



Robert P. Astorino  
County Executive

**51699**

Date: April 6, 2016

To: Board of Acquisition and Contract

From: Robert P. Astorino  
County Executive

Re: Authority to enter into a payment in lieu of taxes agreement with Entergy Nuclear Indian Point 2, LLC and Entergy Nuclear Indian Point 3, LLC for certain real property and improvements, for the period from January 1, 2015 through December 31, 2024.

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By Local Law Intro. 8976-2016 (the "Local Law"), the Westchester County Board of Legislators (the "BOL") authorized the County of Westchester (the "County") to enter into a payment in lieu of taxes ("PILOT") agreement (the "PILOT Agreement") with Entergy Nuclear Indian Point 2, LLC and Entergy Nuclear Indian Point 3, LLC (collectively, "Entergy") for the Indian Point 2 Nuclear Generating Station, a nuclear-powered electric generating facility having a nameplate rated capacity of 1,032 megawatts ("MW") located in the Town of Cortlandt (the "Town") and covered by tax parcel numbers SBL #43.10-2-1 and SBL #43.14-2-1, more fully described in the draft PILOT agreement attached to the Local Law (the "Draft PILOT Agreement"), including associated property and equipment and the permanently inactive Indian Point 1 generating facility (collectively, "IP2"), the Indian Point 3 Nuclear Generating Station, a nuclear-powered electric generating facility having a nameplate rated capacity of 1,051 MW located in the Town and covered by tax parcel number SBL #43.10-2-2, more fully described in the Draft PILOT Agreement, including associated property and equipment (collectively, "IP3"), the Generation Support Building covered by tax parcel number SBL #43.10-2-3, more fully described in the Draft PILOT Agreement (the "GSB"), and the Independent Spent Fuel Storage Facility covered by tax parcel number SBL #43.10-2-3, more fully described in the Draft PILOT Agreement (the "ISFSI") (IP2, IP3, the GSB, and the ISFSI comprise the Indian Point Energy Center and, along with any future improvements thereto not specifically excluded by the Draft PILOT agreement, are defined collectively herein as the "Facility"), and all existing and future facilities and improvements used in connection with or associated with operation of the Facility, whether or not described by the tax parcels described above and without regard to the creation of new or additional tax parcels for future facilities and improvements located on, above, or under the land covered by those tax parcels; provided, however, that the PILOT Agreement shall not cover the future addition of non-nuclear merchant generating capacity to those tax parcels that is

unrelated to the operation and maintenance of the Facility, as set forth in the Draft PILOT Agreement.

By the Local Law, the BOL authorized the PILOT Agreement to be for the period from January 1, 2015 through December 31, 2024, to match the period during which the Facility would be exempt from real property taxation and, to the extent provided in section 490 of the New York Real Property Tax Law, exempt from special *ad valorem* levies and special assessments imposed by the County and any County improvement district within the County, in accordance with the exemption approved by the BOL pursuant to section 485 of the New York Real Property Tax Law (collectively, the "Exemption"). The Local Law provided that the Exemption would be contingent upon the execution of and continuation of the PILOT agreement described therein.

Therefore, in order to give effect to the Exemption, authority is now respectfully requested from your Honorable Board for the County to enter into the PILOT Agreement, as described above and as specified in the Local Law, in a form materially similar to the Draft PILOT Agreement.

I respectfully recommend the adoption of the attached resolution.

RPA/JMR/bdm/nn

APPROVED BOARD OF ACQUISITION & CONTRACTS 04/07/2015  
ESSEX COUNTY SECRETARY

## RESOLUTION

Upon a communication from the County Executive, be it hereby

**RESOLVED**, that the County of Westchester (the "County") is hereby authorized to enter into a payment in lieu of taxes ("PILOT") agreement (the "PILOT Agreement") with Entergy Nuclear Indian Point 2, LLC and Entergy Nuclear Indian Point 3, LLC (collectively, "Entergy") for the Indian Point 2 Nuclear Generating Station, a nuclear-powered electric generating facility having a nameplate rated capacity of 1,032 megawatts ("MW") located in the Town of Cortlandt (the "Town") and covered by tax parcel numbers SBL #43.10-2-1 and SBL #43.14-2-1, more fully described in the draft PILOT agreement (the "Draft PILOT Agreement") attached to Local Law Intro. 8976-2016 (the "Local Law"), including associated property and equipment and the permanently inactive Indian Point 1 generating facility (collectively, "IP2"), the Indian Point 3 Nuclear Generating Station, a nuclear-powered electric generating facility having a nameplate rated capacity of 1,051 MW located in the Town and covered by tax parcel number SBL #43.10-2-2, more fully described in the Draft PILOT Agreement, including associated property and equipment (collectively, "IP3"), the Generation Support Building covered by tax parcel number SBL #43.10-2-3, more fully described in the Draft PILOT Agreement (the "GSB"), and the Independent Spent Fuel Storage Facility covered by tax parcel number SBL #43.10-2-3, more fully described in the Draft PILOT Agreement (the "ISFSI") (IP2, IP3, the GSB, and the ISFSI comprise the Indian Point Energy Center and, along with any future improvements thereto not specifically excluded by the Draft PILOT agreement, are defined collectively herein as the "Facility"), and all existing and future facilities and improvements used in connection with or associated with operation of the Facility, whether or not described by the tax parcels described above and without regard to the creation of new or additional tax parcels for future facilities and improvements located on, above, or under the land covered by those tax parcels; provided, however, that the PILOT Agreement shall not cover the future addition of non-nuclear merchant generating capacity to those tax parcels that is unrelated to the operation and maintenance of the Facility, as set forth in the Draft PILOT Agreement; and be it further

**RESOLVED**, that the PILOT Agreement be for the period from January 1, 2015 through December 31, 2024, to match the period during which the Facility would be exempt from real property taxation and, to the extent provided in section 490 of the New York Real Property Tax Law, exempt from special *ad valorem* levies and special assessments imposed by the County and any County improvement district within the County, in accordance with the exemption approved by the Westchester County Board of Legislators pursuant to section 485 of the New York Real Property Tax Law; and be it further

**RESOLVED**, that the PILOT Agreement shall be as described above and as specified in the Local Law, in a form materially similar to the Draft PILOT Agreement; and be it further

**RESOLVED**, that the County Executive or his duly authorized designee is hereby authorized and empowered to take such actions and to execute and deliver such documents as may be necessary and appropriate to accomplish the purposes hereof.

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Account to be  
Charged/Credited

Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
101	52	1000	9022		\$38,609,908.00
251	60	7100	9022		\$3,092,466.00

Budget Funding Years: \_\_\_\_\_  
(must match resolution)

Start Date: 01/01/15

End Date: 12/31/24

Funding Source

\_\_\_\_\_  
(must match resolution)

Tax Dollars: \_\_\_\_\_

State Aid: \_\_\_\_\_

Federal Aid: \_\_\_\_\_

Other: \$41,702,374.00

APPROVED BOARD OF ACQUISITION & CONTRACT - 04/07/2016 - LISA MARIJAJ, SECRETARY