

BROOME COUNTY MEMORANDUM

TO: DEPARTMENTAL PERSONNEL PER DISTRIBUTION

**FROM: ANN MARIE SUER, PETER ROSEBOOM;
LAW DEPARTMENT**

DATE: _____ 11/28, 2016

RE: CA 2794 TERM: Addendum #2

Enclosed please find a fully executed copy of the above-captioned agreement for your files. Appropriate vouchers, together with required backup information, in reference to said agreement may now be submitted to Audit & Control to begin processing for payment.

This contract was approved by:

Purchasing on _____

BAC on _____

Res. No. 372 **on** 9/22/16

Enc.

CC: AUDIT & CONTROL

DISTRIBUTION:

DPW



**Amendment to
Solar Power Purchase Agreement (Commercial NY)**

Purchaser:		Seller:	
Name and Address	Broome County 60 Hawley Street Binghamton, NY 13902 Attention: Daniel A. Schofield, Commissioner, Public Works	Name and Address	SolarCity Corporation 3055 Clearview Way San Mateo, CA 94402 Attention: Contracts
Phone	(607) 778-2190	Phone	(650) 638-1028
Fax		Fax	(650) 560-6460
E-mail	dschofield@co.broome.ny.us	E-mail	Contracts@solarcity.com
Facility Ownership	Purchaser owns the Facility		Contractor's License Number NY: No State License Required
Project Name	Broome County North Array		

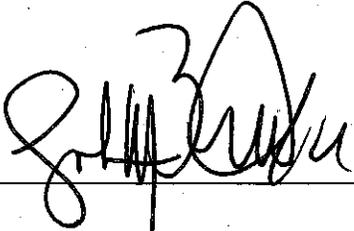
The Solar Power Purchase Agreement dated December 30, 2015 (the "Agreement") between SolarCity Corporation (the "Seller") and Broome County (the "Purchaser") for Broome County North Array is hereby amended, effective when executed by the Parties below, as follows:

1. **Exhibit 1, Pricing Attachment**, is replaced in its entirety with the attached **Exhibit 1, Pricing Attachment**.
2. **Exhibit 2, System Description, Delivery Point and Premises**, is replaced in its entirety with the attached **Exhibit 2, System Description, Delivery Point and Premises**.
3. **Exhibit 4, Sections 13(b)(3)(A) and (B)** are replaced with the following:
 - A. **Purchaser.** If Purchaser is the Defaulting Party and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to the sum of (i) reasonable compensation on a net after-tax basis assuming a tax rate of 35%, for the loss or recapture of (A) the investment tax credit equal to thirty percent (30%) of the System value; and (B) MACRS accelerated depreciation equal to eighty five percent (85%) of the System value, (C) loss of any Environmental Incentives that accrue or are otherwise assigned to Seller pursuant to the terms of this Agreement (Seller shall furnish Purchaser with a detailed calculation of such compensation if such a claim is made), (D) other financing and associated costs not included in (A), (B) and (C), (ii) the net present value of the projected payments (using a discount rate equal to 5%) minus the net present value of the projected expenses and costs of operating and maintaining the System (the "O&M Savings") over the Term post-termination, had the Term remained effective for the full Initial Term, but only to the extent that such O&M Savings are not already otherwise taken into account in the Termination Payment, as reasonably documented by Seller; (iii) removal costs as provided in Section 13(b)(3)(C) and (iv) any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller. The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement. The Termination Payment shall not be less than zero.
 - B. **Seller.** If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser shall be equal to the sum of (i) the net present value (using a discount rate of 9.5%) of the excess, if any, of the reasonably expected cost of electric energy from the Utility over the Contract Price for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable; (ii) all costs reasonably incurred by Purchaser in re-converting its electric supply to service from the Utility; (iii) any removal costs incurred by Purchaser, and (iv) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero.

If a conflict or inconsistency arises between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall prevail.

