

Monthly Town Board Meeting

June 9, 2016

7:30 p.m.

Town Hall

Salute to the Flag

REVIEW OF MINUTES

- Public Hearing of May 5, 2016 – ESP Re-zoning
- Monthly Town Board Meeting of May 5, 2016
- Bid Opening of May 11, 2016 – Washburn Parking Lot

COMMITTEE REPORTS

- | | | | |
|-----------------------------|---------------|--------------------------------|-------------------|
| 1) CB | 2) Recreation | 3) Recycling | 4) Planning Board |
| 5) Zoning | 6) Highway | 7) Building & Land Acquisition | |
| 8) Putnam County Legislator | | 10) Cemetery Committee | |

AGENDA

1. Resolution approving the purchase of a Highway Department Truck – 7400 Truck with Front Plow and Spreader and authorize Supervisor Shea to sign the agreement.
2. Resolution authorizing Supervisor Shea to sign the Parade Permit for Rural & Migrant Ministry for an event on May 24th & 25th and waive the fees associated with said permit. (Nunc Pro Tunc)
3. Resolution authorizing the release of escrow funds for Synergy Gas for processing and consultant's fees.
4. Resolution authorizing the release of escrow funds for Lee Kristoferson for processing and consultant's fees.
5. Resolution approving the points listing for the Philipstown Volunteer Ambulance Corp's and Garrison First Aid Squad's LOSAP program.
6. Resolution approving the 2015 Conservation Board's Annual Report and authorize David Klotzle to forward said report to the New York State Department of Environmental Conservation for filing.
7. Resolution authorizing Supervisor Shea to serve as the representative for Philipstown for the Renewable Highlands Community Choice Aggregation.

May 19, 2016

8. Resolution authorizing Supervisor Shea to sign the Solar Power Sales Agreement with Blueland LLC for solar panels at the Claudio Marzollo Community Center.

9. Resolution authorizing Supervisor Shea to sign the New York City Department of Environmental Protection request to use the paved area at the Philipstown Highway Garage to conduct certain activities with regard to repairs to the water supply facility at the Breakneck Uptake Chamber.

10. Schedule Workshops/Meetings

- July Meeting Date Change?

11. Code Enforcement Monthly Report.

12. Any other business that may come before the Town Board.

AUDIENCE

VACANCIES

Zoning Board (1)

APPROVAL OF VOUCHERS

General Highway CVPD CVWD

ADJOURNMENT



Town Clerk <townclerk@philipstown.com>

Town Purchase of International 7400 Dump Truck

1 message

Stephen Gaba <sgaba@drakeloeb.com>

Mon, May 16, 2016 at 4:10 PM

To: Town Supervisor <supervisor@philipstown.com>, Tina Merando <townclerk@philipstown.com>

Cc: Carl Frisenda <HighwayDepartment@philipstown.com>

Richard,

I have reviewed the contract with Kansas State Bank for the installment purchase of the International 7400 Dump Truck, a copy of which is attached. The contract is proper as to form and content, but the Town Board needs to adopt two more resolutions before you can sign and return it. Particularly:

(1) When I prepared the EFA form and approval resolution on the truck purchase, I was told that the purchase price would be \$164,488.39 and I prepared all documents using that figure. However, it turns out that the purchase price is going to be \$164,999.39 (apparently Highway wanted a stainless steel oil pan which raised the price a little). So the Town Board needs to adopt an Amended Approval Resolution, a copy of which is attached.

(2) In the KS Bank contract there is a document attached as Exhibit "D" called "Obligor's Resolution" that KS Bank wants the Town Board to approve (it just confirms the Town's approval of the financing). Once the Board votes to approve the "Obligor's Resolution", you should sign that document as the authorized individual and Tina should sign the line to "attest" to your signature.

After the two resolutions have been adopted, kindly sign the KS Bank contract in the several areas indicated and fill in the other required information (insurance, etc). Please note that the "Debit Authorization" section is *purely optional*. You should complete it only if the Town wants the contract payments automatically deducted from a designated bank account. If the Town does not want to make its contract payments by automatic transfers, just leave the section blank.

If you have any questions or comments feel free to contact me.

- Steve

Stephen J. Gaba, Esq.

Member

DRAKE LOEB PLLC
ATTORNEYS AT LAW

555 Hudson Valley Avenue, Suite 100

New Windsor, New York 12553

Tel. (845) 458-7310

Fax (845) 458-7311

www.drakeloeb.com

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Pursuant to IRS Regulations, any tax advice contained in this communication or attachments is not intended to be used and cannot be used for purposes of avoiding penalties imposed by the Internal Revenue Code or promoting, marketing or recommending to another person any tax related matter.

3 attachments



Kansas State Bank Contract.pdf
612K



Amended Approval Resolution.docx
16K



Amended EFA form.docx
17K

RESOLUTION

The following Resolution was presented by _____, seconded by _____;

WHEREAS, the Town of Philipstown wishes to purchase an International Model 7400 truck with front plow and spreader ("the truck") for the Town Highway Department for \$164,999.39 off of the County bid contract issued by Onondaga County and awarded to Navistar; and

WHEREAS, the Town proposes to finance the purchase of the truck through an installment lease/purchase agreement KS StateBank; and

WHEREAS, the Town Board has investigated the cost of borrowing the funds for purchase of the truck as an alternative to the proposed lease/purchase agreement and, further, the Town has completed an "Evaluation of Financing Alternative" (EFA) Form, a copy of which is attached hereto; and

WHEREAS, the Town Board has determined that the borrowing funds for the purchase of the truck does not offer any advantages over the proposed lease/purchase agreement; and

WHEREAS, the Town board finds that the proposed installment lease/purchase agreement with KS StateBank complies with requirements of General Municipal Law §109-b;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board hereby approves the proposed purchase of the truck subject to the submission of a contract in a form acceptable to the Attorney for the Town; and
2. That the Town Board hereby determines and finds that execution and delivery of the proposed installment lease/purchase agreement with KS StateBank is in the best financial interests of the Town based on due consideration of the other available acquisition and financing alternatives as set forth in the EFA form and on other administrative and management considerations with respect to the acquisition of the truck; and
3. That the Town Board hereby authorizes the Town Supervisor to execute the said contract, lease/purchase agreement and such other and further documents as may be necessary to carry out the terms and conditions thereof.

ROLL CALL VOTE

Supervisor Shea _____

Councilwoman Montgomery _____
Councilman Van Tassel _____
Councilman Leonard _____
Councilman Flaherty _____

The resolution was thereupon declared duly adopted.

Amended Evaluation of Financing Alternatives Conducted Pursuant To 2 NYCRR §39.2

The Town of Philipstown proposes to purchase an International model 7400 truck with front plow and spreader (hereinafter "the truck") and to finance the purchase through a five (5) year lease-purchase agreement with KS StateBank, 1680 Charles Place, Manhattan, KS 66502. Prior to approving the said lease-purchase agreement, the Town solicited financing alternatives and performed the evaluation listed below:

(1) The estimated cost of the truck, exclusive of the financing cost, is \$164,999.39.

(2) Theoretically, the truck purchase could be financed through borrowing under the Local Finance Law. However, no banks are willing to finance such a small purchase. The Town's investigation into borrowing alternatives consisted of contacting JPMorgan Chase Bank, M&T Bank, and Wells Fargo. All of these banks declined to provide any financing of the purchase and advised that it was their belief that no other lending institution would either.

(3) By reason of the foregoing, financing the truck purchase through borrowing is not possible or, at a minimum would be greatly in excess of the purchase price.

(3) The estimated total cost of the truck if financed over five years through borrowing at the best interest rate available from the above-listed banks is \$174,055.20.

(4) The financing costs on the lease-purchase agreement are 2.59% for 5 years for a total financing cost of \$9,055.81;

(5) The total cost of the truck under the lease-purchase agreement is \$174,055.20, as opposed to the cost of borrowing for it which, if possible, would be at least \$174,055.20, if not more due to the difficulty of borrowing and associated legal costs; and

(6) The financing alternatives for the purchase of the truck are: (1) lease/installment purchase financing pursuant to GML §109-b; (2) borrowing pursuant to the Local Finance Law ; (3) the creation and funding over time of a capital reserve fund or (4) appropriation of over \$174,055.20 for the purchase in the annual budget. Alternative number "3" would not meet time constraints on the purchase, and alternative number "4" is impractical due to time constraints on the purchase as well as the immediate increase in taxes in which it would result. While alternative number "2" theoretically could be undertaken if the Town complies with the requirements of the Local Finance Law, there simply are not lending sources available for this purchase and, in any event, the overall cost does not offer any advantage over alternative number "1" and, in fact, might prove less cost-effective. Therefore, it appears that it is in the best interests of the Town to finance the acquisition of the truck through the proposed lease/installment purchase agreement with KS StateBank.



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May 9, 2016

Tina M. Merando
Town Clerk
Town of Philipstown
238 Main Street
Cold Spring, New York 10516

Dear Ms. Merando:

This letter will authorize James Bopp, a resident of Garrison and a volunteer with our organization, to apply for a parade permit on behalf of Rural & Migrant Ministry, Inc.

Rural & Migrant Ministry is the sponsor of the "March for Farmworker Justice", which will pass thru Philipstown on May 24 and 25, 2016. The March will begin on May 15 on Long Island, and end on June 1 in Albany.

Thank you for your consideration of this matter.

Sincerely,

Rev. Richard Witt

Executive Director

received
5/10/16 (RM)

Scanned

APPLICATION FOR PARADE PERMIT

1. The name, address and telephone number of the person seeking to conduct such parade.
Rev. Richard Witt, Exec. Director Rural + migrant Ministries
P.O. Box 4757, Poughkeepsie, NY 12602
845.485.8672

2. If the parade is proposed to be conducted for, on behalf of or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorized and responsible heads of such organization.
see #1

3. The name, address and telephone number of the person who will be the Parade Chair and who will be responsible for its conduct.
see #1

4. The date when the parade is to be conducted.
This is a march, which passes thru Philipstown on May 24, 2016 from 2-5 pm
and on May 25, 9:30 to noon, (approximate times) Entire march goes Long Island
5. The route to be traveled, the starting point and the termination point (attach map if appropriate). May 24, 2016

<u>March will leave Pockskill around 1:00 pm, and cross into Philipstown on Rt 9 approximately 2:30. Heading north on Rt 9, march will turn left on 403, and then right on 90. End at St. Philips Church, 181 Rt 90 - Garrison</u>	<u>May 25</u> <u>- Begin at St. Mary's Church, 1 Chestnut St at 9:30 a.m., proceeding north on 90</u> <u>- March will leave Philipstown at approximately 11:30 a.m., and continue toward Beacon</u>
--	---

6. The approximate number of persons who, and animals and vehicles, which will constitute such parade; the type of animals and description of the vehicles.
 - Estimate 30 to 50, people - (since march begin May 15 on Long Island,
 - one car will be close by there will be form estimate possible in
 - only animals would be show dogs days before May 24 + 25)

7. The hours when such parade will start and terminate. (leave Philipstown)
May 24 - Approximately 2 to 5 pm. May 25: 9:30 to 11:30 a.m.

8. A statement as to whether the parade will occupy all or only a portion of the width of the streets proposed to be traversed.
march will generally use one lane of street or highway
if there is sidewalk (as in Cold Spring) March will use sidewalk

DATE 5/19/16

9. The location by streets of any assembly areas for such parade.

On May 24, March will end at St. Philip's Church, 1101 Rte 90 - Garrison

On May 25, March will start at St. Mary's, 1 Chestnut St., Cold Spring at 9:30 a.m.

10. The time at which units of the parade will begin to assemble at any such assembly area or areas.

May 24, March ends at approximately 5:00 p.m. at St. Philip, Garrison

On May 25, March begins at 9:30 a.m. at St. Mary's Cold Spring

11. The interval of space to be maintained between units of such parade.

People will march as a single unit

12. If the parade is designed to be held by and on behalf of or for any person other than the applicant, the applicant for such permit shall file with the Town Clerk a communication in writing from the person proposing to hold the parade, authorizing the applicant to apply for the permit on his behalf. Person other than applicant proposing to hold parade (attach authorization.)

Letter enclosed from Rev. Will

13. The arrangements to be made for any sanitary facilities and for collection and disposal of any garbage, refuse or waste from the parade route or area at the conclusion of the parade.

March will use restrooms at churches supporting this effort, and at businesses open to public. March will properly dispose of garbage and waste

14. Any additional information which the Supervisor shall find reasonably necessary to determine whether a permit should be issued.

Three churches in Philipstown - St. Philip's in Garrison, St. Mary's in Cold Spring, and First Presbyterian in Cold Spring - are supporting the Rural & Migrant Minstrel "March for Farm Worker Justice."

