

January 13, 2026

Minutes for the **Organizational Meeting** of the Town Board of the Town of Smithfield held January 13, 2026, at the Smithfield Community Center commencing at 7:08 p.m.

Present:

Supervisor	Thomas J Stokes
Councilperson	Brenda Goff Absent
Councilperson	Nell Ziegler
Councilperson	Kenny Mennig -
Councilperson	Richard Looft
Highway Superintendent	N/A
Town Clerk	Betsy MacArthur

Others Present: William Graham, Howard Tucker

Call to Order, followed by the Pledge of Allegiance.

Oath of Office to New Officials. Betsy MacArthur to Town Clerk
Richard Looft to Councilperson

Resolutions

The Official Undertaking was reviewed and submitted to the clerk for filing.

Policy Number Argonaut Insurance Company #80-4601678-21
Policy Period 05/19/2025 to 05/19/2026

Supervisor	-Coverage limit \$1,000,000
Book Keeper/Secretary	-Coverage limit \$1,000,000
Town Clerk/Tax Collector	-Coverage limit \$1,000,000
Highway Superintendent	-Coverage Limit \$1,000,000

Resolution #1-2026 Making annual organizational meeting designations.

BE IT RESOLVED by the Town Board of the Town of Smithfield, that for the year 2026, the following designations are hereby made:

- a. that the Oneida Daily Dispatch is designated as the official newspaper of the Town.
- b. that NBT Bank, with its main office located at 1 Madison St, Hamilton NY 13346, is named as the official depository for the Town of Smithfield.
- c. that the regular meetings of the Town Board of the Town of Smithfield will be held at 7:00 pm. on the second Tuesday of each month at the Smithfield Community Center, 5255 Pleasant Valley Road Peterboro, NY.
- d. that the rate for mileage reimbursement to Town employees using personal vehicles for Town business shall be at \$0.725 per mile per the 2026 IRS reimbursement rate. All reimbursement requests shall be made by signed voucher with specific dates, locations traveled to and from, and an accurate mileage report attached.
- e. that the permit fee schedule attached to this resolution is hereby adopted as the Town of Smithfield fee schedule for 2026.
- f. that the rate schedule and policy for use of the Smithfield Community Center attached to this resolution is hereby adopted for 2026.

On a motion from Supervisor Stokes , seconded by Councilperson Ziegler,

Resolution #1-2026 was adopted by roll call;

Supervisor;	Stokes	Aye
Councilperson:		
	Goff	Absent
	Ziegler	Aye
	Mennig	Aye
	Looft	Aye

Resolution #2-2026 A resolution authorizing payment in advance of audit of claims for public utility services, postage, freight and express charges.

WHEREAS, the Town Board has determined that it is prudent to authorize payment in advance of audit of claims for public utility services, postage, freight and express charges.

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Smithfield hereby authorizes payment in advance of audit of claims for public utility services, postage, freight and express charges. All such claims must be presented at the next regular meeting for audit and the claimant and the officer(s) incurring or approving the claims shall be jointly and severally liable for any amount the Town Board disallows.

On a motion from Supervisor Stokes , seconded by Councilperson Looft,
Resolution #2-2026 was adopted by roll call;

Supervisor;	Stokes	Aye
Councilperson:		
	Goff	Absent
	Ziegler	Aye
	Mennig	Aye
	Looft	Aye

Resolution #3-2026 A resolution making annual personnel appointments

BE IT RESOLVED by the Town Board of the Town of Smithfield, that the following persons are hereby appointed to serve for the positions and terms hereafter noted:

<u>Office:</u>	<u>Name:</u>	<u>Term:</u>
Budget Officer	Thomas J. Stokes	1 year
Deputy Supervisor	Nell Ziegler	1 year
Code Enforcement Officer	Lawrence Cesario	1 year
Deputy Codes Officer	Mark Bradbury	1 year
Dog Control Officer	Sheila Garrett	1 year
Town Historian	Donna Burdick	1 year
Building Superintendent	Rebecca Hoffman	1 year
Registrar of Vital Statistics	Elizabeth MacArther-Braun	1 year
Clerk to the Justice	Megan Sokolowski	1 year
Clerk to ZBA/Planning Board	Christine Boyden	1 year
Deputy Town Clerk	Christine Boyden	1 year
Second Deputy Town Clerk	Janice Sebring	1 year

On a motion from Supervisor Stokes , seconded by Councilperson Mennig.
Resolution #3-2026 was adopted by roll call;

Supervisor;	Stokes	Aye
Councilperson:		
	Goff	Absent
	Ziegler	Aye
	Mennig	Aye
	Looft	Aye

Resolution #4-2026 A resolution approving legal services agreement.