Broome County:

Signature: _____



Printed Name: _____

John M. Bernardo

Title: _____

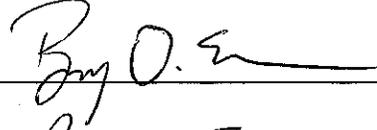
Deputy County Executive

Date: _____

11/29/16

SolarCity Corporation

Signature: _____



Printed Name: _____

BRYAN ELLIS

Title: _____

SVP, FINANCE AND ANALYSIS

Date: _____

NOVEMBER 14, 2016

02937-TAF

Approved as to form
By LD
BROOME COUNTY
ATTORNEY'S OFFICE

Exhibit 1
Pricing Attachment

1. **Term:** Twenty (20) years, beginning on the Commercial Operation Date.
2. **Additional Terms:** Up to two (2) Additional Terms of five (5) years each.
3. **Environmental Incentives Accrue to Seller; and Environment Attributes Accrue to Purchaser.**
4. **Contract Price:**

Contract Year	\$/kWh
1	\$0.0710
2	\$0.0724
3	\$0.0739
4	\$0.0753
5	\$0.0769
6	\$0.0784
7	\$0.0800
8	\$0.0816
9	\$0.0832
10	\$0.0849
11	\$0.0865
12	\$0.0883
13	\$0.0900
14	\$0.0918
15	\$0.0937
16	\$0.0956
17	\$0.0975
18	\$0.0994
19	\$0.1014
20	\$0.1034

Includes ACH invoicing. If manual invoicing is required, a \$25 handling charge will be added to each invoice.

5. **Condition Satisfaction Date:** 180 days after the Effective Date
6. **Anticipated Commercial Operation Date:** May 31, 2017
7. **Outside Commercial Operation Date:** July 31, 2017
8. **Rebate Variance:** All prices in this Agreement are calculated based on a Block 1 monetary incentive (\$0.34/W) from the NYSERDA 2015 Block Incentive Program. If the actual rebate is lower than calculated, prices will be adjusted pro-rata to reflect the actual rebate received.

Exhibit 2

System Description, Delivery Point and Premises

1. **System Location:** 399 Broome Corp Pkwy, Conklin, New York 13748
2. **System Size (DC kW):** 2,791.860 kW
3. **Expected First Year Energy Production (kWh):** 3,272,613 kWh
4. **Expected Structure:** Ground Mount
5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Trina Solar:TSM-310PD14.18	9,006

6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Solectria Renewables:SGI 750XTM	2
Solectria Renewables:SGI 500XTM	1

7. **Includes:**

- SolarCity Solar Power Purchase Limited Warranty,
- SolarCity Performance Guarantee,
- Development design, constructions, installation, ownership, operation and maintenance of the System in accordance with the terms and conditions of this Agreement (including but not limited to: any and all design and engineering, obtaining and complying with all Permits and Approvals (as defined in Section 7.a. of Exhibit 4, and subject to the Permits and Approval Budget), installation, monitoring, rebate application and paperwork processing for the System).
- Any necessary fencing (standard metal mesh),
- Access road design and construction, as well as required grading and ground area clearing inclusive of tree and stump removal as required in array area or shading zone.
- Unforeseen groundwork (including, but not limited to: excavation/circumvention of underground obstacles, upgrades or repair to NYSEG electrical infrastructure, tree removal, tree trimming, maintenance of access road to System in an amount not to exceed \$2,000 per year, maintenance/repair or replacement of fencing and any/all appurtenances, maintenance/repair or replacement of all features within the NYSEG utility corridor and any/all appurtenances), subject to the Site Condition Budget.
- Interconnection of the System to NYSEG's electric distribution system (including, but not limited to: application fees, impact study and NYSEG-required interconnection agreement, subject to the Interconnection Budget).
- Permits and Approval Budget of \$12,000.00

- Interconnection Budget of \$120,000.00
- Site Condition Budget of \$290,000.00

8. Excludes:

- Pricing excludes maintenance of grass or undergrowth within the System area (Purchaser is expected to maintain grass or undergrowth of area).
- Any work with respect to the items specified in the "Includes" section above to the extent such work exceeds the Permits and Approvals Budget, the Interconnection Budget, or the Site Condition Budget (each a "Budget" and collectively the "Budgets"), as applicable.

