediting.** Notwithstanding the foregoing, Company may elect to have Customer's Bill Credit Amount deducted from the value of Credits allocated to Customer's Utility bill pursuant to the State of New York Public Service Commission's Net Crediting Program, and the Net Credit (representing the net value of Customer's Credits under this Agreement) will be reflected on the Utility Bill. In the event that Company makes such election, Customer will not otherwise receive a monthly invoice from Company in accordance with Section 6(c) and 6(d). Customer agrees to timely pay all undisputed charges billed by Utility and reflected on the Utility bill associated with the Customer Account(s) to which Credits are allocated under this Agreement. Pursuant to this Section 6(b), Customer expressly acknowledges that Utility is responsible for calculating the Net Credit to be applied to Customer's Utility bill under this Agreement, and Company in no way assumes any liability for Customer's utility charges or the performance of any obligations of Utility under the CDG Program other otherwise.
- c. **Invoice for Bill Credit Amount.** If Company does not elect to have the Project or Customer enrolled in the Net Crediting Program outlined above in Section 6(b), then each month following the Eligibility Date, you will electronically receive a monthly statement from us showing the Bill Credit Amount due from you on or about the sixtieth (60th) day after the end of the Production Month upon which such Bill Credit Amount is based including any previous balance and late fee, if applicable (the "Invoice"). The Invoice shall be based on readings from the Utility Meter. In the event the Utility does not provide Utility Meter readings at all or on a timely basis, the Invoice shall be based on readings at the Facility Meter. "Facility Meter" means our electric meter located at the Facility and used to measure the solar electricity generated at the Facility. You shall pay all invoiced amounts owed to us within thirty (30) days of the date of the Invoice. All invoices shall be paid by the Company by Automated Clearing House (ACH) wire transfer in immediately available funds to the account designated by us. Upon Company's request, you will provide us the necessary payment information. You agree to inform us of any changes to your payment information within ten (10) days of any change. Any late payments shall be subject to late fees.
- d. **Records and Audits.** Each Party shall keep, for a period of not less than three (3) years after the date of each Invoice, records sufficient to permit verification of the accuracy of billing statements, charges, computations and payments reflected on such Invoice. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to such Invoice during the other Party's normal business hours. We shall, at your request (such request to not occur more than once annually), provide documentation of the amount of electricity generated by the Facility and/or the calculation of the Bill Credit Amounts and Bill Credit calculations, as applicable, provided that you provide us with your Utility bills for the time in question.

7. Customer Information.

Within ten (10) days of any request therefor by the Utility or us, you will provide to the Utility or us all applications, documentation and information required by the Utility to evaluate your qualification and eligibility for participation in the Program. You further agree to execute the Consent to Disclose Utility Customer Data set forth in Appendix C. We may use your customer information you provide in Appendix A for reporting purposes to governmental entities and as outlined in Appendix C. To help us carry out the terms of this Agreement and interact with the Utility in regard to requirements of the Program, you agree that we have permission to submit to the Utility and/or obtain from the Utility your customer information listed in Appendix A, and usage information.

Community Solar Subscription Agreement

8. Changes in Location and Capacity.

a. Change in Location.

- i. **Advance Notice.** You agree to provide us with one hundred eighty (180) days advance notice if you are moving and intend to close your Utility account, or of any other change which may cause you to not be the Utility's customer at the Utility Service Location.
- ii. **New Eligible Service Location within same Utility Service Territory.** If you change your Utility Service Location, this Agreement shall continue for the new location if: (i) the billing meter at the new location is within the same service territory as the Utility serving the associated Facility or another one of our facilities that has available capacity, and (ii) you are established as the customer of record for electric service with the Utility at the new location. You shall take all steps and provide all information required by the Utility under the Program to substitute your new service location as the Utility Service Location under this Agreement, and this Agreement shall continue in force and effect. We will update the Membership Information List. After the Utility has verified eligibility and accepted the updated Membership Information List, you will continue to receive Bill Credits in accordance with the terms of this Agreement. We shall update Appendix A with your new Utility Service Location, without the need for additional consent or signature.
- iii. **Other Termination of Utility Service.** If you cease to be a Utility customer at the Utility Service Location and your new service location is not eligible to participate in the Program at our Facility or another one of our facilities that has available capacity, we may terminate this Agreement pursuant to Section 10(f).

b. Change in Capacity. In accordance with Program Limitations, we may change your Capacity from time to time in the event your electrical usage changes.