BE IT RESOLVED by the Town Board of the Town of Smithfield, that the legal services agreement with Stokes Law Firm PLLC for the year 2026 attached to these minutes is hereby approved and the Supervisor is hereby authorized to sign said agreement on behalf of the Town.

On a motion from Supervisor Stokes , seconded by Councilperson Ziegler
Resolution #4-2026 was adopted by roll call;

Supervisor;	Stokes	Recused
Councilperson:		
	Goff	Absent
	Ziegler	Aye
	Mennig	Aye
	Looft	Aye

Resolution #5-2026 Resolves that the following salary and wage schedule be fixed for 2026.

Salary Schedule

Highway paid:	Hourly Amount
Part Time MEO	\$25.00
New Hire Fulltime MEO	\$25.00
Full time MEO after 1 year of service	\$26.00
Full time MEO after 2 years of service	\$27.00
Full time MEO after 3 years of service	\$28.00
Part time laborer	\$16.00
New hire Fulltime laborer	\$16.00
Highway Superintendent paid bi-weekly:	Annual Amount
Vacant	\$66,792.00
Town Officials paid monthly/ hourly	Annual Amount
Town Clerk	\$13,000.00
Codes Enforcement Officer	\$12,576.00
Town Justice	\$8,385.00
Town Supervisor	\$6,550.00
Town Assessor	\$9,000.00
Deputy Clerk	\$17.00 per hour
Deputy Codes Officer	\$18.50 Per Hour
Clerk to the Justice	\$5,000.00
Other employees paid monthly:	Annual Amount
Building superintendent	\$2,100.00
Town Officials paid yearly:	Annual Amount
Town Board Member	\$1,650.00
Budget Officer	\$1,500.00
Registrar of vital statistics	\$ 600.00
Planning/ZBA Board Clerk	\$1,350.00
Dog Control Officer	\$1,650.00
Town Historian	\$ 500.00

On a motion from Supervisor Stokes , seconded by Councilperson Ziegler,
Resolution #5-2026 was adopted by roll call;

Supervisor;	Stokes	Aye
Councilperson:		
	Goff	Absent
	Ziegler	Aye
	Mennig	Aye
	Looft	Aye

Resolution #6-2026 Resolves that the Town of Smithfield hereby established the following as standard

work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees 'Retirement System based on the record of activities maintained and submitted by these Officials to the clerk of this body.

Supervisor	Thomas J Stokes	6Hrs
Budget Officer	Thomas J Stokes	6Hrs
Highway Superintendent		8Hrs
Town Clerk	Elizabeth MacArther-Bruan	6Hrs.
Appointed Officials:		
Assessor	Brian Fitts	6Hrs
Dog Control Officer	Sheila Garrett	6Hrs
Codes Officer	Larry Cesario	6Hrs.
Planning/Deputy Town Clerk	Christine Boyden	6Hrs.
Registrar of Vital Statistics	Elizabeth MacArther-Bruan	6Hrs.
Clerk to the Justice	Megan Sokolowski	6Hrs.
Dog Control Officer	Sheila Garrett	6Hrs.

On a motion from Supervisor Stokes , seconded by Councilperson Looft,
Resolution #6-2026 was adopted by roll call;

Supervisor;	Stokes	Aye
Councilperson:		
	Goff	Absent
	Ziegler	Aye
	Mennig	Aye
	Looft	Aye

Resolution #7-2026 Authorizing the Supervisor to enter into an agreement with Bryn on the Books for Bookkeeping Services

BE IT RESOLVED by the Town Board of the Town of Smithfield, that the bookkeeping services with Bryn on the Books LLC for the year 2026 attached to these minutes is hereby approved and the Supervisor is hereby authorized to sign said agreement on behalf of the Town.