In order to keep Purchaser apprised of Seller's expenditures under each Budget, Seller shall notify Purchaser in writing whenever the total Budget exceeds 100%. Such notice shall be provided within five (5) days following the exceedance of the applicable percentage. Seller's notice to Purchaser under this Section shall include reasonable supporting documentation and, upon request from Purchaser, Seller provides such additional information as Purchaser reasonably requests. If the cost of any of the work set forth in the Includes section exceeds the applicable Budget for such work, and provided Seller has provided the required notices under this Section, Seller may terminate this Agreement upon 30 days' written notice to Purchaser without further liability to either Party except such liability as arose prior to the date on such notice and except for any costs to restore the Premises to its original condition, which costs shall be borne entirely by Seller. If Purchaser objects to such termination, Purchaser may request that Seller provide either a revised Contract Price or a lump sum invoice to reflect the excess cost of performing such work, and Seller shall provide Purchaser with such revised Contract Price or lump sum invoice. If Purchaser accepts the revised Contract Price or lump sum in writing, the Parties will amend this Agreement accordingly and the Agreement will remain in full force and effect. If Purchaser rejects such revised Contract Price or lump, this Agreement will terminate in accordance with the terms set forth in this paragraph for termination by Seller.

9. Delivery Point and Premises: SolarCity shall attach a preliminary schematic, not for construction, that contains the:

- (i) Premises;
- (ii) System;
- (iii) Utility corridor;
- (iv) Delivery Point; and
- (v) Access points needed to install and service System (site access, electrical room, etc.)

Upon approval by Purchaser pursuant to the terms of this Agreement, SolarCity shall attach hereto:

- Complete construction documents, including plans and technical specifications that contain all above-ground and below-ground improvements necessary for the System; and
- Complete as-built documents, prepared by a licensed surveyor and professional engineer in the State of New York that contain any and all above-ground and below-ground improvements (i.e. utilities, foundations, etc.).

No license or other right of use of any kind is granted to the Purchaser in any documents that are attached to the Agreement pursuant to this provision.



ANTICIPATED POINT
OF INTERCONNECTION

ROAD





Amendment to the Performance Guarantee Agreement (PPA)

Purchaser:		Seller:	
Name and Address	Broome County 60 Hawley Street Binghamton, NY 13902 Attention: Daniel A. Schofield, Commissioner, Public Works	Name and Address	SolarCity Corporation 3055 Clearview Way San Mateo, CA 94402 Attention: Contracts
Phone	(607) 778-2190	Phone	(650) 638-1028
Fax		Fax	(650) 560-6460
E-mail	dschofield@co.broome.ny.us	E-mail	contracts@solarcity.com
Project Name	North Array		

The Performance Guarantee Agreement dated December 30, 2015 (the "Agreement") between SolarCity Corporation (the "Seller") and Broome County (the "Purchaser") for North Array is hereby amended, effective when executed by the Parties below, as follows:

Section 1, C is replaced with the following,

C. "Guaranteed kWh":

True Up Term Years	Guaranteed kWh
Years 1-5	16,200,250
Years 6-10	15,799,274
Years 11-15	15,408,222
Years 16-20	15,026,850

If a conflict or inconsistency arises between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall prevail.

Broome County

Signature: _____

Printed Name: _____

John M. Bernardó

Title: _____

Deputy County Executive

Date: _____

11/29/16

SolarCity Corporation

Signature: _____

Printed Name: _____

BRYAN ELLIS

Title: _____

SVP, FINANCE AND ANALYSIS

Date: _____

NOVEMBER 14, 2016

22737-TAF

Approved as to form.
By
BROOME COUNTY
ATTORNEY'S OFFICE



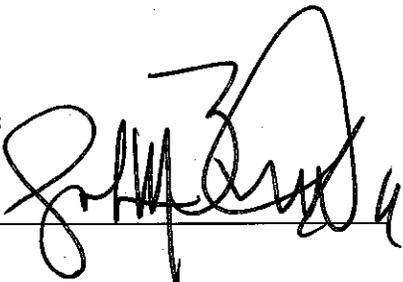
**Amendment to
Solar Power Purchase Agreement (Commercial NY)**