- i. **Competitive Supply.** Should you choose to purchase competitive energy supply instead of energy supply through your utility and such competitive energy supply company offers bill consolidation, you must consolidate the competitive energy supply onto your utility bill within 90 days of signing your contract with the competitive energy supply company. If such company offers bill consolidation and you do not consolidate the competitive energy supply onto your utility bill, you will be charged a Capacity Reduction Fee equivalent to your Percentage Allocation times the Total Facility Nameplate Capacity in kW AC, minus your New Percentage Allocation (as defined below) times the Total Facility Nameplate Capacity in kW AC, times \$40.00. The term "New Percentage Allocation" shall mean your updated allocation calculation based on your reduction in capacity.
- c. **Transfer to a Replacement Customer.** You may be permitted to transfer all of your Capacity to a replacement customer as long as (i) such transfer is made in compliance with all terms and conditions of the Program, including Program Limitations; (ii) the replacement customer is eligible under the Program; (iii) you have no outstanding obligations in connection with your Customer Account or payments due under this Agreement; (iv) the replacement customer satisfies our credit requirements; and (v) you obtain our prior written consent, which consent may be withheld in our reasonable discretion. As a condition of any such transfer, you and the proposed transferee shall provide us with all requested documentation and information related to the transfer, and confirmation of qualification by the Utility to participate in the Program. Upon execution of a new agreement with the replacement customer, this Agreement will terminate with no further liability.

9. Your General Agreements.

In connection with this Agreement you represent, covenant, and agree that:

- a. The Customer Information you provide in Appendix A is accurate and that you are eligible to participate in the Program.

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- b. You agree to keep your Customer Account for the Utility Service Location in active and current status and pay your electric bill on time. You agree to make no claim against us, our affiliates, or assigns for amounts which may be payable to you from the Utility under the Program or in connection with this Agreement.
- c. You have not granted or placed or allowed others to place any liens, security interests, or other encumbrances on the Bill Credits, and you will not do so during the Term of this Agreement.
- d. You agree to the conditions and obligations set forth in Appendix D.

10. Termination.

- a. Termination of Program. In the event the Utility ceases to offer the Program or a comparable substitute, or in the event that there is a change in the Program such that you are no longer eligible to participate in the Program, then either Party may terminate this Agreement after you cease to receive Bill Credits.
- b. Termination for Failure to Receive Bill Credits. Once the Utility begins issuing bill credits to You, in the event the Utility stops applying Bill Credits to Your bill (the "Potential Termination Event"), and you provide written notice to the Utility and the Company (the "Notice") and an opportunity for the Utility and Company to cure the Potential Termination Event and the Potential Termination Event continues for more than sixty (60) days after the Notice, You may terminate this Agreement.
- c. Termination Based on Lease. If the lease where the Facility is located is terminated for any reason and not subsequently reinstated, this Agreement will terminate at such time without liability to either Party.
- d. Termination Based on Our Default. You may terminate this Agreement if we materially fail to fulfill any of our obligations as expressed in this Agreement, and such failure continues for more than sixty (60) days after written notice from you of such failure. To terminate this Agreement in accordance with this Section, you may not have any uncured material default at the time of such termination.
- e. Termination Based on Your Default. You will be in material default of this Agreement and we may terminate this Agreement for your material default should any of the following occur:
 - i. You fail to make any payment when due under this Agreement and such failure continues for a period of sixty (60) days after written notice from us.
 - ii. Any of the representations set forth in this Agreement shall be or become untrue, or you fail to fulfill any of your other material obligations as expressed in this Agreement, and such failure continues for more than sixty (60) days after written notice to you of such failure.
 - iii. You fail to pay your Utility bills on a timely basis and such failure continues for more than ten (10) days after written notice to you of such failure by Utility, your Customer Account is closed without providing us notice as set forth in this Agreement, or you assign or transfer this Agreement without our prior written consent.
 - iv. You become insolvent, file for bankruptcy, or make an assignment for the benefit of your creditors, or an involuntary bankruptcy petition is filed against you.
- f. Force Majeure. "Force Majeure" means any event or circumstance not within the reasonable control of either Party which precludes the Party from carrying out, in whole or in part, its obligations under this Agreement. If a Force Majeure event occurs, the affected Party shall not be deemed to be in default during the Force Majeure event, provided that: (i) it gives written notice within thirty (30) days describing the occurrence and the anticipated period of delay; (ii) no obligations of the Party which were to be performed prior to the Force Majeure shall be excused; and (iii) the affected Party shall use commercially reasonable efforts to remedy the Force Majeure. If any Force Majeure lasts longer than ninety (90) days, and a Party determines in good faith that such Force Majeure substantially prevents, hinders or delays the performance of any of its obligations, then either Party may upon written notice terminate this Agreement without further liability, except that neither Party shall be relieved from any payment obligations arising under this Agreement prior to the Force Majeure.