On a motion from Supervisor Stokes , seconded by Councilperson Looft,
Resolution #7-2026 was adopted by roll call;

Supervisor;	Stokes	Aye
Councilperson:		
	Goff	Absent
	Ziegler	Aye
	Mennig	Aye
	Looft	Aye

Resolution #8-2026

Authorizes
1. Petty cash funds for the Town Clerk/Tax Collector in the amount of \$200.00

On a motion from Supervisor Stokes , seconded by Councilperson Mennig,
Resolution #8-2026 was adopted by roll call;

Supervisor;	Stokes	Aye
Councilperson:		
	Goff	Absent
	Ziegler	Aye
	Mennig	Aye
	Looft	Aye

Resolution #9-2026

Authorizes:
2. Payment by Credit Card through Municipay by Town Clerk/Tax Collector and Court

On a motion from Supervisor Stokes , seconded by Councilperson Mennig
Resolution #9-2026 was adopted by roll call;

Supervisor;	Stokes	Aye
Councilperson:		
	Goff	Absent
	Ziegler	Aye

Mennig	Aye
Looft	Aye

Resolution #10-2026

Imposing a \$35.00 returned check fee tendered for payment and returned for insufficient funds or other reasons

On a motion from Supervisor Stokes , seconded by Councilperson Ziegler

Resolution #10-2026 was adopted by roll call;

Supervisor; Stokes Aye

Councilperson:

Goff	Absent
Ziegler	Aye
Mennig	Aye
Looft	Aye

Resolution #11-2026 Authorizing the Supervisor to enter into a contract for Ambulance Services with SEVAC for Fiscal Year 2026 attached to these minutes is hereby approved and the Supervisor is hereby authorized to sign said agreement on behalf of the Town.

On a motion from Supervisor Stokes , seconded by Councilperson Looft,

Resolution #11-2026 was adopted by roll call;

Supervisor; Stokes Aye

Councilperson:

Goff	Absent
Ziegler	Aye
Mennig	Aye
Looft	Aye

Resolution # 12-2026

Investment Policy which authorizes the Town of Smithfield to enroll and participate in NYCLASS

On a motion from Supervisor Stokes , seconded by Councilperson Mennig

Resolution #12-2026 was adopted by roll call;

Supervisor; Stokes Aye

Councilperson:

Goff	Absent
Ziegler	Aye
Mennig	Aye
Looft	Aye

Resolution #13-2026

The Town has reviewed the Employment policy with a single modification stating no Town Employee hired or elected after the year 2025 shall receive health benefits expressed or implied after employment ceases with the Town. Otherwise, no changes.

On a motion from Supervisor Stokes , seconded by Councilperson Ziegler

Resolution #13-2026 was adopted by roll call;

Supervisor; Stokes Aye

Councilperson:

Goff	Absent
Ziegler	Aye
Mennig	Aye
Looft	Aye

Resolution #14-2026

Historian's 2025 annual report has been submitted and approved by the Town Board

On a motion from Supervisor Stokes , seconded by Councilperson Looft,

Resolution #14-2026 was adopted by roll call;

Supervisor; Stokes Aye

Councilperson:

Goff	Absent
Ziegler	Aye
Mennig	Aye
Looft	Aye

Resolution #15-2026

Town Clerk 2025 Audit has been submitted and approved by the Town Board.

Books were audited by members of the Board finding everything in order with no irregularities.

On a motion from Supervisor Stokes , seconded by Councilperson Mennig

Resolution #15-2026 was adopted by roll call;

Supervisor; Stokes Aye

Councilperson:

Goff Absent

Ziegler Aye

Mennig Aye

Looft Aye

Resolution#16-2026

Court Annual 2025 Audit has been submitted and approved by the Town Board.

Books were audited by members of the Board finding everything in order with no irregularities

On a motion from Supervisor Stokes , seconded by Councilperson Ziegler

Resolution #16-2026 was adopted by roll call;

Supervisor; Stokes Aye

Councilperson:

Goff Absent

Ziegler Aye

Mennig Aye

Looft Aye

On a motion from Supervisor Stokes to adjourn seconded by Councilperson Looft,

Adjournment was adopted at 7:30 pm

.Ayes 4,

Supervisor Stokes, Councilpersons Mennig, , Ziegler, Looft

Nays 0

Minutes for the **Regular Meeting** of the Town Board of the Town of Smithfield held January 13,2026, at the Smithfield Community Center .

Call to order 7:30pm

Resolution #17 -2026Approval of previous months minuets.

On a motion of Supervisor Stokes to approve last months minuets seconded by council person Mennig

Resolution #17 Approval of minuets was adopted.

