

Resolution #2016-

WHEREAS, On the 8th day of March, 2010, The Town of Enfield and Black Oak Wind, LLC (the Project Sponsor) signed a Developer's Agreement intended to "indemnify and hold the Town harmless, to the fullest extent permitted by law, from and against all third party claims, expenses, losses, liabilities, damages, judgments, suits, and legal proceedings, and any and all costs and expenses arising in connection therewith (including attorneys' and experts' fees), arising out of or in any manner connected with this Agreement and the Project"; and

WHEREAS, the Developer's agreement defines Project Review Costs as, "Any and all reviews by the Town and its engineer and attorneys, the costs and expenses thereof (excluding any outside of Tompkins County travel time), and all other reasonable and necessary expenses of the Town"; and

WHEREAS, The Developer's Agreement states that "Such determination of what expenses are reasonable and necessary shall be made by the Town in its sole discretion"; and

WHEREAS, The Developer's Agreement states that The Developer shall pay for such Review Costs,

NOW THEREFORE, be it resolved, that the Town of Enfield, using the sole discretion granted in the Developer's Agreement, hereby determines that reviews by the Town and its engineer and attorneys of any and all FOIL requests regarding the Black Oak Wind, LLC project referenced in the aforementioned Developer's Agreement, fall into the category of "any and all reviews by the Town and its engineers and attorneys". Therefore, all past, present, and future costs of reviews by attorneys of Project FOIL requests shall be paid by The Project in accordance with terms as defined in the Developer's Agreement, and the Town is indemnified and held harmless with respect to same.



EXHIBITION
COOPERATIVE

APR 1 2016 10:11 AM
TOWN OF ENFIELD
NEW YORK