James W. Boyce
APPLICANT

5/9/16
DATE

**PARADE PERMIT
TOWN OF PHILIPSTOWN**

1. This Parade Permit is issued to:
 - a) Applicant: **Rural & Migrant Ministry**
 - b.) Person other than Applicant proposing to hold Parade:
Rev. Richard Witt, Executive Director
 2. Date and starting time: **May 24 and May 25, 2016**
 3. Minimum Speed: **N/A**
 4. Maximum Speed: **N/A**
 5. Maximum interval of space to be maintained between the units of the parade: **N/A**
 6. The portions of the streets to be traversed that may be occupied by the parade:

ON May 24th, leave Peekskill cross into Philipstown on Route 9, north on Route 9 turning at Route 403 right on Route 9D and end at St. Philips Church, Route 9D.

May 25th, St. March Church Street proceeding north on 9D travel to Beacon.
 7. The maximum length of the parade in miles or fractions thereof: **N/A**
 8. Ending time: **May 24th 2 – 5 p.m. / May 25th 9:30 a.m. - Noon**
 9. The provisions to be made for any sanitary facilities and for collection and disposal of any garbage refuse or waste from the parade route or area at the conclusion of the parade:

Participants will use restrooms at Church's
 10. Such other information as the Supervisor shall find necessary to the enforcement of the Parade Law of the Town of Philipstown:
-

NOTICE:

- A. A permit tee hereunder shall comply with all permit directions and conditions and with all applicable law and ordinances.

B. Possession of permit. The parade chair or other person heading or leading such activity shall carry the parade permit upon his person during the conduct of the parade.

R. J. Sh
SUPERVISOR, TOWN OF PHILIPSTOWN

5-11-16
DATE

RESOLUTION

The following Resolution was presented by _____, seconded by _____ and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Supervisor Shea to sign the Parade Permit for the Rural & Migrant Ministry for an event to be held on May 24th and 25th, Nunc Pro Tunc, and waives the fees.



Town of Philipstown

Planning Board

238 Main Street, PO Box 155

Cold Spring, NY 10516

Office (845) 265- 5202 Fax (845) 265-2687

3

MEMORANDUM

May 23, 2016

ATTN: RICHARD SHEA
Town Board of Town of Philipstown
238 Main Street
P. O. Box 155
Cold Spring, New York 10516

Re: Release of funds for Synergy Gas (Now Cornerstone Propane), 3247 Route 9 {TM#27.8-1-2}

Dear Supervisor Shea:

At the May 19, 2016 Town Planning Board meeting a motion was made by Peter Lewis to okay the return of the escrow to Synergy Gas (now Cornerstone Propane). Neal Zuckerman seconded the motion. The motion carried unanimously.

I am requesting that any remaining escrow funds for processing and consultants' fees being held by the Town should be released back to the applicant at this time.

Very truly yours.

Linda Valentino
Zoning/Planning Secretary

RESOLUTION

The following Resolution was presented by _____, seconded by _____ and unanimously carried;

RESOLVED, that the Town Board hereby authorizes the release of escrow funds for Synergy Gas (Now Cornerstone Propane) for processing and consultant's fees as recommended by the Philipstown Planning Board.



Town of Philipstown

Planning Board

238 Main Street, PO Box 155

Cold Spring, NY 10516

Office (845) 265- 5202 Fax (845) 265-2687

4

MEMORANDUM

May 23, 2016

ATTN: RICHARD SHEA
Town Board of Town of Philipstown
238 Main Street
P. O. Box 155
Cold Spring, New York 10516

Re: Release of funds for Lee Kristoferson, 93 Old Albany Post Road North {TM#7.-1-2}

Dear Supervisor Shea:

At the May 19, 2016 Town Planning Board meeting a motion was made by Kim Conner to okay the return of the escrow to Lee Krisoferson and Peter Lewis seconded the motion. The motion carried unanimously.

I am requesting that any remaining escrow funds for processing and consultants' fees being held by the Town should be released back to the applicant at this time.

Very truly yours.

Linda Valentino
Zoning/Planning Secretary

RESOLUTION

The following Resolution was presented by _____, seconded by _____ and unanimously carried;

RESOLVED, that the Town Board hereby authorizes the release of escrow funds for Lee Kristoferson for processing and consultant's fees as recommended by the Philipstown Planning Board.

2015 Service Award Program Records

Philipstown and Garrison Volunteer Ambulance Corps Service Award Program
Philipstown Emergency Medical Services Volunteer Ambulance Corps, Inc.

Last Name	First Name	MI	Date of Birth	Gender	Accrued Service Credit	2015 Points Earned	Mailing Address	City, State & Zip Code	Status
1 Barton	Eugene			<u>M</u>	0	<u>0</u>			Active <i>LEFT COMPANY</i>
2 Christy	Sara	M.	1/19/1977	<u>F</u>	2	<u>0</u>	9 Broken Wing Way	Cold Spring, NY 10516	Active <i>LEFT COMPANY</i>
3 Coleman	Chris			<u>M</u>	0	<u>0</u>			Active
4 Cornelius	Justin			<u>M</u>	0	<u>0</u>			Active <i>LEFT COMPANY</i>
5 Egger	Jacklynn	V.	11/16/1990	<u>F</u>	2	<u>1</u>	2 Oakridge Drive	Cold Spring, NY 10516	Active
6 Egger	John	J.	2/25/1960	<u>M</u>	14	<u>61</u>	2 Oak Ridge Road	Cold Spring, NY 10516	Active
7 Falcone	Nicholas		8/6/1989	<u>M</u>	1	<u>90</u>			Active
8 Hyatt	Joseph			<u>M</u>	0	<u>0</u>			Active
9 Kavalier	Matthew	A.	2/21/1986	<u>M</u>	10	<u>72</u>	5 Parsonage Street	Cold Spring, NY 10516	Active
10 Lyons	Christopher	C.	8/31/1993	<u>M</u>	1	<u>53</u>	20 Lyons Road	Cold Spring, NY 10516	Active
11 Lyons	Michael			<u>M</u>	0	<u>0</u>			Active
12 Miller	Douglas			<u>M</u>	0	<u>0</u>			Active <i>LEFT COMPANY</i>
13 O'Dell	Patrick	J.	10/26/1982	<u>M</u>	10	<u>0</u>	55 Prospect Street	Beacon, NY 12508	Active
14 O'Neill	Daniel	T.	10/21/1986	<u>M</u>	3	<u>0</u>	135 Moffet Road	Cold Spring, NY 10516	Active
15 Phillips	Karen	G.	2/22/1967	<u>F</u>	1	<u>29</u>	10 New Street	Cold Spring, NY 10516	Active
16 Pidala, III	Salvatore	J.	5/18/1983	<u>M</u>	2	<u>32</u>	2 Depot Square	Cold Spring, NY 10516	Active
17 Pidala, Sr.	Salvatore	J.	1/19/1955	<u>M</u>	3	<u>1</u>	35 Gatehouse Road	Cold Spring, NY 10516	Active
18 Powell	Michael			<u>M</u>	0	<u>53</u>			Active
19 Radovich	Kevin			<u>M</u>	0	<u>5</u>			Active
20 Rizzo	Robert	W.	2/25/1962	<u>M</u>	3	<u>25</u>	4 North Drive	Poughkeepsie, NY 12603	Active

2015 Service Award Program Records

Philipstown and Garrison Volunteer Ambulance Corps Service Award Program
Philipstown Emergency Medical Services Volunteer Ambulance Corps, Inc.

Last Name	First Name	MI	Date of Birth	Gender	Accrued Service Credit	2015 Points Earned	Mailing Address	City, State & Zip Code	Status
21	Russo		2/6/1951	<u>M</u>	0	<u>0</u>	39 Parsonage Street	Cold Spring, NY 10516	Active <i>LEFT COMPANY</i>
22	Terio		11/6/1969	<u>M</u>	11	<u>0</u>	26 Verplank Avenue	Beacon, NY 12508	Active
23	Tobin	D.	8/25/1979	<u>F</u>	5	<u>52</u>	9A Old Albany Post Road North	Cold Spring, NY 10516	Active
24	Tobin	J.	11/2/1982	<u>M</u>	13	<u>61</u>	9 Old Albany Post Road North	Cold Spring, NY 10516	Active
25	Spear	A.	3/16/1984	<u>F</u>	8	<u>0</u>	66 Paulding Avenue	Cold Spring, NY 10516	Vested/Left 2012
26	Valentine	A.	11/17/1975	<u>M</u>	10	<u>0</u>	6 Garden Street	Cold Spring, NY 10516	Vested/Left 2014
27	Monroe	D.	2/7/1946	<u>M</u>	11	N/A	18 Parsonage Street	Cold Spring, NY 10516	Entitled 7/2009 <i>ENTITLED</i>

* Note: Not eligible to earn points; please update address or notify of death only. *

RESOLUTION

The following Resolution was presented by _____, seconded by _____ and unanimously carried;

RESOLVED, that the Philipstown Town Board hereby approves the ambulance worker's Service Award Program lists of all 2015 active volunteer ambulance workers of the Philipstown and Garrison Volunteer Ambulance Corps.

MS4 Annual Report Cover Page

MCC form for period ending March 9, 2016

Provide SPDES ID of each permitted MS4 included in this report.

SPDES ID
N Y R 2 0 A

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2 0 1 6

Name of MS4

SPDES ID

Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for *each* of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- Principal Executive Officer/Chief Elected Official
- Duly Authorized Representative
- Local Stormwater Public Contact
- Stormwater Management Program (SWMP) Coordinator
- Report Preparer

First Name MI Last Name

Title

Address

City State Zip -

eMail

Phone County

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2 0 1 6

Name of MS4 TOWN OF PHILIPSTOWN

SPDES ID
N Y R 2 0 A 4 7 0

Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for each of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- Principal Executive Officer/Chief Elected Official
- Duly Authorized Representative
- Local Stormwater Public Contact
- Stormwater Management Program (SWMP) Coordinator
- Report Preparer

First Name MI Last Name

D A V I D J K L O T Z L E

Title

W E T L A N D I N S P E C T O R

Address

2 3 8 M A I N S T R E E T

City State Zip

C O L D S P R I N G N Y 1 0 5 1 6 -

eMail

D K L O T Z L E @ P H I L I P S T O W N . C O M

Phone County

(8 4 5) 2 6 5 - 5 2 0 2 P U T N A M

MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2 0 1 6

Name of MS4 TOWN OF PHILIPSTOWN

SPDES ID

N Y R 2 0 4 4 7 0

Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period? Yes No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name

[Grid for Partner/Coalition Name]

Partner/Coalition Name (con't.)

[Grid for Partner/Coalition Name (con't.)]

SPDES Partner ID - If applicable

N Y R 2 0 [Grid]

Address

[Grid for Address]

City

[Grid for City]

State

[Grid for State]

Zip

[Grid for Zip]

-

[Grid for Zip extension]

eMail

[Grid for eMail]

Phone

([Grid]) [Grid] - [Grid]

Legally Binding Agreement in accordance with GP-0-08-002 Part IV.G.? Yes No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

MM1 [Grid]

MM2 [Grid]

MM3 [Grid]

MM4 [Grid]

MM5 [Grid]

MM6 [Grid]

Additional tasks/responsibilities

Watershed Improvement Strategy Best Management Practices required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

[Large empty grid for additional information]

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2016

Name of MS4 TOWN OF PHILIPSTOWN

SPDES ID

N Y R 2 0 A 4 7 0

Section 4 - Certification Statement

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

This form must be signed by either a principal executive officer or ranking elected official, or duly authorized representative of that person as described in GP-0-08-002 Part VI.J.

First Name

R I C H A R D

MI

Last Name

S H E A

Title (Clearly print title of individual signing report)

T O W N S U P E R V I S O R

Signature

Richard Shea

Date

0 5 / 2 7 / 2 0 1 6

Send completed form and any attachments to the DEC Central Office at:

MS4 Permit Coordinator
Division of Water
4th Floor
625 Broadway
Albany, New York 12233-3505

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	6
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF PHILIPSTOWN

SPDES ID

N	Y	R	2	0	4	7	0
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4. Evaluating Progress Toward Measurable Goals MCM 1

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

INCREASED STORMWATER PROTECTION BY LOCAL HIGHWAY DEPT. AND TOWN ROAD CONTRACTORS
--

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

SILT FENCES AND OTHER EROSION CONTROL DEVICES IN EVIDENCE ALONG AREAS OF RECENT DRAINAGE WORK

C. How many times was this observation measured or evaluated in this reporting period?

			3
--	--	--	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this Measurable Goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

DISTRIBUTE BMP INFO AND TRAINING TO NEW HIGHWAY SUPERINTENDANT
--

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2016

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

3. Where can the public access copies of this annual report, Stormwater Management Program SWMP) Plan and submit comments on those documents?

Enter address/contact info and select radio button to indicate which document is available and whether comments may be submitted at that location. Submit additional pages as needed.

MS4/Coalition Office Annual Report SWMP Plan Comments

Department

Address

City

-

Zip

Phone

() -

Library Annual Report SWMP Plan Comments

Address

City

Zip

Phone

() -

Other Annual Report SWMP Plan Comments

Address

City

Zip

Phone

() -

Web Page URL: Annual Report SWMP Plan Comments

Please provide specific address of page where report can be accessed - not home page.

eMail Comments

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	6
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

T	O	W	N	O	F	P	H	I	L	I	P	S	T	O	W	N
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SPDES ID

N	Y	R	2	0	4	7	0
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4.a. If this report was made available on the internet, what date was it posted?