Ayes 4,

Supervisor Stokes, Councilpersons Mennig, , Ziegler, Looft

Nays 0

Resolution #18-2026 Supervisors Report,

Approval of Receipts and Payments;

Receipts and Payments for December 2025 were read and filed

General Fund Revenues totaled \$35,785.32 Expenditures of \$ 21,931.71

Streetlight Revenues totaled \$18.23 , Expenditures totaled \$203.89

Highway Fund Revenues totaled \$136,013.20 Expenditure of \$ 27,152.58

On a motion from Supervisor stokes , seconded by councilperson Looft,

Resolution #18-2026 Supervisors report, was adopted:

Ayes: 4 –

Supervisor Stokes, Councilpersons: Mennig, Ziegler, Looft

Nays: 0

Resolution #19-2026- Town Clerks Report-

Receipts and Payments for December 2025 were read and filed.

Total Disbursements \$580.46 and paid to the Supervisors General fund totaled \$580.46

On a motion of Supervisor Stokes, seconded by Councilperson Looft

Resolution #19-2026 was adopted:

Ayes4–

Supervisor Stokes, Councilpersons:, Menning, Ziegler, Looft
Nays: 0

Codes Enforcement Report- Report was reviewed and filed.

Planning Board- no report

Zoning Board- no report

Highway-Report was given by Supervisor Stokes. No major changes, may need to haul in some material. The crew has done a remarkable job under the circumstances. The Board is very appreciative to the dedication of our highway crew. Issues with age and wear of vehicles and need for replacement was discussed.

Public Courtesy of the Floor-

William Graham, of Old County Rd. and Howard Tucker of Elizabeth St. Stated their continued concerns over community maintaining properties. The proper process of filing complaints was discussed

New Business-

A request has been made to move the Board of Elections polling place from the front room of Smithfield Community Center, to the court room. This would allow Election Day Dinners to be served in the Community Center again. Review of the space and approval needs to come from the Board of Elections.

The NBT bank signature card will be switched from Janice Sebring to Elizabeth MacArthur , Town of Smithfield Clerk.

Town Clerk office hours will change April 1 , 2026. New hours will be

Thursday, Friday 1-5 pm

Saturday 8-11am

Old Business-

Clerk MacArthur needs to review three websites for accurate information.

Review of the

The Community Center Rental agreement and issues with renters honoring the contract was discussed. Supervisor Stokes and Clerk MacArthur will review the contract for further discussion.

Resolution #20-2026 Executive Session On a motion of Supervisor Stokes, to discuss personnel seconded by councilperson Mennig session to move into executive session was adopted at 8:00pm

Ayes -4, Supervisor Stokes Councilpersons, Mennig,Looft, Ziegler

Nay-0

Resolution #21-2026 return to regular session

resolves that this board return to regular session. At 8:20 pm

Ayes -5, Supervisor Stokes Councilpersons Goff, Mennig,Looft, Ziegler

Nay-0

Resolution #22-2026– Resolution Authorizing the Supervisor to enter into an agreement with Liberty Renewables aka Hoffman Falls Wind, LLC for: Escrow Agreement for the Payment of Municipal Consultant and Legal Expenses. The Town Board hereby authorizes the Supervisor to sign said contract herein attached to the meeting minutes. (See Addendum)

A motion of Supervisor Stokes was made to adopt the resolution , seconded by Councilperson Ziegler with a roll call

Supervisor;	Stokes	Aye
Councilperson:		
	Goff	Absent
	Ziegler	Aye
	Mennig	Aye
	Looft	Aye

Resolution #23-2026 Payment of Claims

On a motion to payment of claims from Supervisor Stokes, seconded by councilperson Looft

Resolved that bills be paid on Abstract #1 in the following amounts:

General Fund	Vouchers # 1 thru #14 in the amount of \$ 9,870.20
Highway Fund	Vouchers # 1 thru #11 in the amount of \$ 17,649.30
Pre-Pays	\$ 973.20

Ayes -4, Supervisor Stokes Councilpersons, Mennig,Looft, Ziegler

Nay-0

Meeting was adjourned at 9:00pm

Respectfully submitted by

Betsy MacArthur Smithfield Town Clerk.

**Addendum;
Escrow Agreement with Liberty Renewals.**

ESCROW AGREEMENT FOR THE PAYMENT OF MUNICIPAL
CONSULTANT AND LEGAL EXPENSES

THIS AGREEMENT dated _____, 2025 is by and between the Town of Eaton, a municipal corporation with its principal office located at 35 Cedar Street, Morrisville NY 13408, the Town of Fenner, a municipal corporation with its principal office located at 3151 Fenner East Road, Cazenovia, NY 13035, the Town of Nelson, a municipal corporation with its principal office located at 4085 Nelson Road, Cazenovia, NY 13035, the Town of Smithfield, a municipal corporation with its principal office located at 5255 Pleasant Valley Road, Peterboro, NY 13035 (the “Towns”) and Hoffman Falls Wind LLC, a New York State limited liability company with its principal place of business located at 412 W 15th Street, 15th Floor, New York, NY 10011 (“Hoffman”). Hoffman is a wholly owned subsidiary of Liberty Renewables Inc.