Purchaser:		Seller:	
Name and Address	Broome County 60 Hawley Street Binghamton, NY 13902 Attention: Daniel A. Schofield, Commissioner, Public Works	Name and Address	SolarCity Corporation 3055 Clearview Way San Mateo, CA 94402 Attention: Contracts
Phone	(607) 778-2190	Phone	(650) 638-1028
Fax		Fax	(650) 560-6460
E-mail	dschofield@co.broome.ny.us	E-mail	Contracts@solarcity.com
Facility Ownership	Purchaser owns the Facility		Contractor's License Number NY: No State License Required
Project Name	Broome County South Array		

The Solar Power Purchase Agreement dated December 30, 2015 (the "Agreement") between SolarCity Corporation (the "Seller") and Broome County (the "Purchaser") for Broome County South Array is hereby amended, effective when executed by the Parties below, as follows:

1. **Exhibit 1, Pricing Attachment**, is replaced in its entirety with the attached **Exhibit 1, Pricing Attachment**.
2. **Exhibit 2, System Description, Delivery Point and Premises**, is replaced in its entirety with the attached **Exhibit 2, System Description, Delivery Point and Premises**.
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 - A. **Purchaser**. If Purchaser is the Defaulting Party and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to the sum of (i) reasonable compensation on a net after-tax basis assuming a tax rate of 35%, for the loss or recapture of (A) the investment tax credit equal to thirty percent (30%) of the System value; and (B) MACRS accelerated depreciation equal to eighty five percent (85%) of the System value, (C) loss of any Environmental Incentives that accrue or are otherwise assigned to Seller pursuant to the terms of this Agreement (Seller shall furnish Purchaser with a detailed calculation of such compensation if such a claim is made), (D) other financing and associated costs not included in (A), (B) and (C), (ii) the net present value of the projected payments (using a discount rate equal to 5%) minus the net present value of the projected expenses and costs of operating and maintaining the System (the "O&M Savings") over the Term post-termination, had the Term remained effective for the full Initial Term, but only to the extent that such O&M Savings are not already otherwise taken into account in the Termination Payment, as reasonably documented by Seller; (iii) removal costs as provided in Section 13(b)(3)(C) and (iv) any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller. The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement. The Termination Payment shall not be less than zero.
 - B. **Seller**. If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser shall be equal to the sum of (i) the net present value (using a discount rate of 5%) of the excess, if any, of the reasonably expected cost of electric energy from the Utility over the Contract Price for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable; (ii) all costs reasonably incurred by Purchaser in re-converting its electric supply to service from the Utility; (iii) any removal costs incurred by Purchaser, and (iv) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero.

If a conflict or inconsistency arises between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall prevail.

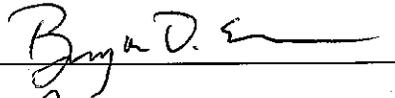
Broome County: 

Signature: _____
Printed Name: John M. Bernardo

Title: Deputy County Executive

Date: 11/29/16

SolarCity Corporation

Signature: 

Printed Name: BRYAN ELIAS

Title: SVP, FINANCE AND ANALYSIS

Date: NOVEMBER 14, 2016
02736-TAF

Approved as to form
By 
BROOME COUNTY
ATTORNEY'S OFFICE

Exhibit 1
Pricing Attachment

1. **Term:** Twenty (20) years, beginning on the Commercial Operation Date.
2. **Additional Terms:** Up to two (2) Additional Terms of five (5) years each.
3. **Environmental Incentives Accrue to Seller; and Environment Attributes Accrue to Purchaser.**
4. **Contract Price:**

Contract Year	\$/kWh
1	\$0.0710
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17	\$0.0975
18	\$0.0994
19	\$0.1014
20	\$0.1034

Includes ACH invoicing. If manual invoicing is required, a \$25 handling charge will be added to each invoice.