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- g. **Termination.** You may (i) cancel any automatic renewal of this Agreement, including renewal of the Initial Term, with no Termination Fee upon at least one hundred eighty (180) days prior written notice to us (the "Cancellation Period"); or (ii) terminate this Agreement with one hundred eighty (180) days prior written notice to us (the "Notice Period") and pay a fee to cover the cost of your replacement, equal to your Percentage Allocation times the Total Facility Nameplate Capacity in kW AC times \$20.00 (the "Termination Fee"). The Cancellation Period or the Notice Period shall be considered, as applicable, the "Termination Period." During any Termination Period, you shall remain allocated to the Project and responsible for payment of all Bill Credits received by you until such time as a creditworthy replacement customer, determined solely by Company, is approved or the end of such Termination Period, whichever occurs first. For the avoidance of doubt, you may seek to terminate this Agreement at any time in accordance with this Section; however, you agree to remain allocated to the Project until the earlier of: (i) the Termination Period, or (ii) a creditworthy replacement customer is allocated to the Project. To the extent a creditworthy replacement customer is not approved prior to the end of the Termination Period, but you have paid for all outstanding Bill Credits allocated to you by the Project and have paid any applicable Termination Fee, you will be removed from the Project and released from any further obligations or responsibilities pursuant to this Agreement. Should a creditworthy replacement customer be allocated to the project prior to the end of the Notice Period, the Termination Fee will be waived. Should Customer assign the contract to a replacement customer, accepted solely at the Company's reasonable discretion and prior to the end of the Notice Period, the Termination Fee will be waived. Should you fail to provide adequate notice of termination in accordance with this Section or close your Utility account before the Notice Period has expired, you shall be responsible for paying the Termination Fee and for payment of all Bill Credits that would have been received during the Notice Period: YOU ACKNOWLEDGE AND AGREE THAT ACTUAL DAMAGES FOR SUCH TERMINATION WOULD BE DIFFICULT OR IMPOSSIBLE TO ASCERTAIN, AND THAT SUCH TERMINATION FEES ARE INTENDED TO ESTABLISH LIQUIDATED DAMAGES FOR SUCH TERMINATION AND ARE NOT INTENDED AS A PENALTY.
- h. You agree to pay the Termination Fee within thirty (30) days of your receipt of notice from us terminating this Agreement. Subject to the limitations set forth in this Agreement, each Party reserves and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement.