Leave blank if this report was not posted on the internet.

0	5	/	2	0	/	2	0	1	5
---	---	---	---	---	---	---	---	---	---

4.b. For how many days was/will this report be posted?

3	6	5
---	---	---

If submitting a report for single MS4, answer 5.a.. If submitting a joint report, answer 5.b..

5.a. Was an Annual Report public meeting held in this reporting period?

Yes No

If Yes, what was the date of the meeting?

		/			/				
--	--	---	--	--	---	--	--	--	--

If No, is one planned?

Yes No

5.b. Was an Annual Report public meeting held for all MS4s contributing to this report during this reporting period?

Yes No

If No, is one planned for each?

Yes No

6. Were comments received during this reporting period?

Yes No

If Yes, attach comments, responses and changes made to SWMP in response to comments to this report.

CONTINUED ATTENANCE AT CONSERVATION AND PLANNING BOARD MEETINGS SHOWS INTEREST

C. How many days was this observation measured or evaluated in this reporting period?

--	--	--	--

D. Has your MS4 made progress toward this measurable goal during this reporting period? Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP? Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

CONTINUED INFORMATION AT THE CONSERVATION BOARD MEETINGS

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF PHILIPSTOWN

SPDES ID

N	Y	R	2	0	4	7	0
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7. Evaluating Progress Toward Measurable Goals MCM 2

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

CONTINUE TO SOLICIT PUBLIC INPUT ON STORMWATER ISSUES IN LOCAL DEVELOPMENT

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

CONTINUED ATTENANCE AT CONSERVATION AND PLANNING BOARD MEETINGS SHOWS INTEREST

C. How many times was this observation measured or evaluated in this reporting period?

			9
--	--	--	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

CONTINUED INFORMATION AT THE CONSERVATION BOARD MEETINGS

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2 0 1 6

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition TOWN OF PHILIPSTOWN

SPDES ID
N Y R 2 0 4 7 0

12. Evaluating Progress Toward Measurable Goals MCM 3

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

INCREASED STORMWATER PROTECTION BY LOCAL HIGHWAY DEPT. AND TOWN ROAD CONTRACTORS

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

SILT FENCES AND OTHER EROSION CONTROL DEVICES IN EVIDENCE ALONG AREAS OF RECENT DRAINAGE WORK

C. How many times was this observation measured or evaluated in this reporting period?

5

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

IMPROVED USE OF BMPs BY TOWN DEPARTMENTS

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF PHILIPSTOWN

SPDES ID

N	Y	R	2	0	4	7	0
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Minimum Control Measures 4 and 5.
Construction Site and Post-Construction Control

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

--	--	--

1a. Has each MS4 contributing to this report adopted a law, ordinance or other regulatory mechanism that provides equivalent protection to the NYS SPDES General Permit for Stormwater Discharges from Construction Activities? Yes No

1b. Has each Town, City and/or Village contributing to this report documented that the law is equivalent to a NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control through either an attorney certification or using the NYSDEC Gap Analysis Workbook? Yes No NT

If Yes, Towns, Cities and Villages provide date of equivalent NYS Sample Local Law. 09/2004 03/2006 NT

2. Does your MS4/Coalition have a SWPPP review procedure in place? Yes No

3. How many Construction Stormwater Pollution Prevention Plans (SWPPPs) have been reviewed in this reporting period?

		5
--	--	---

4. Does your MS4/Coalition have a mechanism for receipt and consideration of public comments related to construction SWPPPs? Yes No NT

If Yes, how many public comments were received during this reporting period?

		0
--	--	---

5. Does your MS4/Coalition provide education and training for contractors about the local SWPPP process? Yes No

6. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:

- | | | | | | | | | |
|---|---|---|--|---|--|--|---|---|
| <input checked="" type="radio"/> Notices of Violation | # | <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px; text-align: center;">2</td></tr></table> | | | | | 2 | <input type="radio"/> No Authority |
| | | | | 2 | | | | |
| <input checked="" type="radio"/> Stop Work Orders | # | <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px; text-align: center;">2</td></tr></table> | | | | | 2 | <input type="radio"/> No Authority |
| | | | | 2 | | | | |
| <input checked="" type="radio"/> Criminal Actions | # | <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px; text-align: center;">0</td></tr></table> | | | | | 0 | <input checked="" type="radio"/> No Authority |
| | | | | 0 | | | | |
| <input checked="" type="radio"/> Termination of Contracts | # | <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px; text-align: center;">0</td></tr></table> | | | | | 0 | <input checked="" type="radio"/> No Authority |
| | | | | 0 | | | | |
| <input checked="" type="radio"/> Administrative Fines | # | <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px; text-align: center;">0</td></tr></table> | | | | | 0 | <input checked="" type="radio"/> No Authority |
| | | | | 0 | | | | |
| <input checked="" type="radio"/> Civil Penalties | # | <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px; text-align: center;">0</td></tr></table> | | | | | 0 | <input checked="" type="radio"/> No Authority |
| | | | | 0 | | | | |
| <input checked="" type="radio"/> Administrative Orders | # | <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px; text-align: center;">0</td></tr></table> | | | | | 0 | <input checked="" type="radio"/> No Authority |
| | | | | 0 | | | | |
| <input checked="" type="radio"/> Enforcement Actions or Sanctions | # | <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px; text-align: center;">0</td></tr></table> | | | | | 0 | |
| | | | | 0 | | | | |
| <input type="radio"/> Other | # | <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF PHILIPSTOWN

SPDES ID

N	Y	R	2	0	4	7	0
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Minimum Control Measure 4. Construction Site Stormwater Runoff Control

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

--	--	--

1. How many construction projects have been authorized for disturbances of one acre or more during this reporting period?

		2
--	--	---

2. How many construction projects disturbing at least one acre were active in your jurisdiction during this reporting period?

		5
--	--	---

3. What percent of active construction sites were inspected during this reporting period? NT

1	0	0
---	---	---

 %

4. What percent of active construction sites were inspected more than once? NT

1	0	0
---	---	---

 %

5. Do all inspectors working on behalf of the MS4s contributing to this report use the NYS Construction Stormwater Inspection Manual? Yes No NT

6. Does your MS4/Coalition provide public access to Stormwater Pollution Prevention Plans (SWPPPs) of construction projects that are subject to MS4 review and approval? Yes No NT

If your MS4 is Non-Traditional, are SWPPPs of construction projects made available for public review? Yes No

If Yes, use the following page to identify location(s) where SWPPPs can be accessed.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2016

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition TOWN OF PHILIPSTOWN

SPDES ID
N Y R 2 0 4 7 0

6. con't.:

Submit additional pages as needed.

● MS4/Coalition Office

Department

B U I L D I N G D E P T . C O D E E N F O R C E M E N T

Address

2 3 8 M A I N S T R E E T

City

C O L D S P R I N G N T

Zip

1 0 5 1 6 -

Phone

(8 4 5) 2 6 5 - 5 2 0 2

○ Library

Address

City

Zip

-

Phone

() -

○ Other

Address

City

Zip

-

Phone

() -

○ Web Page URL(s): Please provide specific address where SWPPPs can be accessed - not home page.

URL

URL

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	6
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF PHILIPSTOWN

SPDES ID

N	Y	R	2	0	4	7	0
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7. Evaluating Progress Toward Measurable Goals MCM 4

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMP in this reporting period.

HELP TOWN DEPARTMENTS OF BECOME AWARE OF BMPs

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

HIGHWAY DEPT. USING SILTFENCES WHERE NECESSARY

C. How many times was this observation measured or evaluated in this reporting period?

			3
--	--	--	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

DISTRIBUTE BMP INFO AND TRAINING TO NEW HIGHWAY SUPERINTENDANT

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	6
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF PHILIPSTOWN

SPDES ID

N	Y	R	2	0	4	7	0
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- 4a. Are the MS4s contributing to this report involved in a regional/watershed wide planning effort?
 Yes No

- 4b. Does the MS4 have a banking and credit system for stormwater management practices?
 Yes No

- 4c. Do the SWMP Plans for each MS4 contributing to this report include a protocol for evaluation and approval of banking and credit of alternative siting of a stormwater management practice?
 Yes No

- 4d. How many stormwater management practices have been implemented as part of this system in this reporting period?

		0
--	--	---

- 5. What percent of municipal officials/MS4 staff responsible for program implementation attended training on Low Impace Development (LID), Better Site Design (BSD) and other Green Infrastructure principles in this reporting period?

1	0	0
---	---	---

 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	6
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF PHILIPSTOWN

SPDES ID

N	Y	R	2	0	4	7	0
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6. Evaluating Progress Toward Measurable Goals MCM 5

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

MAKE TOWN HIGHWAY AWHERE OF AND USE BMPs

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

HIGHWAY DEPT HAS INCREASED THE USE OF SILT FENCES AND PUMP AROUND SYSTEMS

C. How many times was this observation measured or evaluated in this reporting period?

			3
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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

INCREASE PUBLIC AWHERENESS OF NUTRIENT POULITION FROM LAWN FERTLIZERS

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	6
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF PHILIPSTOWN

SPDES ID

N	Y	R	2	0	4	7	0
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Minimum Control Measure 6. Stormwater Management for Municipal Operations

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

--	--	--

1. Choose/list each municipal operation/facility that contributes or may potentially contribute Pollutants of Concern to the MS4 system. For each operation/facility indicate whether the operation/facility has been addressed in the MS4's/Coalition's Stormwater Management Program(SWMP) Plan and whether a self-assessment has been performed during the reporting period. A self-assessment is performed to: 1) determine the sources of pollutants potentially generated by the permittee's operations and facilities; 2) evaluate the effectiveness of existing programs and 3) identify the municipal operations and facilities that will be addressed by the pollution prevention and good housekeeping program, if it's not done already.

<u>Operation/Activity/Facility</u>	<u>Addressed in SWMP?</u>		<u>Self-Assessment Operation/Activity/Facility performed within the past 3 years?</u>	
	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Street Maintenance.....	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Bridge Maintenance.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Winter Road Maintenance.....	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Salt Storage.....	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Solid Waste Management.....	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
New Municipal Construction and Land Disturbance..	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Right of Way Maintenance.....	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Marine Operations.....	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Hydrologic Habitat Modification.....	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Parks and Open Space.....	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Municipal Building.....	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Stormwater System Maintenance.....	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Vehicle and Fleet Maintenance.....	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Other.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2 0 1 6

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

N	Y	R	2	0	4	7	0
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2. Provide the following information about municipal operations good housekeeping programs:

- Parking Lots Swept (Number of acres X Number of times swept) # Acres
 - Streets Swept (Number of miles X Number of times swept) # Miles
 - Catch Basins Inspected and Cleaned Where Necessary #
 - Post Construction Control Stormwater Management Practices Inspected and Cleaned Where Necessary #
 - Phosphorus Applied In Chemical Fertilizer # Lbs.
 - Nitrogen Applied In Chemical Fertilizer # Lbs.
 - Pesticide/Herbicide Applied # Acres
- (Number of acres to which pesticide/herbicide was applied X Number of times applied to the nearest tenth.)

3. How many stormwater management trainings have been provided to municipal employees during this reporting period?

4. What was the date of the last training?

/ /

5. How many municipal employees have been trained in this reporting period?

6. What percent of municipal employees in relevant positions and departments receive stormwater management training?

%

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	6
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF PHILIPSTOWN

SPDES ID

N	Y	R	2	0	4	7	0
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7. Evaluating Progress Toward Measurable Goals MCM 6

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

MAKE TOWN HIGHWAY AWHERE OF AND USE BMPs

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

HIGHWAY DEPT HAS INCREASED THE USE OF SILT FENCES AND PUMP AROUND SYSTEMS

C. How many times was this observation measured or evaluated in this reporting period?

			3
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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

DISTRIBUTE BMP INFO AND TRAINING TO NEW HIGHWAY SUPERINTENDENT

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	6
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

T	O	W	N	O	F	P	H	I	L	I	P	S	T	O	W	N
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SPDES ID

N	Y	R	2	0	4	7	0
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Additional Watershed Improvement Strategy Best Management Practices

The information in this section is being reported (check one):

- On behalf of an individual MS4
 On behalf of a coalition

How many MS4s contributed to this report?

--	--	--

MS4s must answer the questions or check NA as indicated in the table below.

MS4 Description	Answer	Check NA	(POC)
NYC EOH Watershed	-	-	-
Traditional Land Use	1,2,3,4,5,6,7a-d,8a,8b,9	10,11,12	Phosphorus
Traditional Non-Land Use	1,2,3,4,7a-d,8a,8b,9	5,10,11,12	Phosphorus
Non-Traditional	1,2,77a-d,8a,8b,9	3,4,5,10,11,12	Phosphorus
Onondaga Lake Watershed	-	-	-
Traditional Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Non-Traditional	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Greenwood Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Oyster Bay	-	-	-
Traditional Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Non-Traditional	1,4,7a-d,9	2,3,4,5,8a,8b,10,11,12	Pathogens
Peconic Estuary	-	-	-
Traditional Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Traditional Non-Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Non-Traditional	1,4,7a-d,8a,9	2,3,4,5,8b,10,11,12	Pathogens and Nitrogen
Oscawana Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
LI 27 Embayments	-	-	-
Traditional Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Non-Traditional	1,2,3,4,7a-d,9	5,6,8a,8b,10,11,12	Pathogens

1. Does your MS4/Coalition have an education program addressing impacts of phosphorus/nitrogen/pathogens on waterbodies? Yes No N/A

2. Has 100% of the MS4/Coalition conveyance system been mapped in GIS? Yes No N/A

If N/A, go to question 3.