WHEREAS, Hoffman is proposing to construct and operate the Hoffman Falls Wind Project, a 100-MW wind powered electric generating facility, located in the Towns of Eaton, Fenner, Nelson and Smithfield, Madison County NY (the “Project”); and

WHEREAS, New York has passed the Renewable Action through Project Interconnection and Deployment Act, which adds Section Article VIII to the Public Service Law entitled Siting of Renewable Energy and Electric Transmission. Article VIII establishes an expedited review process with uniform standards and conditions for renewable energy facilities with a nameplate generating capacity of 25 megawatts or more, such as the Project; and

WHEREAS, Hoffman submitted an application (“Application”) to the New York State Office of Renewable Energy Siting and Electric Transmission (“ORES”) for a Siting Permit authorizing the construction and operation of the Project which is proposed to be located in the Towns; and

WHEREAS, the Towns have sought and previously received local agency account funding (“Intervenor Funding”) from ORES for review of the Article VIII Application filed by Hoffman and to defray costs associated with participating in the Article VIII process including participating in any pre-application consultations; and

WHEREAS, Intervenor Funding from ORES is not available to defray costs related to negotiating bilateral agreements unless those negotiations are primarily designed to lead to agreements on issues within the scope of ORES’s review or agreements on host community benefits to be provided by Hoffman; and

WHEREAS, the Towns and Hoffman intend to participate in negotiations, discussions, and review of documents related to (i) host community agreements: (ii) payment in lieu of taxes (“PILOT”)

agreements; (iii) road use agreements; and (iv) other agreements related to the Project (collectively “Agreements”); and

WHEREAS, Hoffman has offered, and the Towns have accepted Hoffman’s offer, to reimburse the Towns for certain out-of-pocket expenses related to the Towns’ participation in negotiations, discussions, and review of the Agreements to the extent such review is not reimbursable by Intervenor Funding from ORES; and

1

NOW, THEREFORE, in consideration of the mutual promises herein, the Towns and Hoffman agree that the terms and conditions of this Agreement are the following:

1. Hoffman shall reimburse the Towns for certain out-of-pocket reasonable professional expenses and legal fees, associated with the Towns’ review of the Agreements. The out of-pocket expenses shall include the legal and consultant review of the Agreements.
2. Hoffman shall not be required to reimburse the Towns for any legal or professional fees associated with any litigation involving Hoffman as an adverse party to the Towns or expenses for which intervenor funds have been paid to the Towns under Article VIII, unless and except to the extent that such intervenor funds are insufficient to cover the actual costs incurred by the Towns.
3. This Escrow Agreement is provided to cover the professional fees and expenses incurred by the Towns in negotiating the Agreements where Intervenor Funds are not otherwise available to cover such costs.
4. Within thirty (30) days of the execution of this Agreement, Hoffman shall initially deposit the sum of \$5,000.00 with each of the Town’s Clerks who shall hold the funds in escrow to be used to pay the professional and legal fees incurred by the Towns in the review and work related to the Agreements, as contemplated herein (each, an “Escrow Account”). The Towns will provide timely written or email notices to Hoffman whenever the balance in an Escrow Account drops below \$2,500. Upon receipt of written or email notice from a Town that the balance in its Escrow Account has fallen below \$2,500, Hoffman will, within 30 days of receipt of such notice, provide the Towns with such additional funds which may be necessary to bring the balance of the Escrow Account to \$5,000.
5. Where expenses are incurred by the Towns and cannot be reimbursed from Intervenor Funding, the Towns can seek reimbursement by drawing upon the Escrow Account.
6. The invoices for professional and legal services will be submitted to the Town’s Supervisors who will review the invoices. Upon approval by the Town’s Supervisors, the Town’s Clerks will thereafter be directed to disburse funds from the Escrow Account to pay the invoices. Upon request, copies of all invoices shall be provided to Hoffman through its attorney, except for any privileged portions of legal billings.
7. The reimbursement of consultant and legal costs, fees, and expenses shall be for work related to the review of the Agreements. Reimbursement shall not include general engineering or legal work done on behalf of the Towns, or other general tasks that have applicability to other matters other than the Project.
8. In no event is Hoffman required to reimburse the Towns for professional, legal and consultant costs, fees, or expenses in an aggregate amount greater than \$40,000.00, unless otherwise agreed to by the Towns and Company in writing.
9. The professionals and attorneys retained by the Towns to assist them shall work for the Towns and shall not have any obligation or fiduciary relationship to Hoffman.