11. Dispute Resolution.

- a. **Complaints.** For any concerns or complaints regarding this Agreement, please contact for the New York State Department of Public Service at 1-833-940-1893 and notify the Company. We shall acknowledge such complaint within two (2) business days of our receipt and respond within fourteen (14) days thereof whether in writing or by phone call. We shall keep a record of all customer concerns or complaints.
- b. **Dispute Resolution.** If you dispute the amount of any Bill Credit Amount due under this Agreement, you shall within ninety (90) days after the billing period upon which such dispute is based provide us written notice explaining the dispute, along with documentation sufficient to support your claim, or you shall be deemed to have waived your dispute. Any dispute between you and us arising out of or relating to this Agreement (a "Dispute") shall in the first instance be addressed by taking the following steps: (1) informal negotiations between you and us following an exchange of written notice of and response to said Dispute and for a period of time not to exceed forty-five (45) days unless extended by mutual agreement; and if not resolved by negotiations, then (2) such Dispute shall be finally settled through litigation in a United States District Court in New York, or if such court does not have jurisdiction over such Dispute, in the Supreme Court of the State of New York. For such purposes, each Party irrevocably submits to the jurisdiction of such courts (or, if such courts do not have or decline to exercise such jurisdiction, then any United States federal court of competent jurisdiction) and waives its right to any jurisdictional defense that such litigation is brought in an inconvenient forum. Neither you nor we will notify the Utility of any such Dispute until after you have provided us with such notice of Dispute and our forty-five (45) day response period, and any agreed extension, has ended. Following that period, you may contact the Utility regarding any unresolved Dispute to the extent it involves the amount of any Bill Credits you believe are due to you.

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- c. **Choice of Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.
- d. **Jury Waiver.** EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN ANY COURT IN ANY JURISDICTION BASED UPON OR ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION OR DOCUMENT RELATED TO THIS AGREEMENT.

12. Notices.

In the event that any notice or other communication is required or permitted to be given hereunder, such notice or communications will be in writing and may be delivered in person or sent by certified mail, overnight courier, sent electronically receipt requested to the address of the addressee as specified below. Except as otherwise provided, all such notices or other communications will be deemed to have been duly given and received upon receipt.

To Us:	[PROJECT CO] Attn: Asset Management Email: with a copy to:
Financing Party	N/A
To You:	

We may, at our option, engage a third-party service provider to manage our obligations and communications pursuant to this Agreement. Any notice, consent or other communication from such third-party provider shall be as effective as if provided directly by us.

13. Additional Agreements.

- a. **Confidentiality.** You agree to keep the terms of this Agreement in strictest confidence and trust and to not disclose the terms hereof to any other entity or person (other than an affiliated company) or use, disseminate, or otherwise distribute any such information for your benefit or for the benefit of another, except for the limited purpose of facilitating the business relationship with us and the transactions contemplated herein or as required by law. We will take care to preserve your privacy expectations, including by not publicly disclosing your information. Your information shall not be disclosed to third parties, other than to the Utility, CDG manager, or governmental authorities in connection with the Program, unless you have provided explicit informed consent or such disclosure is in accordance with this Agreement or compelled by law.
 - i. **Goodwill and Publicity.** Company agrees not to disclose any Customer information in connection with Company's marketing and promotional materials without the prior written consent of Customer in each instance. Customer agrees not to use Company's name, logo, trademark, trade name, service mark, or other Company intellectual property in any marketing or promotional materials without the prior written consent of Company in each instance. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use and to help ensure that Environmental Attributes

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will be certified by Green-e® or a similar organization, Customer shall submit to Company for approval any press releases regarding this Agreement and shall not submit for publication any such releases without the prior written approval of Company.