If No, estimate what percentage of the conveyance system has been mapped so far.

--	--	--

 %

Estimate what percentage was mapped in this reporting period.

--	--	--

 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	6
---	---	---	---

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF PHILIPSTOWN

SPDES ID

N	Y	R	2	0	4	7	0
---	---	---	---	---	---	---	---

3. Does your MS4/Coalition have a Stormwater Conveyance System (infrastructure) Inspection and Maintenance Plan Program? Yes No N/A
4. Estimate the percentage of on-site wastewater treatment systems that have been inspected and maintained or rehabilitated as necessary in this reporting period?

		0
--	--	---

 %
5. Has your MS4/Coalition developed a program that provides protection equivalent to the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001) to reduce pollutants in stormwater runoff from construction activities that disturb five thousand square feet or more? Yes No N/A
6. Has your MS4/Coalition developed a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre that provides equivalent protection to the NYS DEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001), including the New York State Stormwater Design Manual Enhanced Phosphorus Removal Standards? Yes No N/A
- 7a. Does your MS4/Coalition have a retrofitting program to reduce erosion or phosphorus/nitrogen/pathogen loading? Yes No N/A
- 7b. How many projects have been sited in this reporting period?

		0
--	--	---
- 7c. What percent of the projects included in 7b have been completed in this reporting period?

		0
--	--	---

 %
- 7d. What percent of projects planned in previous years have been completed?

		2
--	--	---

 %
- No Projects Planned
- 8a. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper fertilizer application on municipally owned lands? Yes No N/A
- 8b. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper disposal of grass clippings and leaves from municipally owned lands? Yes No N/A

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	6
---	---	---	---

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF PHILIPSTOWN

SPDES ID

N	Y	R	2	0	4	7	0
---	---	---	---	---	---	---	---

9. Has your MS4/Coalition developed and implemented a program of native planting?

Yes No N/A

10. Has your MS4/Coalition enacted a local law prohibiting pet waste on municipal properties and prohibiting goose feeding?

Yes No N/A

11. Does your MS4/Coalition have a pet waste bag program?

Yes No N/A

12. Does your MS4/Coalition have a program to manage goose populations?

Yes No N/A

RESOLUTION

The following Resolution was presented by _____, seconded by ____ and unanimously carried;

WHEREAS, the Town of Philipstown has been identified as a Municipal Separate Storm Sewer System (MS4) under the EPA's Phase II Stormwater Regulations under the Clean Water Act of 1999, and

WHEREAS, the Phase II Program requires each MS4 to prepare an Annual Report, on the efforts the Town of Philipstown to protect and improve the water quality of our streams and water bodies; and

WHEREAS, the public is invited to review the Annual Report and provide input; and

WHEREAS, a Annual Report has been prepared in conformance with the Phase II Regulations by the Stormwater Management Officer of the Town of Philipstown; and

WHEREAS, the Annual Report must be submitted to the New York State Department of Environmental Conservation Offices in Albany, New York by June 1, 2016, or as amended;

NOW, THEREFORE, BE IT RESOLVED, that the Annual report is accepted by the Town of Philipstown Town Board and that said Annual Report is available for public review at <http://www.Philipstown.com> and the Philipstown Town Hall;

AND BE IT FURTHER RESOLVED, that David Klotzle, Resource Officer forward said report to the New York State Department of Environmental Conservation for filing.

Renewable Highlands

Community Choice Aggregation

Next Steps

Summary

- Renewable Highlands has role (and funding) in NYSERDA CCA development grant to support development of local CCA initiative.
- New PSC Order outlines CCA Administrator role for municipalities. We are developing a local CCA entity that will fulfill admin role for all participating municipalities and enable secondary programs that maximize potential of CCA:
 - RFP for Administrator consultant via 1 muni, share results with all
 - Hire 2-3 staff for local outreach and program management
 - Oversee consultants for additional projects (e.g. efficiency, community solar, demand response)
- Municipalities need dedicated liaison and to prepare for public notice requirements
- Support from: Philipstown, Beacon, Fishkill, Wappingers Falls
- Reaching out to: Wappinger, East Fishkill, Newburgh, New Windsor, Cornwall (open to suggestions)

Update

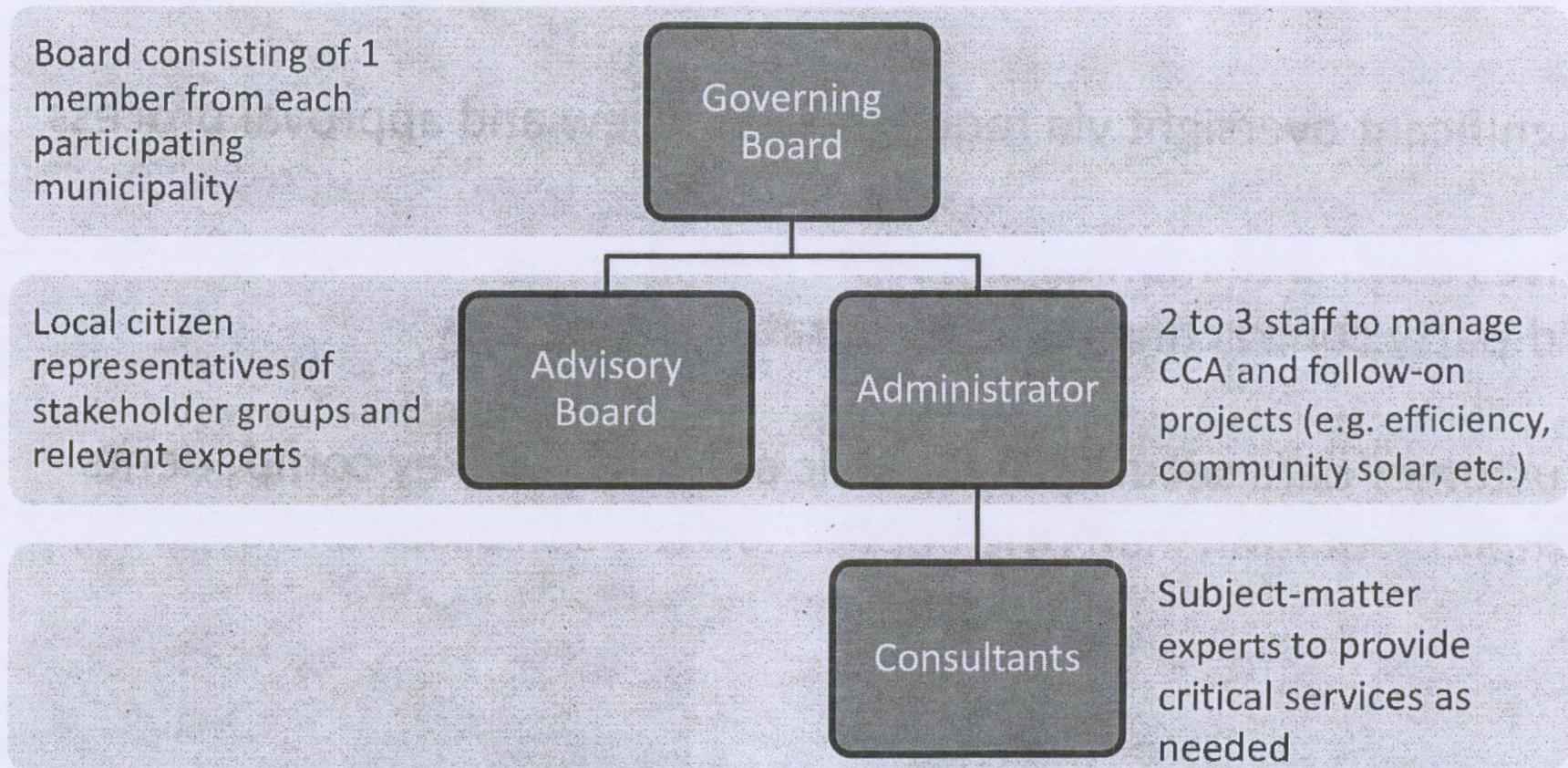
- NY Public Service Commission issued Order authorizing CCA state-wide 4/21/16
- Westchester Power selected supply contracts, program launched 5/1/16, projected annual savings in \$4-5 million range
- Renewable Highlands will receive funding as part of Joule Assets' (group behind Westchester Power) NYSERDA grant to support creation of local CCA initiatives
- Renewable Highlands Advisory Board member developing CCA operating plan with oversight from NYSERDA as part of independent professional development program

PSC Order

- In line with expectations and builds on experience of Westchester Power's pilot project
- Significant oversight via required PSC review and approval process
- Gives control to municipalities via Administrator role but allows third-party contracting of Administrator duties
- Customer data security and public outreach are key components of Implementation Plan (the application to PSC to launch new CCA)

CCA Entity

- Capture economies of scale across multiple munis and maximize CCA potential by establishing a new CCA entity:



CCA Entity – Governing Board

- PSC Order gives authority and responsibility of CCA to municipalities. With multiple munis participating, a governing board structure is necessary
- Includes at least one representative from each participating municipality
- Role includes selecting bid, oversight of operations and secondary projects
- Activity is low during operations until contract renewal

CCA Entity – Advisory Board

- A non-voting advisory board established to facilitate local participation and coordination among communities and CCA
- Includes members of various stakeholder groups (residents, business owners, senior groups, non-profits, etc.)
- Provides feedback to CCA governing board and shapes action on local priorities

CCA Entity – Administrator

- Key role that requires technical expertise and local presence to maximize benefit of CCA.
- Responsible for creating and submitting Implementation Plan, public outreach and directing additional savings-generating initiatives
- Hiring local staff and contracting for technical expertise as needed will result in most desirable outcome at least cost
- Staff and consultant costs covered by a small portion of savings from CCA supply contract

CCA Entity – Consultants

- Hiring third-party experts on an as-needed basis will lead to additional savings while providing flexibility to governing board
- Services include:
 - Administrator roles during Implementation
 - Creating data protection plan
 - Facilitating public information sessions
 - Secondary services during Operations
 - Energy efficiency program implementation
 - Community solar project development
 - Demand response program implementation (e.g. “PowerHour”)

Implementation

- Single muni issues RFP for Administrator services, shares results with all munis. Initial governing board selects Administrator
 - Administrator will develop and submit Implementation Plan with support from Renewable Highlands and feedback from governing board
- Renewable Highlands will continue to build support for CCA initiative among municipalities and residents
- After filing Implementation Plan with PSC, binding resolutions and bid criteria will be due from participating munis

Operations

- Energy supply contract will be signed by supplier, CCA entity and each participating muni
- CCA staff will be hired to oversee contractors and provide necessary information to governing board
- Over first and second years, share of responsibilities (and funds) will shift from third-party consultants to CCA entity

Next Steps

- Dedicate representative for governing board
- Work with Renewable Highlands to broaden muni participation
- Provide input to selection of provider of CCA Administrator services
- Plan for resident mailing and public hearing after Administrator selection is complete

RESOLUTION

The following Resolution was presented by _____, seconded by _____ and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Supervisor Shea to represent the Town of Philipstown for the Renewable Highlands Community Choice Aggregation.

SOLAR POWER SALES AGREEMENT

between

SHF SYSTEMS LLC

and

TOWN OF PHILIPSTOWN

SOLAR POWER SALES AGREEMENT

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SOLAR POWER SALES AGREEMENT

CONFIDENTIAL

This Solar Power Sales Agreement (this "Agreement") is made and entered into as of _____, 2016, (the "Effective Date") between SHF Systems LLC, a New York limited liability company ("Power Provider") and Town of Philipstown with an address at 107 Glenclyffe Drive, Garrison, NY 10524 ("Purchaser"). Power Provider and Purchaser shall each, at times, be referenced herein individually as a "Party" and, together, as the "Parties". This Agreement is made and entered into by the Parties with reference to the following facts:

WITNESSETH:

WHEREAS, Purchaser is the owner of the real property identified and more particularly described in **Exhibit A** attached hereto (the "Site");

WHEREAS, Power Provider desires to install and operate an integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, transformers, disconnects, combiners, switches, wiring devices and wiring (the "System") for the Site as more particularly described in **Exhibit B** attached hereto.

WHEREAS, Power Provider desires to sell, and Purchaser desires to purchase one hundred percent (100%) of the electricity generated and delivered by the System, the Installation Work (as hereinafter defined), the O&M Work (as hereinafter defined) and all other services to be provided by Power Provider pursuant to this Agreement and in accordance with the terms and conditions set forth herein (collectively, the "Power Provider Services");

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. DEFINITIONS

1.1 Definitions

. Capitalized terms used herein have the meanings assigned to them in this Agreement (including the Exhibits).