5. **Condition Satisfaction Date:** 180 days after the Effective Date
6. **Anticipated Commercial Operation Date:** May 31, 2017
7. **Outside Commercial Operation Date:** July 31, 2017
8. **Rebate Variance:** All prices in this Agreement are calculated based on a Block 1 monetary incentive (\$0.34/W) from the NYSERDA 2015 Block Incentive Program. If the actual rebate is lower than calculated, prices will be adjusted pro-rata to reflect the actual rebate received.

Exhibit 2

System Description, Delivery Point and Premises

1. **System Location:** 399 Broome Corp Pkwy, Conklin, New York 13748
2. **System Size (DC kW):** 2,480.260 kW
3. **Expected First Year Energy Production (kWh):** 2,972,424 kWh
4. **Expected Structure:** Ground Mount
5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Trina Solar:TSM-305PD14.18	8,132

6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Solectria Renewables:SGI 750XTM	2
Solectria Renewables:SGI 500XTM	1

7. **Includes:**

- SolarCity Solar Power Purchase Limited Warranty,
- SolarCity Performance Guarantee,
- Development design, constructions, installation, ownership, operation and maintenance of the System in accordance with the terms and conditions of this Agreement (including but not limited to: any and all design and engineering, obtaining and complying with all Permits and Approvals (as defined in Section 7.a. of Exhibit 4, and subject to the Permits and Approval Budget), installation, monitoring, rebate application and paperwork processing for the System).
- Any necessary fencing (standard metal mesh),
- Access road design and construction, as well as required grading and ground area clearing inclusive of tree and stump removal as required in array area or shading zone.
- Unforeseen groundwork (including, but not limited to: excavation/circumvention of underground obstacles, upgrades or repair to NYSEG electrical infrastructure, tree removal, tree trimming, maintenance of access road to System in an amount not to exceed \$2,000 per year, maintenance/repair or replacement of fencing and any/all appurtenances, maintenance/repair or replacement of all features within the NYSEG utility corridor and any/all appurtenances), subject to the Site Condition Budget.
- Interconnection of the System to NYSEG's electric distribution system (including, but not limited to: application fees, impact study and NYSEG-required interconnection agreement, subject to the Interconnection Budget).
- Permits and Approval Budget of \$12,000.00

- Interconnection Budget of \$120,000.00
- Site Condition Budget of \$290,000.00

8. Excludes:

- Pricing excludes maintenance of grass or undergrowth within the System area (Purchaser is expected to maintain grass or undergrowth of area).
- Any work with respect to the items specified in the "Includes" section above to the extent such work exceeds the Permits and Approvals Budget, the Interconnection Budget, or the Site Condition Budget (each a "Budget" and collectively the "Budgets"), as applicable.

In order to keep Purchaser apprised of Seller's expenditures under each Budget, Seller shall notify Purchaser in writing whenever the total Budget exceeds 100%. Such notice shall be provided within five (5) days following the exceedance of the applicable percentage. Seller's notice to Purchaser under this Section shall include reasonable supporting documentation and, upon request from Purchaser, Seller provides such additional information as Purchaser reasonably requests. If the cost of any of the work set forth in the Includes section exceeds the applicable Budget for such work, and provided Seller has provided the required notices under this Section, Seller may terminate this Agreement upon 30 days' written notice to Purchaser without further liability to either Party except such liability as arose prior to the date on such notice and except for any costs to restore the Premises to its original condition, which costs shall be borne entirely by Seller. If Purchaser objects to such termination, Purchaser may request that Seller provide either a revised Contract Price or a lump sum invoice to reflect the excess cost of performing such work, and Seller shall provide Purchaser with such revised Contract Price or lump sum invoice. If Purchaser accepts the revised Contract Price or lump sum in writing, the Parties will amend this Agreement accordingly and the Agreement will remain in full force and effect. If Purchaser rejects such revised Contract Price or lump, this Agreement will terminate in accordance with the terms set forth in this paragraph for termination by Seller.