- ii. **Return of Confidential Information.** Upon request by the disclosing Party, the receiving Party shall promptly return or destroy the originals and all copies in all media of all documents containing Confidential Information of the disclosing Party then in the recipient Party's possession or control (including all electronically stored copies), except as may be required to be retained by law. Notwithstanding the foregoing, the Receiving Party shall not be required to return to Disclosing Party or destroy those copies of Confidential Information residing on Receiving Party's backup, disaster recovery or business continuity systems and the obligations hereunder with respect to such Confidential Information shall survive until such Confidential Information is destroyed under its normal retention schedule.
 - iii. Any such Confidential Information retained by the recipient Party hereunder shall remain subject to the confidentiality obligations of this Agreement. If the disclosing Party requests that Confidential Information be destroyed, an authorized representative of the recipient Party shall certify the same has been completed in writing to the disclosing Party within ten (10) days of such request.
 - iv. **Equitable Relief.** The recipient Party acknowledges that disclosure or use of Confidential Information of the disclosing Party in violation of this Agreement may cause irreparable harm to the disclosing Party for which monetary damages may be an inadequate remedy and difficult to ascertain. The recipient Party therefore agrees that the disclosing Party shall have the right to seek injunctive or other equitable relief for any violation of the confidentiality provisions of this Agreement by the recipient Party, in addition to any other rights and remedies that the disclosing Party may have at law.
- b. **Service Contract.** Your community solar subscriber benefits under this Agreement, including the Bill Credits related to your Solar Interest, will be treated as a service contract under Internal Revenue Code Section 7701(e), and its various subparts.
- c. **DISCLAIMERS OF WARRANTIES:** WE DO NOT WARRANT OR GUARANTEE ANY MINIMUM PRODUCTION, SOLAR OUTPUT, OR BILL CREDIT AMOUNT. DURING THE TERM, YOUR ALLOCATION OF BILL CREDITS MAY VARY DUE TO WEATHER CONDITIONS, OUTAGES AT THE FACILITY OR ON THE UTILITY GRID, OR FOR OTHER REASONS. WE DO NOT SELL, TRANSMIT OR DISTRIBUTE SOLAR ELECTRICITY TO YOU UNDER THIS AGREEMENT. WE DO NOT PROVIDE YOU WITH OWNERSHIP OF, OR ANY INTEREST IN, ANY SOLAR PANELS, UTILITY INCENTIVES, TAX INCENTIVES, ENVIRONMENTAL ATTRIBUTES, OR RENEWABLE ENERGY CREDITS UNDER THIS AGREEMENT, ALL OF WHICH WILL BE OWNED BY US AND USED BY US AS WE MAY DETERMINE FROM TIME TO TIME. WE DO NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE FACILITY OR ANY PART THEREOF. WE DO NOT REPRESENT OR WARRANT THAT THERE WILL BE NO CHANGES TO THE TARIFF OR THE PROGRAM OR THE BILL CREDIT RATE, OR THAT THE UTILITY WILL NOT MAKE ANY CORRECTIONS OR ADJUSTMENTS TO METER READINGS. WE DO NOT REPRESENT OR WARRANT THAT ANY CHANGE TO STATE OR FEDERAL LAW OR CHANGES TO THE UTILITY TARIFF OR THE PROGRAM WILL NOT ADVERSELY AFFECT YOU OR WILL NOT CAUSE YOU TO BE INELIGIBLE FOR THE PROGRAM. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY AUTHORIZED REPRESENTATIVE OF THE COMPANY SHALL CREATE A WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE DO NOT MAKE ANY WARRANTY OR GUARANTEE TO YOU, EXPRESS, IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, AND ASSUME NO OTHER LIABILITIES, WHETHER IN CONTRACT OR IN TORT, WITH RESPECT TO THE SUBJECT MATTER HEREOF OR IN CONNECTION HERewith, AND YOU HEREBY DISCLAIM, WAIVE AND RELEASE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED OR IMPOSED BY LAW INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THESE LIMITATIONS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT.