SECTION 2. SOLAR POWER PURCHASE

1.2 Purchase Agreement

. Commencing on the Commercial Operation Date (as defined in Section 4.1), Power Provider agrees to deliver one hundred percent (100%) of the electricity generated by the System to Purchaser at the point of interconnection between the System and the existing electrical equipment located at the Site used to service the Purchaser's electricity load (the "Delivery Point"). The Delivery Point shall be located on the Purchaser's side of the electric utility meter. Purchaser agrees to purchase one hundred percent (100%) of the electricity generated and

delivered to the Delivery Point by the System. Prior to the Commercial Operation Date, Purchaser shall take delivery of any test energy delivered at the Delivery Point. Purchaser shall pay Power Provider an amount equal to \$0 for each kWh of test energy delivered.

1.3 Price

. Purchaser shall pay to Power Provider the "Service Fee" with respect to each Billing Month during the Term in accordance with the terms of **Exhibit C**.

1.4 Timing and Method of Payment

(a) At the beginning of each Billing Month (as defined below), Power Provider shall deliver to Purchaser an invoice for the Service Fee in respect of the previous Billing Month. Not more than fifteen (15) days after receipt of such invoice by electronic data exchange (as described in clause (b) below) (or by such later date as the invoice may specify), Purchaser shall pay to Power Provider, by check or wire transfer of immediately available funds to an account specified in writing by Power Provider or by any other means agreed to by the Parties in writing from time to time, the amount set forth as due in such invoice. All payments which are not paid by Purchaser when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal one and one-half percent (1.5%) per month. "Billing Months" (individually, a "Billing Month") shall mean periods of time equivalent to the monthly periods for which the local electric distribution company providing electric distribution services to the Purchaser (the "Local Electric Utility") bills Purchaser for the purchase of electricity; provided, that no period of time shall be considered a Billing Month hereunder unless such period concludes after the Commercial Operation Date. Billing Months shall be established so as to coincide with Purchaser's electric utility billing cycles.

(b) All invoices under this Agreement shall be sent to Purchaser's address set forth in Section 10. Invoices shall also be sent by electronic data interchange using channels and standards mutually agreeable to the Parties.

1.5 [Intentionally Omitted]

..

1.6 Net Metering

. Provided that there is no then-existing Event of Default as defined in Section 6.1 below) by Purchaser, Purchaser shall be entitled to any benefits available by law under applicable "Net Metering" regulations relating to credits and reimbursements given, paid or due by the Local Electric Utility.

SECTION 3. TERM AND TERMINATION

1.7 Term

. The term of this Agreement shall commence on the Effective Date and continue until the [twenty-five (25)] year anniversary of the Commercial Operation Date, unless terminated prior thereto in accordance with the provisions of this Agreement (the "Term").

1.8 [Intentionally Omitted]

].

1.9 Removal of System at Expiration

. At the end of the Term or upon any earlier termination of this Agreement, Power Provider shall, at Power Provider's expense, remove all of the tangible property comprising the System from the Site not later than ninety (90) days after such expiration or termination. Upon any such removal, Power Provider shall leave the Site in the same condition as it was on the Effective Date except for any reasonable wear and tear that would have occurred had the System not been installed on the Site, and shall at its own expense repair any damage to the Site occasioned by the presence or removal of the System. If Power Provider fails to remove the System within ninety (90) days of the end of the Term, Purchaser shall have the right, at its option, to dispose of the System in any manner it deems reasonable at Power Provider's expense.

1.10 Termination as Consequence of a Force Majeure Event.

If a Force Majeure Event (as defined below) shall have occurred that impairs Power Provider's or Purchaser's ability to perform its respective obligations hereunder, Power Provider and Purchaser each shall be excused from performing the impaired obligation so long as the Force Majeure Event remains unabated, and if such impairment continues for a period of one hundred eighty (180) days, then each Party shall be entitled to terminate this Agreement upon thirty (30) days' written notice to the other. If at the end of such thirty (30) day period such Force Majeure Event shall still be continuing, this Agreement shall automatically terminate. If at the end of such thirty (30) day period such Force Majeure Event shall no longer be continuing, the termination notice shall be deemed void and this Agreement shall continue in full force and effect. Upon any termination pursuant to this Section 3.4, neither Party shall have any liability to the other, except those obligations under this Agreement which survive in accordance with Section 14.5.

"Force Majeure Event" means any cause beyond the control of a Party which, by the exercise of due foresight, such Party could not reasonably have been expected to avoid, and which by the exercise of due diligence, such Party without fault attributable to it is unable to overcome, including, without limitation, action by a governmental authority, a moratorium on any activities related to this Agreement, changes in Applicable Law (as defined in Section 5.1) occurring after the date hereof, failure of a third party to grant or recognize a permit, license, consent or approval of a governmental authority required to be obtained hereunder (provided that the Party affected has made timely and reasonable commercial efforts to obtain and maintain the same), any strike or other third-party labor dispute, and any flood, earthquake, fire, lightning, epidemic, war, acts of terror, riot, civil disturbance or act of God. Weather conditions of the sort and degree taken into account in projecting any given System's output shall not be considered Force Majeure Events.

SECTION 4. RIGHTS AND OBLIGATIONS OF POWER PROVIDER

1.11 Construction of System

(a) At its sole cost and expense, Power Provider shall (i) secure all necessary approvals, consents, licenses, permits and inspections from all relevant governmental authorities and the Local Electric Utility for the installation of the System, and (ii) design, build, install, and maintain and cause the System to operate in accordance with the parameters and specifications set forth in **Exhibit B**. Power Provider shall further cause the System to be designed, engineered, installed and constructed (collectively, the "Installation Work") in accordance with this Agreement, with industry standards and with prevailing best practices by contractor(s) licensed to undertake such work. Additionally, Power Provider shall use commercially reasonable efforts to perform the Installation Work in a manner intended to limit inconvenience to and interference with Purchaser and Purchaser's invitees' and customers' use of the Site.

(b) Power Provider agrees to (i) obtain and manage the applications for all necessary approvals from the Local Electric Utility, including the submission of applications for interconnection of the System with the Local Electric Utility, and to see that all such interconnections are made and (ii) pay all costs, fees and expenses in connection with all such applications and interconnections, including any such costs, fees and expenses as may be assessed by the Local Electric Utility.

(c) Power Provider shall (i) conduct testing of the System ("System Acceptance Testing") in accordance with the protocols and procedures that have been established by the New York State Energy Research and Development Authority (or any successor program) and (ii) meet all requirements established by the Local Electric Utility or any Applicable Law. If the results of such System Acceptance Testing indicate that the System is capable of delivering electrical energy of the quality, reliability and quantity projected and warranted in **Exhibit B** for four (4) continuous hours using such instruments and meters as have been installed for such purposes, and if the System has been approved for interconnected operation by the Local Electric Utility, then Power Provider shall send a written notice to that effect to Purchaser (a "Completion Notice"), accompanied by a copy of the results of the System Acceptance Testing. The "Commercial Operation Date" shall be the date the Completion Notice is received by Purchaser.

1.12 Operations and Maintenance

(d) *O&M Work*. Power Provider shall provide, or cause a reputable, qualified and experienced third party to provide, (i) all necessary operation, repair (ordinary and extraordinary), replacement, monitoring and maintenance services for the System during the Term in compliance with all Applicable Laws now or hereafter in force during the Term, regardless of the cause, and (ii) the monitoring and maintenance of all metering equipment necessary to determine the quantity of electricity produced by the System (collectively, the "O&M Work"). Power Provider shall use commercially reasonable efforts to perform the O&M Work in a manner intended to limit inconvenience to and interference with Purchaser and

Purchaser's invitees' and customers' use of the Site. For the avoidance of doubt, the O&M Work shall include all repairs, parts and labor necessary to keep the System operating in compliance with the parameters and specifications set forth in **Exhibit B** during the Term.

(e) *Malfunctions.* Purchaser and Power Provider each shall notify the other within twenty-four (24) hours following its discovery of any material malfunction in the operation of the System (a "Malfunction"), including, without limitation, any interruption in the supply of Power Provider Services. As soon as reasonably possible after any notice is received from Purchaser of a Malfunction or after Power Provider's own discovery of a Malfunction, Power Provider shall (i) commence repairs and (ii) restore the supply of Power Provider Services.

(f) *Metering.*

(i) Power Provider shall maintain the calibration and operation of the Meter for the System for the measurement of the electricity generated by the System and delivered to Purchaser. Data retrieved from such Meter shall serve as the basis for monthly invoicing as described in Section 2.3. "Meter" shall mean a set of instruments meeting applicable electric industry and local utility company standards installed by Power Provider to measure and record the volume and other required delivery characteristics of electrical energy delivered hereunder or otherwise consumed by Purchaser. Power Provider shall furnish a real-time electronic data feed for the System produced by the corresponding Meter. Power Provider shall, promptly following a written request from Purchaser for a special test and calibration of the Meter, cause a mutually acceptable qualified facility to test the Meter, a report of which will be given to each Party. If Purchaser requests such a test, Purchaser shall bear the cost of testing, unless the Meter so tested is shown to be in error by more than 2.0%, in which event Power Provider shall bear the cost of testing. If testing of the Meter indicates that the Meter is in error by more than 2.0%, then Power Provider shall promptly repair or replace the Meter. There shall be a corresponding retroactive adjustment to the Service Fee based on any such test results for:

(A) the actual period of time when such error caused inaccurate Meter recordings, if that period can be determined to the mutual satisfaction of the Parties, or

(B) if such period cannot be so determined, then a period equal to one-half of the period from the later of (x) the date of the last previous test confirming accurate metering, or (y) the date the Meter was placed into service, through the date that the Meter is repaired.

(g) Without in any way limiting Power Provider's obligations under this Section 4.2, Power Provider shall provide remote monitoring access to Purchaser that enables Purchaser to observe how the System is functioning on a daily basis and to monitor all metering and usage data, provided that Purchaser shall make available to Power Provider the necessary internet or intranet connections.

1.13 General Obligations

. Power Provider covenants and agrees to the following:

(h) Power Provider shall secure and maintain all approvals, consents, licenses, permits and inspections from all relevant governmental authorities and the Local Electric Utility, as well as any other agreements and consents, necessary to enable Power Provider to perform the O&M Work and to provide the Power Provider Services; provided, however, that Power Provider's inability to do so as a result of acts or omissions by relevant governmental authorities and the Local Electric Utility shall not constitute a breach of this obligation. Power Provider shall deliver to Purchaser copies of all approvals, consents, licenses, permits and inspection reports obtained by Power Provider.

(i) Power Provider shall comply in all material respects with all Applicable Laws in connection with the Installation Work, the O&M Work and the Power Provider Services.

(j) The Power Provider shall ensure that any difference between the final plans and specifications for the System and those contained in **Exhibit B** shall not create or cause (i) any material increase of danger to persons or property, (ii) a materially increased structural or physical impact on the Site, (iii) materially increased costs to Site for roof maintenance or other expenses or (iv) violation of Applicable Laws.

(k) Power Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature (collectively, "Liens") on the Site or any interest therein; provided, that the foregoing shall not preclude Power Provider, without approval of Purchaser, from otherwise encumbering its interest in the System for the purposes of financing the construction and/or operation of the System in accordance with Section 9.5. If Power Provider breaches its obligations under this Section, it shall immediately notify Purchaser in writing, shall promptly cause such Lien to be discharged and released of record without cost to Purchaser, and shall defend and indemnify Purchaser against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien. This provision shall survive the expiration or other termination of this Agreement

1.14 Ownership of System and Environment Attributes

. Power Provider, or Power Provider's successors or assigns, shall retain title to and be the legal and beneficial owner of the System at all times and the System shall remain the personal property of Power Provider or Power Provider's assigns, and shall not attach to or be deemed a part of the real estate or fixture to the Site. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser herewith grants, transfers and assigns to the Power Provider or Power Provider's successors or assigns any right, title, and interest in any and all Environmental Attributes and any accounts, deposits, certificates, participations or any other interests relating to the Environmental Attributes (as defined below). As between Purchaser and Power Provider, Power Provider or Power Provider's successors or assigns shall retain ownership of all right, title and interest in any and all Environmental Attributes, including all accounts, deposits, certificates, participations or any other interests relating to the Environmental Attributes, and shall retain all risks and burdens

inherent in such ownership. “Environmental Attributes” means all offsets, allowances, renewable energy credits, solar renewable energy credits, carbon credits, Green-e products, investment tax credits, production tax credits or other credits earned by or in connection with, or otherwise attributable to, (y) the System, or (z) the electricity produced by the System under any applicable state or federal acts, laws or regulations.

1.15 Site Access. Power Provider shall be provided access and use of the Site in accordance with a separate easement agreement dated as of even date herewith by and between Purchaser and Power Provider (the “Easement Agreement”). In the event of any conflict between this Agreement and the Easement Agreement, the provisions of this Agreement shall prevail.

