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**AGREEMENT FOR CONDUCTING SEQRA REVIEW FOR
MORESVILLE ENERGY LLC'S APPLICATION TO CONSTRUCT WIND FARM**

This Agreement dated August , 2007 by and between the Town of Roxbury, a municipal corporation with its principal office located at 53690 State Highway 30, Roxbury, New York, 12474 and the Planning Board of the Town of Roxbury (hereinafter collectively referred to as "Roxbury") and the Town of Stamford, a municipal corporation with its principal office located at _____, Stamford, New York (hereinafter referred to as "Stamford").

WHEREAS, Moresville Energy LLC, with its principal place of business located at 7564 Standish Place, Place 123, Rockville, MD 20855, ("Applicant") has submitted an application to the Town of Roxbury Planning Board ("Planning Board") for approval to site a wind turbine energy project for thirty-three (33), 3 megawatt towers on the Town of Roxbury and Town of Stamford town lines, with between 14 and 23 of the wind towers to be located in the Town of Roxbury with the remaining towers to be located in the Town of Stamford; and

WHEREAS, the Applicant has indicated its intent to submit an application to the Town Board of the Town of Stamford for approval to site that portion of the Wind Turbine Energy project that is located in the Town of Stamford; and

WHEREAS, the Planning Board of the Town of Roxbury has commenced the process of coordinated review under the State Environmental Quality Review Act ("SEQRA") and has sought lead agency status; and

WHEREAS, all involved agencies have either consented to or have not commented on or objected to the Planning Board acting as lead agency; and

WHEREAS, the Applicant has offered and the Towns have accepted the Applicant's offer to reimburse the Towns for their out-of-pocket expenses in reviewing and processing the application; and

WHEREAS, each Town has retained or will be retaining special legal counsel to assist it in the review of these applications. Both of those firms will be billing the Town on a time and material basis for such services; and

WHEREAS, the Roxbury Planning Board has solicited proposals from qualified outside engineering firms with expertise in wind energy to assist it in the review of these applications; and

WHEREAS, both Towns have retained or anticipate retaining Delaware County Planning to assist the Towns and their respective Planning Board in land use planning and related issues relating to these applications. Delaware County Planning will bill each Town on a time and material basis for such services. In addition to retaining Delaware County Planning, the Towns wish to retain an outside engineering firm with expertise in wind energy; and

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WHEREAS, the Town's have agreed to share the services of the selected engineering firm (the "Wind Engineer") as more fully set forth below.

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

1. Applicant shall reimburse each Town, in full, for all of its reasonably incurred out-of-pocket engineering and legal fees incurred in connection with the review of this project, including but not limited to all services required to process the application, review the project under the Town's Subdivision Law, the Town's Wind Energy-Deriving Towers Law, compliance with SEQRA and all other approvals required from the Town. Each Town shall use reasonable efforts to minimize such legal and engineering fees.
2. The Planning Board has retained Young, Sommer, Ward, Ritzenberg, Baker & Moore, LLC as special legal counsel. The Planning Board has retained Delaware County Planning as it planning assistant for this application. The Planning Board has solicited requests for proposals from engineering firms with expertise in the wind energy field to serve as the Wind Engineer. The Planning Board of Roxbury and the Town Board of Stamford will work together in selecting an engineering firm. Stamford has retained Bonacic, Krahulik & Assoc. LLP as special lead counsel. Stamford has retained Delaware County Planning as planning assistant for this project. The Planning Board of the Town of Roxbury and the Town Board of Stamford agree to work in an effort to retain one mutually acceptable engineering firm based upon the proposals received by the Town of Roxbury Planning Board. If those parties cannot reach an agreement by August 31, 2007, all parties agree this agreement is null and void.
3. To the extent that the Wind Engineer provides services common to both Roxbury and Stamford, the Wind Engineer will bill Roxbury for such services. To the extent that the Wind Engineer provides services for the Town of Stamford only, the Wind Engineer will bill Stamford for such services. To the extent that the Wind Engineer provides services for the Town of Roxbury only, the Wind Engineer will bill Roxbury for such services.
4. As the lead agency, the Planning Board will have responsibility to make the initial determination of significance, the scope of the DEIS, acceptance of the DEIS and the issuance of the FEIS. With respect to those four decisions, prior to making those determinations, the Planning Board (or a representative of the Planning Board) will meet with the Stamford Town Board to review proposed determination and to obtain comments. If there is a disagreement with the Stamford Town Board and the Planning Board on one or more of those issues, prior to making a determination, a representative of the Town Board will have an opportunity to appear in front of the Planning Board to explain its position.

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- 5. Notwithstanding their agreement to consult, each Board is completely independent of the other Board and the decisions and/or determinations made with respect to this application will be in the sole discretion of each Board upon the record.

TOWN OF ROXBURY

MORESVILLE ENERGY LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

TOWN OF STAMFORD

By: _____

Print Name: _____

Title: _____