10. The services provided by the professionals and attorneys subject to reimbursement hereunder shall be limited to those services necessary to assist the Towns in the review of the Agreements, as contemplated herein. The rates charged by the professionals and attorneys shall be reasonable in light of those rates charged for similar services in the Towns.
11. Notwithstanding anything herein to the contrary, the Towns' right to draw upon the Escrow Account and Hoffman's obligation to reimburse costs under this Agreement are expressly contingent upon the Towns and Hoffman executing both the Road Use Agreement ("RUA") and Host Community Agreement ("HCA") no later than January 1, 2026. In the event the RUA and HCA are not executed by February 1, 2026, due to the Towns' inaction or failure to engage in good-faith negotiations, Hoffman shall have no further obligation to replenish or maintain the Escrow Account, and any remaining balance shall be promptly returned to Hoffman within thirty (30) business days following payment of all properly incurred and approved expenses through such date. However, if execution of the RUA and HCA is delayed solely due to Hoffman's failure to provide timely drafts or to participate in good-faith negotiations, the Towns' rights under this Agreement shall remain in effect until such time as Hoffman has remedied such delay.
12. Hoffman may terminate this agreement upon receipt by the Towns of ten (10) days written notice. Upon such termination Hoffman shall no longer be responsible for costs related hereto. If Hoffman terminates this agreement, Hoffman shall be responsible to pay all outstanding costs, fees and expenses incurred by the Towns up to ten (10) days subsequent to the date of receipt of the ten (10) day Notice of Termination. In addition, this Agreement shall automatically terminate if the RUA and Host Community Agreement HCA have not been executed by January 1, 2026, consistent with Section 11 herein.
13. Upon completion of the Towns' responsibilities under this Escrow Agreement, any excess funds remaining in the Escrow Account, after payment of any outstanding expenses, shall be refunded by the Town's Clerks to Hoffman within thirty (30) days.
14. This Escrow Agreement shall be governed by and construed under the laws of the State of New York.
15. By execution of this Escrow Agreement and receipt of funds from Hoffman pursuant hereto, the Town Boards of the Towns make no commitment of support to the Project and no commitment to consent to the Project. Any consent shall be based solely upon the benefits and/or detriments of the proposed Project to the Towns, as perceived by the Town Boards at the time such decision is duly before the Town Boards.
16. This Escrow Agreement may be executed in multiple identical counterparts, each of which for all purposes is to be deemed as original, and all of which constitute, collectively, one agreement. Any manual signature upon this Escrow Agreement that is faxed, scanned or photocopied and delivered electronically shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature and the parties hereby waive any objection to the contrary.

17. All correspondence, including notices where required in this agreement, shall be made to the following representatives for the parties:

Young/Sommer LLC Attorneys for the Towns Attorneys for Hoffman
 Falls Wind LLC Attn: Jeff Eaton
 Liberty Renewables Inc. Costello Cooney & Fearon, PLLC Attn: Jessica A. Klami
 211 West Jefferson Street 500 Federal St, 5th Floor Syracuse, NY 13202
 Troy, NY 12180 Phone: (315) 214-7249
 Phone: (518) 438-9907 jeaton@ccf-law.com

jklami@youngsommer.com

With a copy to:

David R. Jones Joseph Wicks
Town of Fenner Supervisor Town of Eaton Supervisor
3151 Fenner East Road 35 Cedar Street
Cazenovia, NY 13035 Morrisville, NY 13408
townclerk@townoffenner.com townofeatony@gmail.com

T.J. Stokes Jim Cunningham
Town of Smithfield Supervisor Town of Nelson Supervisor
5255 Pleasant Valley Road 4085 Nelson Road
Peterboro, NY 13035 Cazenovia, NY 13035
Stokes.smithfield.gov@gmail.com supervisornelsonjimc@gmail.com

[SIGNATURES ON THE FOLLOWING PAGE Hoffman Falls Wind LLC

Town of Eaton

By: _____ By: _____ Name: _____
_____ Name: _____ Title: _____
_____ Title: _____

Town of Fenner Town of Nelson

By: _____ By: _____ Name: _____
_____ Name: _____ Title: _____
_____ Title: _____

Town of Smithfield

By: _____
Name: _____
Title: _____