SECTION 5. OBLIGATIONS OF PURCHASER

1.16 Compliance with Applicable Laws

. Purchaser shall not take any act that is prohibited to it under all applicable law, statute, rule, regulation, ordinance, or order (collectively “Applicable Law”) in connection with the System, and shall at all times comply with Applicable Laws in connection with the Site, and its maintenance and operation, including, without limitation, such Applicable Laws pertaining to the health and safety of persons and property. For the avoidance of doubt, nothing in this Section 5.1 shall impose on Purchaser, or derogate from Power Provider’s responsibility for, full and primary responsibility for compliance with Applicable Laws in regard to the System, its design, construction, operation and maintenance, or the Power Provider Services.

1.17 Non-Interference with System

. Except as provided herein, or in the event of an imminent threat to health, safety, or property, Purchaser shall not disturb, move, or otherwise physically interfere with, and shall use commercially reasonable efforts to ensure that no person, including, without limitation, its employees and other agents, contractors and guests, touches, disturbs, moves or otherwise physically interferes with, the System in any way without the prior written consent of Power Provider (which shall not be unreasonably withheld).

1.18 [Intentionally Omitted]

1.19 Utility Bill Access. Purchaser shall provide Power Provider electronic access to electronic bill notifications (if available) from its then-current Local Electric Utility for the purpose of determining information for purposes of calculating the Service Fee. All transmitted information shall be treated confidentially in accordance with this Agreement.

1.20 Liens. Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Section, it shall immediately notify Power Provider in writing, shall promptly cause such Lien to be discharged and released of record without cost to Power Provider, and shall indemnify Power Provider against all costs and expenses (including

reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

SECTION 6. DEFAULTS AND REMEDIES

1.21 Events of Default

. In respect of Purchaser or Power Provider, as the case may be, any of the following occurrences shall constitute an "Event of Default":

(a) Failure to make any payment when due if such failure is not remedied within thirty (30) days after written notice from the Party to which payment is due;

(b) Failure to perform any other material obligation under this Agreement if such failure is not remedied within thirty (30) days after receipt by the defaulting party of written notice of such failure; **provided, however**, that, if such failure is capable of being cured, this period shall be extended by an additional thirty (30) days as necessary for the defaulting party or its lenders to cure such failure, so long the defaulting party or its lenders is diligently and continuously proceeding to cure such failure.

(c) With respect to a Party, the making of any general assignment for the benefit of creditors, the filing of any voluntary or involuntary petition in bankruptcy or for reorganization (which, in the case of an involuntary petition, is not dismissed or withdrawn within sixty (60) days), the appointment of a trustee or receiver, the attachment, execution or other judicial seizure of all or substantially all of the assets of such Party or such Party becomes insolvent or unable to pay its debts when due.

(d) A default by a Party under the Easement Agreement.

Each written notice of an Event of Default (each, a "Default Notice") shall provide to the defaulting Party an explanation as to how the event of default may be cured; provided that such explanation shall not be required in respect of occurrences described in Section 6.1(c).

1.22 Purchaser Remedies

: Following any Event of Default by Power Provider which is not timely cured by Power Provider (if subject to cure) or by Power Provider's permitted assignee or Financing Source (as hereinafter defined) pursuant to the provisions of this Section 6, Purchaser may exercise one or more of the following remedies:

(e) terminate this Agreement immediately;

(f) remove all of the tangible property comprising the System from the Site, at Power Provider's expense;

(g) cease making payment of Service Fees hereunder other than accrued and unpaid amounts for the period prior to termination; and/or

(h) exercise any other remedy it may have at law or equity or under this Agreement, including setting off any obligations owing to Power Provider against losses and damages incurred by Purchaser.

1.23 Power Provider Remedies

: Following an Event of Default by Purchaser which is not timely cured by Purchaser for defaults subject to cure pursuant to Section 6.1(a) and 6.1(b) or Purchaser's assignee pursuant to the provisions of this Section 6, Power Provider's remedies are as follows:

(i) terminate this Agreement immediately;

(j) suspend the provision of all services hereunder, including, without limitation, the O&M Work; and

(k) remove all of the tangible property comprising the System from the Site Purchaser's expense; and

(l) exercise any other remedy it may have at law or equity or under this Agreement.

1.24 Limitation on Liability

. Neither Party nor any of its indemnified persons shall be liable to the other Party or its indemnified persons for any special, punitive, exemplary, indirect, or consequential damages, or losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with, this Agreement.

SECTION 7. CONDITIONS PRECEDENT TO OBLIGATIONS

1.25 Conditions Precedent

. Power Provider's and Purchaser's respective obligations under this Agreement are subject to (a) Power Provider having received all approvals, consents, licenses, permits and inspections from all relevant governmental authorities and the Local Electric Utility necessary for the installation and operation of the System, (b) Power Provider having received confirmation from relevant governmental authorities and/or the Local Electric Utility of the availability of relevant subsidy payments or credits (as determined by Power Provider in its reasonable discretion) and (c) Purchaser's issuance of a written notice to proceed to Power Provider (which may not be unreasonably withheld). The foregoing condition (b) may be waived by written notice to Purchaser in Power Provider's sole discretion.

SECTION 8. REPRESENTATIONS AND WARRANTIES

1.26 Representations and Warranties

. In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other as of the Effective Date that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of this Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;

(e) to the best of its knowledge, there is no litigation, action, proceeding or investigation pending or threatened on any basis before any court or other governmental authority by, against, affecting or involving any of its business or assets (including, without limitation, with respect to Purchaser, the Site or any interest therein) that would affect its ability to carry out the transactions contemplated herein; and

(f) its execution of and performance under this Agreement shall not violate any existing Applicable Law or any agreement to which it is a party.

10.2 Requisite Standards. Power Provider represents and warrants that it has, or has access to, the requisite expertise and sufficient personnel and resources (including necessary supervision and support services) to deliver the Power Provider Services. Power Provider shall ensure that its employees have the requisite training to competently deliver the Power Provider Services at all times during the Term.

SECTION 9. ASSIGNMENT

1.27 Successors and Assigns

. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective permitted successors and assigns.

1.28 Assignment by Purchaser

. Purchaser may not sell, transfer, assign, pledge or cause to be assumed (together, "Assign"; and any such action, an "Assignment") this Agreement without the prior written consent of Power Provider, which such consent shall not be unreasonably withheld.

1.29 Assignment by Power Provider

. Power Provider shall not, without the prior written consent of Purchaser, which such consent shall not be unreasonably withheld, Assign this Agreement, in whole or in part; provided, that without the prior consent of Purchaser, Power Provider may upon written notice to Purchaser (a) Assign this Agreement to an affiliate of Power Provider so long as the assignee

becomes bound expressly or by operation of law by all of Power Provider's obligations hereunder or (b) Assign its interest in any monies payable to Power Provider under this Agreement.

1.30 Effect of Assignment

. If the rights and interests of Power Provider in this Agreement shall be Assigned in accordance with Section 9.3 and the assuming party shall agree in writing to be bound by, and to assume, the terms and conditions hereof and any and all obligations to Purchaser arising or accruing hereunder from and after the date of such assumption, Power Provider shall be released and discharged from any and all obligations to Purchaser arising or accruing hereunder from and after the date of such assumption, and Purchaser shall continue this Agreement with the assuming party as if such person had been named as Power Provider under this Agreement.

1.31 Consent to Assignment for Financing

(a) Notwithstanding any provisions in this Agreement to the contrary, the Power Provider may upon written notice to Purchaser Assign, in whole or in part, in connection with any loan, debt, borrowing or any other financing (collectively, "Financing") of the System, its rights and/or obligations under this Agreement for purposes of securing such financing. Purchaser hereby consents to any such Assignment, provided that:

(i) such Assignment shall not create any lien or other encumbrance on the Site or other real or personal property;

(ii) all provisions regarding the entry onto and use of the Site shall remain unaffected;

(iii) the financing entity or assignee (the "Financing Source") shall enforce its interest and protect the Site in a commercially reasonable manner;

(iv) such Assignment shall not release Power Provider from its obligations hereunder without the consent of Purchaser.

(b) Purchaser acknowledges that upon and following an event of default under any financing documents relating to the System, any Financing Source may (but shall not be obligated to) assume, or cause its designee(s) to assume, all of the interests, rights and obligations of Power Provider thereafter arising under this Agreement.

SECTION 10. NOTICES

1.32 Notice Addresses

. Any notice required or permitted to be given under this Agreement must be given only by one of the following: (a) United States certified mail, postage prepaid, return receipt requested, (b)

facsimile with confirmation notice or (c) reputable overnight courier service which provides written evidence of delivery, or (d) personal delivery; and addressed as follows:

If Notice to Purchaser:

Town of Philipstown
107 Glencllyffe Drive
Garrison, NY 10524
Attention: Richard Shea

If Notice to Power Provider:

c/o IPPsolar LLC
299 Broadway, Suite 1501
New York, NY 10007
Attention: Paul Jeun
Email: pjeun@ippsolar.com
Tel: 917.992.1785
Fax: 646.536.3190

or such other address as may be designated by either Party by written notice to the other.

1.33 Effectiveness of Notice

. Any notice provided for in this agreement shall be deemed served or delivered to the addressee or its office (a) on the day such notice is delivered, if sent by hand or by overnight delivery service, or (b) five (5) United States Postal Service business days after deposit in the mail, if sent by certified mail, postage prepaid, return receipt requested.

SECTION 11. CONFIDENTIALITY

1.34 General. Each Party has provided to the other, and from time to time may continue to provide, Confidential Information (as defined below). Each Party agrees not to disclose the Confidential Information (other than to such Party's attorneys, accountants, consultants and lenders) without the consent of the other Party. "Confidential Information" means information, in whatever form disclosed hereunder, including, without limitation, written, visual, audible or oral, includes, without limitation, (i) information concerning any of a Party's customers, clients, financing sources or vendors; (ii) information referring to, discussing, or in any way related to a Party's business condition, financials (including, without limitation, profit and loss statements, balance sheets, customer data, etc.), strategies, initiatives, systems, processes, and/or policies; (iii) proprietary technology, know-how and systems; and (iv) any other information that a Party designates as confidential. The term "Confidential Information" does not include (i) information that was in the receiving Party's possession at the time of disclosure, and which was obtained free from obligation to any third party; (ii) information which is now, or becomes in the future, public knowledge other than through acts or omissions of the receiving Party; (iii) information that was lawfully obtained from sources free from obligation to any third party; (iv) information

that is developed by the receiving Party independently, without access to the Confidential Information; or (v) information that is disclosed by the receiving Party pursuant to a requirement of law, including requests under the Freedom of Information Act, judicial process, court order, or the rules of any applicable securities market or exchange.

1.35 Goodwill and Publicity

. Both Parties share a desire to generate positive publicity regarding the System and agree that they will, from time to time, issue press releases regarding the System. The Parties hereby agree to cooperate with each other in connection with the issuance of such releases including, without limitation, completing review of proposed press releases within ten (10) business days after submission. No press release, however, shall be issued without the prior consent of the other Party, such consent not to be unreasonably withheld.

1.36 Survival

. The obligations set forth in this Section 11 shall survive the expiration or other termination of this Agreement for a period of six (6) years.

SECTION 12. INDEMNITY

1.37 Power Provider's Indemnity

. Subject to Section 6.4, Power Provider agrees that it shall defend, indemnify and hold harmless Purchaser, its permitted successors and assigns, and their respective directors, officers, members, partners, shareholders and employees (collectively, the "Purchaser Indemnified Parties") from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits, actions, proceedings and reasonable attorneys' fees (collectively, "Claims") arising out of or in connection with the following circumstances or events:

- (a) any breach by Power Provider of its contractual obligations under this Agreement;
- (b) any acts, omissions, or other conduct of Power Provider or its officers, agents, employees, contractors, or subcontractors; and
- (c) any infringement by Power Provider of any rights in patents, copyrights, trade secrets, or other intellectual property.

Power Provider shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any loss or claim to the extent such loss or claim is due to the negligence or willful misconduct of any Purchaser Indemnified Party.

1.38 Purchaser's Indemnity

. Subject to Section 6.4, Purchaser agrees that it shall defend, indemnify and hold harmless Power Provider, its permitted successors and assigns, and their respective directors, officers, members, partners, shareholders and employees (collectively, the "Power Provider

Indemnified Parties”) from and against any and all Claims arising out of or in connection with the following circumstances or events:

(d) any breach by Purchaser of its contractual obligations hereunder; and

(e) any acts, omissions, or other conduct of Purchaser or any of its officers, agents, employees, contractors or subcontractors.

Purchaser shall not be required to reimburse or indemnify any Power Provider Indemnified Party for any loss or claim to the extent such loss or claim is due to the negligence or willful misconduct of any Power Provider Indemnified Party.

SECTION 13. INSURANCE

1.39 Purchaser and Power Provider shall each maintain the insurance coverages described in **Exhibit D** in full force and effect throughout the Term.

1.40 Power Provider agrees during the Term of this Agreement, that Power Provider will add Purchaser as an additional insured on Grantee’s Commercial General Liability policies.

1.41 Power Provider will maintain Worker’s Compensation insurance as may be from time to time required under applicable federal and state law.