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- d. LIMITATION ON DAMAGES: Notwithstanding any other provision of this Agreement to the contrary, except as provided in Section 10h, the entire liability of either Party to the other for any and all claims of any kind arising from or relating to this Agreement, including any causes of action in contract, tort, strict liability or otherwise, will be limited to direct actual damages only, subject in all cases to an affirmative obligation of a Party to exercise commercially reasonable efforts to mitigate its damages. Notwithstanding the foregoing, our liability to you will in no event exceed the amount paid by you to us under this Agreement in excess of the Bill Credits you have received under this Agreement. We shall have the right to set-off and net against any amounts owed to us by you under this Agreement.
- e. Assignment. We may assign this Agreement, or any of our rights, duties, or obligations under this Agreement, to another entity or individual, including any affiliate, whether by contract, change of control, operation of law, collateral assignment or otherwise, without your prior written consent. We may in our sole discretion, from time to time, transfer you to another affiliated Facility, provided that you receive similar rights and benefits as provided hereunder. We shall provide you with written notice of such transfer and an updated Appendix A with the new Facility information. Such updated Appendix A shall be deemed to be added to this Agreement and such transfer may be made without the need for additional consent or signature of the Parties. You may not assign this Agreement or any interest herein, without the prior written consent of us (except pursuant to a merger, consolidation, reorganization, or a sale of substantially all of your assets, for which no consent is required); provided, however, that we shall not unreasonably withhold, condition or delay our consent for you to transfer your interest in this Agreement to another party with a credit rating that is equivalent or better than yours and who agrees to comply with and assume all provisions under this Agreement.
- f. Survival. In the event of expiration or early termination of this Agreement, the following sections shall survive: Sections 10 (Termination), 11 (Dispute Resolution), and 13 (Additional Agreements).
- g. Entire Agreement. This Agreement, together with its appendices and exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.
- h. Severability. Should any terms of this Agreement be declared void or unenforceable by any arbitrator or court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect for the parties as the original terms and the remainder of this Agreement will remain in full force and effect.
- i. No Partnership. Each Party is an independent entity. Nothing contained in this Agreement will constitute either Party as a joint venture, employee, or partner of the other, or render either Party liable for any debts, obligations, acts, omissions, representations, or contracts of the other, including without limitation your obligations to the Utility for electric service.
- j. Amendments; Binding Effect; Waiver. Except as otherwise permitted in this Agreement, this Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by all Parties to this Agreement or their respective successors in interest. This Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns. No waiver of any provision of this Agreement will be binding unless executed in writing by the Party making the waiver.
- k. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart.
- l. Further Assurances. From time to time each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other Party and shall take any other action consistent with the terms of this Agreement that may be reasonably requested by the other Party for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. No Party shall unreasonably

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withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

[Signatures on Following Page]

Community Solar Subscription Agreement

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

[PROJECT CO]

By: _____
[Signature]

Name: _____
[Print]

Title: Manager
[Print]

By: _____
[Signature]

Name: _____
[Print]

Title: _____
[Print]

List of Appendices to Agreement

Appendix A: Customer and Facility Information

Appendix B: Program Limitations

Appendix C: Consent to Disclose Utility Customer Data

Appendix D: Certain Agreements for the Benefit of the Financing Parties

Community Solar Subscription Agreement

Appendix A

Customer and Facility Information

(This Appendix will be completed by us and an updated copy of this Appendix will be provided upon the later of (i) the Commercial Operations Date and (ii) thirty (30) days after the Effective Date of this Agreement.)

Customer Name: _____

Email: _____

Phone: _____

Utility: National Grid

	Address	Account #	Capacity (kW & kWh)	Portion (% of Facility capacity)
Utility Service Location 1				
Utility Service Locations	_____			

Estimated Initial Annual Solar Output: _____

Facility Name: _____

Facility Location: _____

Total Facility Nameplate Capacity (kW): _____

Commercial Operations Date: _____

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Appendix B

Program Limitations and Requirements.