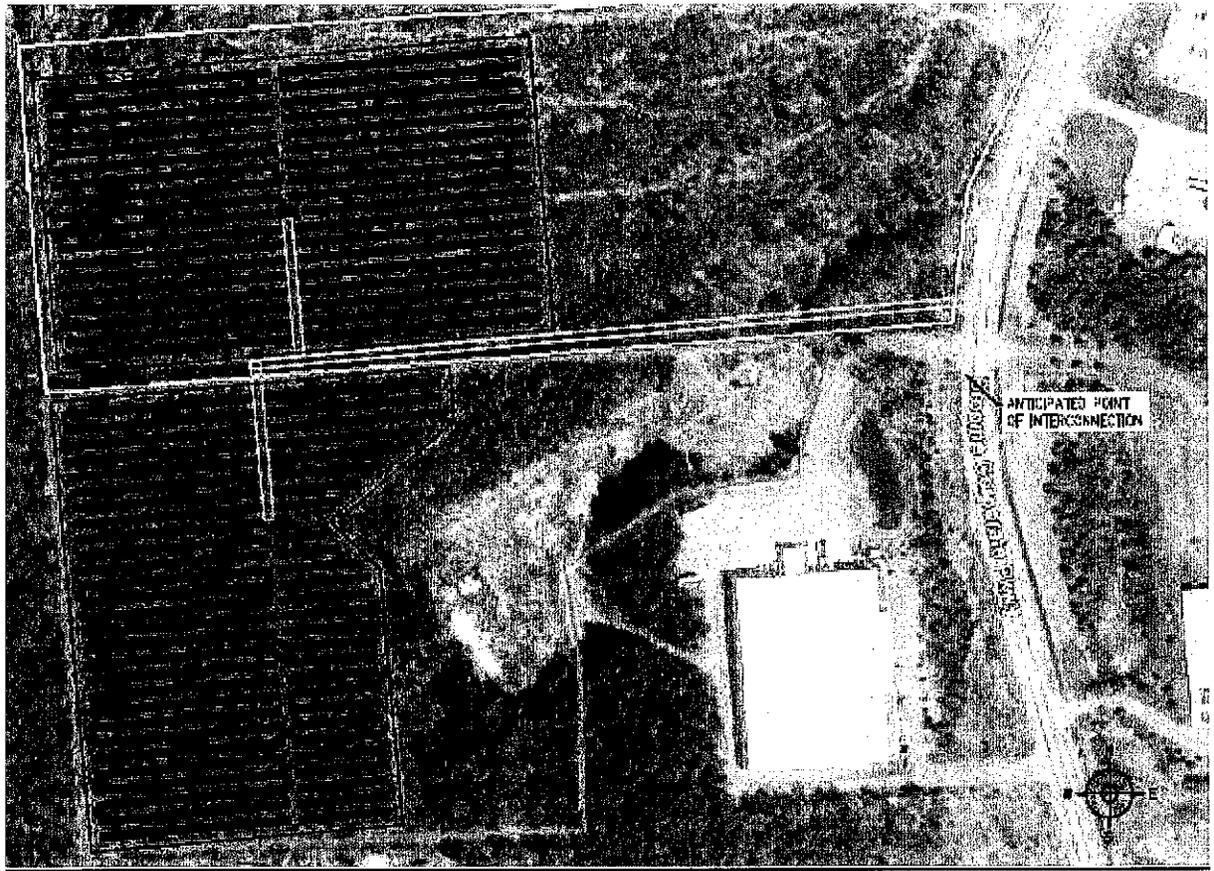
9. Delivery Point and Premises: SolarCity shall attach a preliminary schematic, not for construction, that contains the:

- (i) Premises;
- (ii) System;
- (iii) Utility corridor;
- (iv) Delivery Point; and
- (v) Access points needed to install and service System (site access, electrical room, etc.)