1.42 Prior to entering the Premises, Power Provider will provide Purchaser with certificates of insurance evidencing all of the coverages required hereunder and/or written certification, reasonably acceptable to both Purchaser and Power Provider, of Power Provider’s compliance with the requirements listed above.

SECTION 14. MISCELLANEOUS

1.43 Integration; Exhibits

. This Agreement, together with the Exhibits attached hereto, constitute the entire agreement and understanding between Power Provider and Purchaser with respect to the subject matter hereof and supersedes all prior agreements between them relating to the subject matter hereof. The Exhibits referred to herein are integral parts hereof and are made a part of this Agreement by reference. In the event of a conflict between the provisions of this Agreement and those of any Exhibit, the provisions of this Agreement shall prevail and such Exhibit shall be corrected accordingly.

1.44 Interpretation

. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement. Words in this Agreement that import the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require.

1.45 Amendments

. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Purchaser and Power Provider or their respective successors in interest.

1.46 Cumulative Remedies

. Except as set forth to the contrary herein, any right or remedy of Power Provider or Purchaser shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

1.47 Survival

. In addition to the other provisions of this Agreement that shall survive any expiration or termination hereof in accordance with the explicit terms thereof, the terms of this Agreement with respect to any obligation to pay any sum owing or to perform any act after the expiration or other termination of this Agreement shall survive the expiration or other termination of this Agreement.

1.48 Governing Law and Jurisdiction

. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of New York without reference to its choice of law provisions that would require the applications of the laws of any other state. The state courts residing in Putnam County, New York or the federal courts residing in the Southern District of New York for Westchester shall have jurisdiction over any claim brought under this Agreement, and the parties hereby consent to the personal jurisdiction of such courts.

1.49 Severability

. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

1.50 Relation of the Parties

. This Agreement in itself does not create a relationship between Power Provider and Purchaser as partners, agents, or joint venturers, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Power Provider and Purchaser, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk. Neither Party has the right to create an obligation for the other Party.

1.51 [Intentionally Omitted.]

1.52 Attorneys Fees. In the event any action, proceeding, claim or counterclaim is brought by either Purchaser or Power Provider against the other, reasonable attorneys' fees and costs shall be awarded to the prevailing party, provided that for the purposes of this Agreement a party shall only be deemed prevailing (and, therefore, entitled to recover its reasonable attorneys' fees and costs) if (i) after the institution or prosecution of such claim, action or proceeding, but before judgment is or can be entered, the other party shall comply with the term, covenant or condition of this Agreement that is in dispute, or (ii) such party obtains a final judgment by a court of competent jurisdiction in its favor.

1.53 Counterparts

. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Facsimile transmission of executed copies or signature pages for this Agreement shall be legal, valid and binding execution and delivery for all purposes.

1.54 Forward Contract

. Purchaser and Power Provider each acknowledge that, for the purpose of this Agreement, Power Provider is a "forward contract merchant" and that all transactions pursuant to this Agreement constitute "forward contracts" within the meaning of the United States Bankruptcy Code.

1.55 Binding Effect. This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns.

1.56 Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

IN WITNESS WHEREOF, the Parties have executed this Solar Power Sales Agreement as an instrument under seal as of the Effective Date.

SHF SYSTEMS LLC

By: _____

Name: _____

Title: Manager

TOWN OF PHILIPSTOWN

By: _____

Name: _____

Title: _____

EXHIBIT A

SITE

The building that is located at 107 Glenclyffe, Garrison, NY 10524, as such building is shown in the image below.

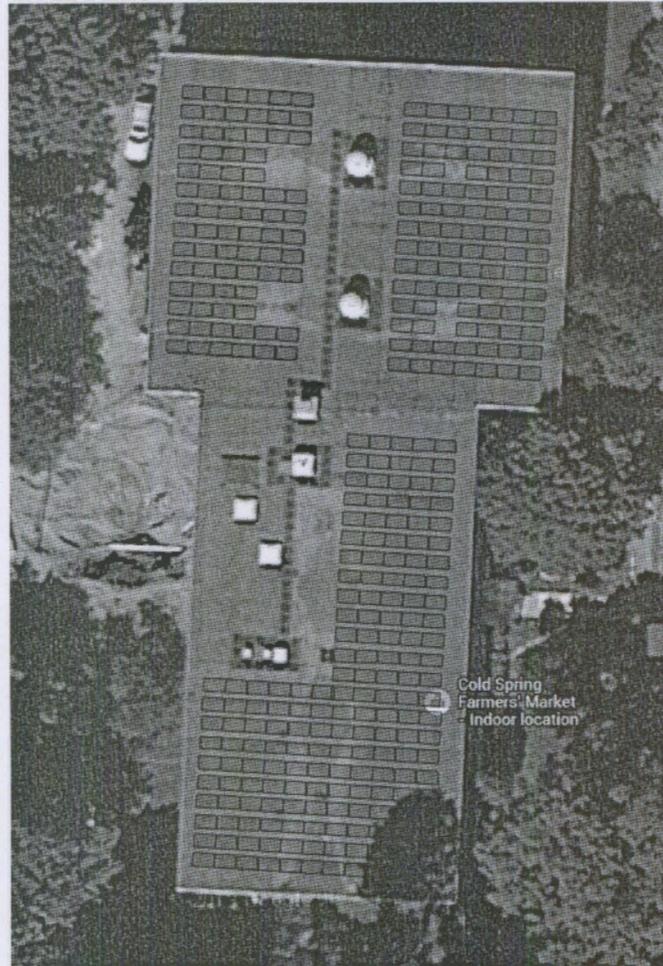


Exhibit B

System Description

The System consists of the design, engineering, procurement and installation of photovoltaic modules, inverter, electrical conduits, disconnects and support equipment on ballasted rooftop mounting racking system as more fully described below:

Estimated System Size: 100.8kW (DC)

Modules: JA Solar or equivalent

Inverter: SolarEdge SE 20KUS or equivalent

Warranty: Modules – 25 years; Inverters - 10 years

Monitoring Equipment: Turnkey web-based monitoring software and hardware

Delivery Point: Output of inverter system at Purchaser provided meter

Site Address: 107 Glenclyffe, Garrison, NY 10524

Preliminary Design Plans

PHILIPSTOWN RECREATION DEPARTMENT, GARRISON, NY 100.8KW-DC (80KW-AC) ROOFTOP SOLAR PHOTOVOLTAIC SYSTEM

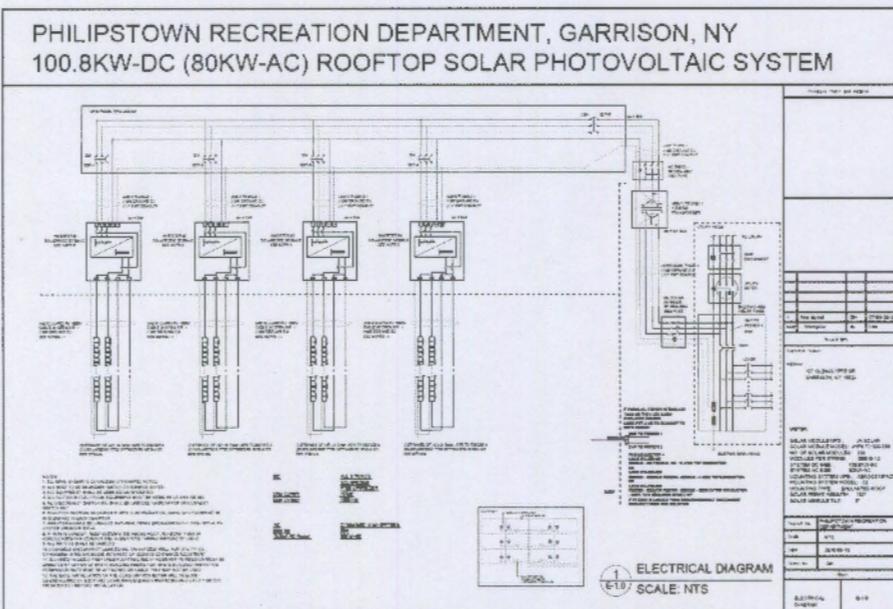
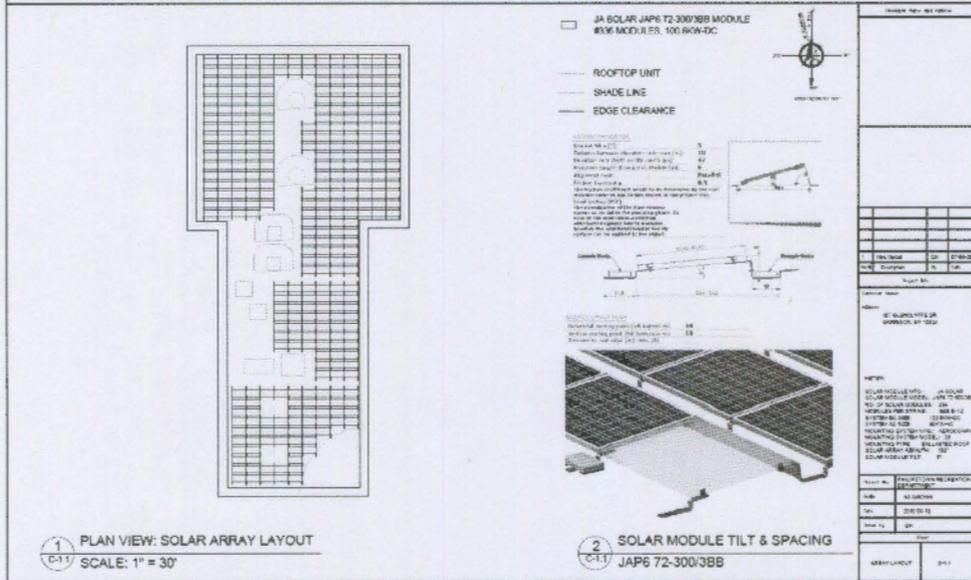


EXHIBIT C

Service Fee

Starting on the Commercial Operation Date and until the sixteenth (16th) anniversary thereof (the "Initial Term"), the "Service Fee" shall equal \$0.11 per net kilowatt hour (the "PPA Rate") of energy delivered by Power Provider to Purchaser at the Delivery Point, escalating by 3.0% per year on a compounding basis. Notwithstanding the foregoing, for any Billing Month during which PPA Rate exceeds the Utility Rate (as defined below), the Utility Rate shall be used in lieu of the PPA Rate to calculate the Service Fee for that Billing Month.

"Utility Rate" for a Billing Month means, the rate (expressed in cents per kwh) obtained by dividing (X) the total charges for Supply Services (as defined below), including all sales taxes and other charges corresponding solely to the Supply Services, for such Billing Month by (Y) the total kWh used for such Billing Month, which rate shall be evidenced by, at Purchaser's option, either (i) a current bill from the Local Electric Utility, or (ii) the terms of a then-current and valid contract between Purchaser and a third party supplier.

"Supply Services" means all electric utility services, including those provided by third party suppliers, which are measured in terms of kWh.

EXHIBIT D
INSURANCE

1. General. Purchaser and Power Provider shall each maintain the following insurance coverages in full force and effect throughout the Term with respect to the Site:

(a) Workers' Compensation Insurance as may be from time to time required under applicable federal and state law;

(b) Commercial General Liability Insurance on an occurrence basis, including premises and operations, personal injury, broad form property damage, products/completed operations, contractual liability and independent contractors protective liability all with minimum combined single limit liability of two million dollars (\$2,000,000) in the aggregate and one million dollars (\$1,000,000) per occurrence.

(c) Automobile Liability Insurance (including owned, non-owned and hired) with limits of not less than one million dollars (\$1,000,000) combined single limit and in the aggregate.

(d) Power Provider shall provide all Risk Property Coverage and Boiler and Machinery Coverage, or All Risk Builder's Risk Insurance during construction, against damage to the System during the Term in an amount not less than the full replacement cost of the System, with commercially reasonable sub-limits and deductibles. Such insurance shall provide for a waiver of the underwriters' right to subrogation against Purchaser and its affiliates.

(e) The insurance required to be carried by Power Provider hereunder shall not contain any exclusions relating to the employees of any subcontractor. Power Provider's contractors and subcontractors shall be deemed to have adequate insurance coverage for purposes of the Installation Work if they have insurance coverages that are equivalent to those Power Provider is obligated to provide under this Section.

2. Casualty Insurance. In addition to the insurance coverages required by paragraph 1 above, Power Provider shall obtain casualty loss property insurance on the System in an amount which Power Provider deems reasonable, in its sole discretion. Power Provider may provide Financing Sources, if any, with the first rights to any payout from any such insurance policy.

3. Certificates of Insurance. Each Party shall furnish current certificates evidencing that the insurance required hereunder is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days' written notice before the insurance is cancelled or materially altered.

4. Insurer Qualifications. All insurance maintained hereunder shall be maintained with companies either rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated) or having a parent company's debt to policyholder surplus ratio of 1:1.

EXHIBIT F

Guaranteed Production

With respect to each annual period during the Term beginning on the Commercial Operation Date and on each anniversary date thereafter during the Term (each an "Annual Period"), Power Provider hereby further warrants to Purchaser that the System shall meet a guaranteed performance ratio ("Guaranteed Annual Performance Ratio"), to be measured at the electric meter on the low voltage side (at the output of the inverters).