- a. **Program Limitation.** The Program Limitations include the following: (1) your Capacity shall not exceed an amount sufficient to produce kWh in excess of one hundred percent (100%) of your electrical energy consumption during the most recent 12-month billing period, (2) your Capacity must produce a minimum of 1,000 kWh per year, and (3) your Utility Service Location must be within the Utility service territory in which the Facility is located. You agree that the Estimated Initial Annual Solar Output from your Capacity as set forth in Appendix A shall not exceed the Program Limitation. "Estimated Initial Annual Solar Output" means the Solar Output estimated to occur during the 12-month period following the Commercial Operations Date. You also acknowledge that your participation (or the participation of others at the same Utility Service Location) in other Utility programs relating to renewable energy payments, credits or rebates may further limit the Portion, Bill Credits or Capacity which you can receive, or which may be attributed to you in connection with this Agreement and the Program. You agree that we are not obligated to request, and that the Utility is not obligated to make any payment or provide Bill Credits to the extent your Capacity exceeds the Program Limitation. We reserve the right to decrease your Capacity in order to maintain your compliance with the Program Limitation. You acknowledge that the Program Limitation set forth in this Section is derived from the Program, and that this Agreement will be deemed automatically amended to incorporate any changes to corresponding provisions in the Program.

- b. **Program Requirements.** To participate in the Program, you must in addition to other applicable requirements (i) be and remain a customer of the Utility for electric service throughout the Term of this Agreement, (ii) assist in designating your Customer Account to which the Utility can post Bill Credits (which shall be at the Utility Service Location shown in Appendix A unless changed pursuant to the Agreement), and (iii) be and remain in compliance with all requirements of this Agreement and the Program throughout the Term of this Agreement.

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Appendix C

Consent to Disclose Utility Customer Data Utility:

Please provide the following information. All requested information must be provided for the consent to be valid.

Authorized Recipient of Data:

Physical Address:

Phone:

Email:

Data to be Released:

Utility, denoted above, will provide to [PROJECT CO], the CDG Manager, and/or its affiliates, via an (electronic) data exchange processes or otherwise, initial and ongoing account information. This information exchange will include, but is not limited to: account number, address, contact information, kWh consumption history, revenue billing period, present meter reading, present meter reading date, account status (active / inactive), disconnect date of account, total monthly electric bill amounts, total monthly bill credits, billing rate code and other information as necessary ("Customer Data").

As a customer of [PROJECT CO] and subscriber in the Community Distributed Generation program, I further understand that the data furnished will only be used by [PROJECT CO] or its affiliates to adequately manage your Solar Subscription, perform [PROJECT CO]'s obligations under any Customer Agreement and maintain compliance with the Program.

[PROJECT CO] and its affiliates may not use any of my identified information for any other purpose and will keep my information confidential in accordance with the terms of the Customer Agreement.

Disclosure dates: Up to one month prior to the date this document was executed, as evidenced below, and the continual release and export of Customer Data until such consent is terminated as provided herein.

To be Completed by Utility Customer:

I agree that I am the Utility customer of record for my utility account. I understand that Utility has a policy regarding disclosure of my Customer Data and I accept that policy. Furthermore, I understand that disclosure of my Customer Data by Utility may also be required by law or if I authorize its disclosure.

I agree to allow Utility to release to [PROJECT CO] and its affiliate, Customer Data described above for the purposes described above. I understand and agree that such data may reveal information about the way I use energy at my premises.

I understand that once my Customer Data has been provided to [PROJECT CO], the Utility will have no control over and no responsibility for [PROJECT CO]'s use of the data.

This consent shall terminate upon termination of the customer agreement between [PROJECT CO] and you.

By my signature, I affirm that I am customer of record and that everything in this document is true and correct. The undersigned and agree that may make agreements with me by electronic means. I agree that this consent, whether in paper or electronic form, has the same legal effect and is authentic and valid. Furthermore, I agree to receiving information and other communications relating to my consent in electronic form. By applying a signature below, I agree to the above terms and conditions governing my consent.

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By way of electronic signature below, I am agreeing to all terms of this request. I have read, understand, accept and agree to the terms herein above associated with this Consent to Disclose Utility Customer Data.