Upon approval by Purchaser pursuant to the terms of this Agreement, SolarCity shall attach hereto:

- Complete construction documents, including plans and technical specifications that contain all above-ground and below-ground improvements necessary for the System; and
- Complete as-built documents, prepared by a licensed surveyor and professional engineer in the State of New York that contain any and all above-ground and below-ground improvements (i.e. utilities, foundations, etc.).

No license or other right of use of any kind is granted to the Purchaser in any documents that are attached to the Agreement pursuant to this provision.





Amendment to
Performance Guarantee Agreement (PPA)

Purchaser:		Seller:	
Name and Address	Broome County 60 Hawley Street Binghamton, NY 13902 Attention: Daniel A. Schofield, Commissioner, Public Works	Name and Address	SolarCity Corporation 3055 Clearview Way San Mateo, CA 94402 Attention: Contracts
Phone	(607) 778-2190	Phone	(650) 638-1028
Fax		Fax	(650) 560-6460
E-mail	dschofield@co.broome.ny.us	E-mail	contracts@solarcity.com
Project Name	South Array		

The Performance Guarantee Agreement dated December 30, 2015 (the "Agreement") between SolarCity Corporation (the "Seller") and Broome County (the "Purchaser") for South Array is hereby amended, effective when executed by the Parties below, as follows:

Section 1, C is replaced with the following,

C. "Guaranteed kWh":

True Up Term Years	Guaranteed kWh
Years 1-5	14,714,240
Years 6-10	14,350,044
Years 11-15	13,994,863
Years 16-20	13,648,472

If a conflict or inconsistency arises between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall prevail.

Broome County

Signature: _____

Printed Name: _____

John M. Bernardo

Title: _____

Deputy County Executive

Date: _____

11/29/16

Approved as to form
By AW
BROOME COUNTY
ATTORNEY'S OFFICE

SolarCity Corporation

Signature: _____

Printed Name: _____

BRYAN ELLIS

Title: _____

SVP, FINANCE AND ANALYSIS

Date: _____

NOVEMBER 17, 2016

02736-TAF

Intro No. 61
Date 9/22/16
Reviewed by PM
Co. Attorney 9/2/16
Date 9/2/16

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2016-372
Date Adopted 9/22/16
Effective Date 9/26/16

Sponsored by: Finance Committee

Seconded by: Hon. Matthew J. Pasquale

RESOLUTION AUTHORIZING AMENDMENT TO THE AGREEMENT WITH SOLAR CITY CORPORATION FOR SOLAR POWER PROJECTS

WHEREAS, this County Legislature, pursuant to Resolution 558 of 2015, authorized an agreement with Solar City Corporation for solar power projects, and

WHEREAS, it is necessary to authorize the amendment of said agreement to increase the price per kilowatt hour to reflect the additional scope of work to be performed by Solar City for tree clearing and stump removal within the construction zone and a reduction in cost for interconnection with NYSEG's system, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an amendment to the agreement with Solar City Corporation, 3055 Clearview Way, San Mateo, CA 94402 to amend the scope of services to include tree clearing and stump removal and a reduction in the cost for interconnection with NYSEG's system, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed \$0.071 per kilowatt hour and said rate will increase by 2% per year during the term of the agreement, and be it

FURTHER RESOLVED, that the anticipated commercial operation date shall be May 31, 2017 and the outside commercial operation date shall be July 31, 2017, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 15020501.6004115.1010 (Electric Current) and 28150005.6004115.2010 (Electric Current), and be it

FURTHER RESOLVED, that the County Executive or her duly authorized representative is hereby empowered to execute any such agreements, documents, or papers, approved as to form by the Department of Law, as may be necessary to implement the intent and purpose of this Resolution.

COUNTY OF BROOME) ss.
STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 22nd day of September, 2016, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 23rd day of September, 2016.

Date sent to County Executive September 23, 2016

Approved [Signature]
County Executive

Date 9/26, 2016

[Signature]
Clerk, County Legislature
County of Broome