Utility Electric Account Numbers

Customer Utility Account:

Signature of Utility Customer of Record

Date Signed

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Appendix D

Certain Agreements for the Benefit of the Financing Parties

1. Lender Conditions. In order to finance the development and operation of the System, Company may borrow money or otherwise seek investment from a Lender (as defined in the Agreement). Customer acknowledges that Company may finance the acquisition, development, installation, operation and maintenance of the System with financing or other accommodations from one or more financial institutions and that Company's obligations to the Lender may be secured by, among other collateral, a pledge or collateral assignment of the Agreement and a first priority security interest in the System (collectively, the "Security Interest"). In order to facilitate the necessary financing, Customer consents to Company's granting to the Lender the Security Interest.

Customer acknowledges and agrees that: (i) Customer and all of Customer's rights under the Agreement are and will be subject and subordinate to the Security Interest (and as later modified by any and all renewals, modifications, supplement, amendments, consolidations, replacements, substitutions, additions, and extensions); and (ii) no amendment or modifications of the Agreement is permitted without the Lender's written consent.

2. Lender's Default Rights. If Company defaults under the financing documents with the Lender, the following provisions apply:
 - A. The Lender, through its Security Interest, will be entitled to exercise any of Company's rights and remedies under the Agreement. The Lender will also be entitled to exercise all rights and remedies of secured parties generally with respect to the Agreement and the System.
 - B. The Lender will have the right, but not the obligation, to pay all sums due from Company under the Agreement and to perform any other act, duty, or obligation required of Company, and to cure any default by Company in the time and manner provided by the terms of the Agreement. Nothing requires the Lender to cure any default by Company (a "Company Default") under the Agreement, to perform any act, duty or obligation of Company under the Agreement, unless the Lender has succeeded to Company's rights under the Agreement, but Customer hereby gives Lender the option to do so.
 - C. If the Lender exercises its remedies under the Security Interest, including any sale by the Lender, whether by judicial proceeding or under any power of sale, or any conveyance from Company to Lender (or its assignee) in lieu of sale, the Lender will give Customer notice of the transfer or assignment of the Agreement. If Lender exercises these remedies, it will not constitute a default under the Agreement, and will not require Customer consent.
 - D. Upon any rejection or other termination of the Agreement under any process undertaken with respect to Company under the United States Bankruptcy Code, Customer agrees to enter into a new agreement with Lender or its assignee under substantially the same terms as the Agreement if Lender so requests within ninety (90) days of the termination or rejection of the Agreement.
 - E. At Company's request, Customer agrees to execute and deliver to Lender and Company such acknowledgment consent as may be required by Lender and in which Customer acknowledges and confirms that the legal and beneficial ownership of the System remains in Company, or its affiliate, and that the System is the property of Company, or its affiliate.
3. Lender's Right to Cure. Regardless of any contrary terms in the Agreement:
 - A. Customer will not terminate or suspend the Agreement unless Customer has given the Lender prior written notice of Customer's intent to terminate or suspend the Agreement describing the event giving rise thereto, including any alleged Company Default, and provide the Lender with the opportunity to cure any such Company Default within sixty (60) days after such notice or any longer period provided for in the Agreement. If the Company Default reasonably cannot be cured by the Lender within the period established under the Agreement, and the Lender

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commences and continuously pursues the cure of such Company Default within that period, the period for cure will be extended for a reasonable period of time under the circumstances, but not to exceed an additional thirty (30) days. Company's and Customer's respective obligations will otherwise remain in effect during the cure period.

- B. If the Lender or its lawful assignee (including any Customer or transferee) acquires title to or control of Company's assets and within the applicable time period cures all defaults under the Agreement existing as of the date of such change in control in the manner required by the Agreement and which are capable of cure by a third party, then the Lender or such third party Customer or transferee will no longer be in default under the Agreement, and the Agreement will continue in full force and effect.
- C. At the request of Lender and/or its assignee, Customer agrees to execute and deliver any document, instrument, or statement (but not including any payment) required by law or otherwise as reasonably requested by Lender or its assignee in order to create, perfect, continue, or terminate the security interest in favor of Lender in all assets of Company, and to secure the obligations evidenced by the Security Interest.