Should the actual annual production output for the System calculated in kilowatt hours and measured at the inverter level (the "Actual Annual Production") be less than the Guaranteed Annual Performance Production (defined below), Purchaser shall have the right to claim from Power Provider a liquidated damage equal to the *product* of (i) \$0.12 and (ii) the difference between the Actual Annual Production and the Guaranteed Annual Performance Production.

The "Guaranteed Annual Performance Production" for a given Annual Period is the product obtained by multiplying (x) 1,100 kilowatt hours times (y) the relevant Guaranteed Annual Performance Ratio (as defined below) for such Annual Period times (z) installed kilowatt-peak (DC) nominal power of the System. By way of illustration, assuming the installed kilowatt-peak (DC) nominal power of the System is 100kw, the Guaranteed Annual Performance Production for the first Annual Period is 66,000 kwh (1,100 x 100 x .6).

The Guaranteed Annual Performance Ratio for the year commencing on the Commercial Operation Date shall be 60% and shall decrease 0.7% for each Contract Year thereafter in order to encompass the degradation of the modules, in accordance with the method of calculation as reflected in the following schedule:

<u>Annual Period</u>	<u>Guaranteed Annual Performance Ratio</u>
0	0.6000
1	0.5958
2	0.5916
3	0.5875

Notwithstanding anything in this Exhibit F to the contrary, Guaranteed Annual Performance Production shall take into account any days the System shall be taken offline due to roof repairs pursuant to the easement agreement relating to the System.

SOLAR POWER EASEMENT AGREEMENT

This Solar Power Easement Agreement ("Agreement") is made and entered into as of this [**] day of January 2016 ("Effective Date") by and between the Town of Philipstown with an address at [**] ("Grantor"), and SHF Systems LLC, a New York limited liability company, having its offices located at 299 Broadway, Suite 1601, New York, NY 10007 ("Grantee"). Grantor and Grantee may be referred to herein in the singular as a **"Party"** and collectively as the **"Parties"**.

WITNESSETH:

A. Whereas, Grantor is the owner of the real property located at 107 Glenclyffe, Garrison, NY 10524 (the "Premises");

B. Whereas, Grantor or its affiliate (the "Power Buyer") has entered into a power purchase agreement ("PPA") with Grantee pursuant to which Grantee will sell electricity generated from the System (as defined below) to the Power Buyer;

B. Whereas, in furtherance of the PPA, Grantor agrees to allow Grantee to develop a photovoltaic project including, but not limited to, Grantee's installation, maintenance and operation of the photovoltaic systems described in Schedule A ("System") at the Premises;

C. Whereas, Grantee shall, at its sole cost and expense, engineer, procure and install any and all equipment in connection with the System.

NOW, THEREFORE, the Parties agree as follows:

1. Term:

- a. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue for a period of 15 years, except as such Term may be earlier terminated as provided herein.
- b. At the expiration or earlier termination of the Term, Grantee shall be afforded a period of One Hundred Eighty (180) days in which to remove the System and any other Grantee Property (as defined herein) from the Easement Area (as defined herein) and Premises and restore the Easement Area and the Premises to the condition that existed prior to such installation, except for normal wear and tear.

2. System:

- a. Grantee shall, at its sole cost and expense, install, operate and maintain the System upon, under and over the Premises in the location described in Schedule B ("Easement Area") during the Term. Grantee agrees that with respect to all its facilities, apparatus and equipment installed on the Easement Area, it will enter the same for taxation in its own name and pay any taxes levied thereupon. Grantee will remit and bear the expenses of any taxes assessed and levied against personal property installed on the Easement Area and owned and/or possessed by Grantee.

- b. The System will be owned, operated and maintained by Grantee and will operate without the involvement of Grantor.
 - c. All energy, including capacity, generated by the System shall remain the sole and exclusive property of Grantee.
 - d. Grantee shall, at its sole cost and expense, periodically inspect, clean, maintain, repair and replace the System at intervals determined by Grantee to be necessary or desirable.
 - e. Grantee agrees to repair any damage to Grantor's property or improvements occurring from Grantee's installation, operation or maintenance of System.
3. Easement Area: The location of the Easement Area, as described and identified in Schedule B, is an approximate location of the Easement Area. Grantor and Grantee each agree that Grantee may substitute an as-built survey for the description of the Easement Area identified on Schedule B by recording an amendment to this Agreement executed by Grantor and Grantee. Grantor makes no representations or warranties whatsoever, whether express or implied, with respect to the condition of or title to the property that is the subject of this Agreement, which property Grantee agrees to accept, AS IS, in its present legal and physical condition.
4. Right of Utilization: Grantor hereby grants Grantee an exclusive easement for the Term to install, inspect, maintain, repair, and replace the System at, upon, under and over the Easement Area, together with:
- a. the right of Grantee to install, maintain, repair, renew, and inspect, during the Term, the System as Grantee determines to be necessary or desirable;
 - b. the right of Grantee for reasonable access to receive, unload, store, warehouse and protect all materials, tools and equipment on the Premises, as needed, and a lay down area on the Premises during construction of the System;
 - c. the right of Grantee to provide, install, and maintain through or under the Premises during the Term such cables, electric lines, ducts, transformers, and other apparatus as may, in the opinion of Grantee, be necessary or desirable for installing the System; and
 - d. a non-exclusive easement for ingress and egress to and from the Easement Area to Grantee and its employees, agents, contractors and subcontractors, at all times during the Term, to enter that portion of the Premises described in Schedule B and do thereon such acts and things as may be necessary or desirable for the purpose of installing, inspecting, maintaining, repairing, replacing and removing the System, electric lines or other ancillary equipment or apparatus.
 - e. Grantor shall at all times have the right to make such use of the Premises as shall not be inconsistent with the exercise by Grantee of the rights herein granted.
5. Grantor Review of Plans and Specifications: Prior to construction of the system, Grantor shall review and approve Grantee's plans and specifications for the System, which approval

shall not be unreasonably withheld or delayed. Grantor shall not grant any licenses, easements, leases or rights of way, whether recorded or unrecorded, which may interfere with Grantee's use of the Easement Area to operate the System.

6. Fee for the Term: Grantee and Grantor are entering into this Agreement in consideration of the benefits to be derived under the PPA.
7. Installation, Operation, Maintenance and Repair of System: Grantee shall provide reasonable notice to Grantor prior to any maintenance and repair activities that may interfere with Grantor's operations at the Premises. All work performed by Grantee in connection with the installation, operation, maintenance and repair of the System shall be performed in accordance with best industry practices and in compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
8. Credits, Rebates and Incentives: All federal and state tax credits, renewable energy credits, including all renewable energy attributes and/or benefits, payments, grants, rebates, incentive payments, or other credits paid as a result of the design, installation, and/or operation of the System (hereinafter "Incentives") shall inure to the exclusive benefit of and become the exclusive property of Grantee.
9. Ownership: The System and all alterations, additions, improvements or installations made thereto by Grantee and all personal property of Grantee used in connection with the installation, operation and maintenance of the System, electric lines, ducts or other apparatus related to the System are, and shall be and remain, the personal property of Grantee ("Grantee Property"). In no event shall any Grantee Property be deemed a fixture, nor shall Grantor, nor anyone claiming by, through or under Grantor (including, but not limited to, any present or future mortgagee of Grantor) have any rights in or to the Grantee Property at any time.
10. [Intentionally Omitted.]
11. Non-interference; insolation: Grantor shall not interfere with or cause or permit any interference with the System, electric lines, ducts, or other apparatus related to the System. Grantor acknowledges and agrees that insolation (access to sunlight) is essential to Grantee of the easement granted hereunder. Without limiting the foregoing, to the extent within Grantor's control. Grantor shall not construct or permit to be constructed any structure or obstructions on the Premises that could materially adversely affect insolation levels.
12. Roof Repairs:
 - a. *Minor Repairs*. With regard to roof repairs or maintenance activity in connection with the Premises (each, a "Repair Event") not described in (b) below, the Parties agree as follows:
 - i. Grantor shall provide prior written notice of Repair Event. Within seven (7) calendar days after receipt of such notice, Grantee shall remove all or any portion of the System that may be necessary for various roof repairs as may occur from time to time during the Term.

- ii. Grantor shall cause each such Repair Event to be completed as soon as reasonably practicable after the Repair Event first begins to reduce the System's output.
- iii. There shall not be more than three (3) Repair Events per calendar year.
- iv. Grantee agrees to pay the removal and reinstallation costs of the System (the "Removal and Reinstallation Costs") relating to each Repair Event as contemplated under this Section 12(a); provided, however, Power Provider's maximum annual contribution for such costs shall be \$1,500.

b. *Major Repair.* Notwithstanding anything in this Section 12 to the contrary, on or after the seventh (7th) anniversary of the Effective Date, Grantor shall be permitted, on a one-time basis following 30 days' prior notice to Grantee, a 60-day period (subject to a day-for-day extension for each day that weather conditions reasonably prevent such work from being performed in a safe manner) to commence and complete the repair or replacement of all or substantially all of the roof on which the System is located without regard to the limitations contained in Section 12(a). In connection with such repair, Grantee shall pay 100% of the Removal and Reinstallation Costs.

13. Sale/Transfer/Lease of Premises: In the event of Grantor's sale, transfer or lease of the Premises, the purchaser, transferee or lessee of the Premises shall be bound by this Agreement, it being the intent of the Parties that this Agreement shall be binding upon and inure to the benefit of the Parties' successors and assigns, and that the covenants contained herein shall run with the land. Grantor agrees that Grantee shall have the right, without the further consent, approval or signature of Grantor, to execute and record a short form of memorandum of this Agreement in the office of the clerk for the county in which the Premises are located in the form set forth at Schedule C. In the event this Agreement is terminated as provided herein, Grantee agrees to record a memorandum discharging the notice in the office of the clerk for the county in which the property is located.
14. Assignment: A Party not may assign its rights and obligations under this Agreement without the other Party's prior consent, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Grantee may assign this Agreement to an affiliate of Grantee so long as the assignee becomes bound expressly or by operation of law by all of Grantee's obligations hereunder.
15. Insurance:
- a. Grantee will, at its sole cost and expense, obtain and maintain the insurance coverages set forth in Exhibit D of the PPA.
 - b. Grantee agrees during the Term of this Agreement, that Grantee will add Grantor as an additional insured on Grantee's Commercial General Liability policies.
 - c. Grantee will maintain Worker's Compensation insurance as may be from time to time required under applicable federal and state law.

- d. Prior to entering the Premises, Grantee will provide Grantor with certificates of insurance evidencing all of the coverages required hereunder and/or written certification, reasonably acceptable to both Grantor and Grantee, of Grantee's compliance with the requirements listed above.
16. Indemnity: Grantee shall indemnify, defend and hold harmless Grantor, its agents and employees, from and against any and all liabilities; obligations; damages (other than consequential damages); penalties; claims; costs; damages or injuries to the personnel, equipment, facilities or Premises of Grantor, the Premises, or its employees, agents, contractors or subcontractors within the Premises; charges; losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by or asserted against Grantor, its agents or employees, by reason of the negligent actions or omissions or willful misconduct of Grantee or its agents, employees, contractors, or subcontractors in connection with Grantee's activities at the Premises.
17. No Consequential Damages: Except as expressly set forth herein, neither Party hereto shall be responsible to the other for incidental, indirect, or consequential damages, including, but not limited to, loss of profits or revenue.
18. Governing Law: This Agreement shall be governed and shall be interpreted in accordance with the laws of the State of New York (without regard to its conflict of laws principles that would require the application of the laws or rules of another jurisdiction).
19. Notices: All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, by means of an overnight courier service or by facsimile to the address set forth below, or such other address as a Party shall designate by written notice in the manner set forth herein.

If to Grantor:	If to Grantee:
Town of Philipstown	c/o IPPsolar LLC
107 Glencllyffe Drive	299 Broadway, Suite 1501
Garrison, NY 10524	New York, NY 10007
Attn: Richar Shea	Attn: Paul Jeun
	Email: pjeun@ippsolar.com

20. Counterparts: This Agreement may be executed in one (1) or more counterparts, and all the counterparts shall constitute but one (1) and the same Agreement, notwithstanding that all parties hereto are not signatory to the same or original counterpart.
21. Entire Agreement: This Agreement, the PPA, Schedules A, B and C attached hereto shall constitute the entire Agreement between the parties and may not be amended, modified or terminated except by a writing signed by the Parties hereto.

22. Effectiveness. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not be effective until all approvals, consents, licenses, and permits from all relevant governmental authorities and the local electric utility necessary for the installation of the System have been obtained.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this instrument on the date first written above.

TOWN OF PHILIPSTOWN

SHF SYSTEMS LLC

By: _____

By: _____

Name:

Name:

Title:

Title:

Schedule A - Description of Photovoltaic System

Estimated System Size: 100.8kW (DC)

Modules: JA Solar or equivalent

Inverter: SolarEdge SE 20KUS or equivalent

Warranty: Modules – 25 years; Inverters - 10 years

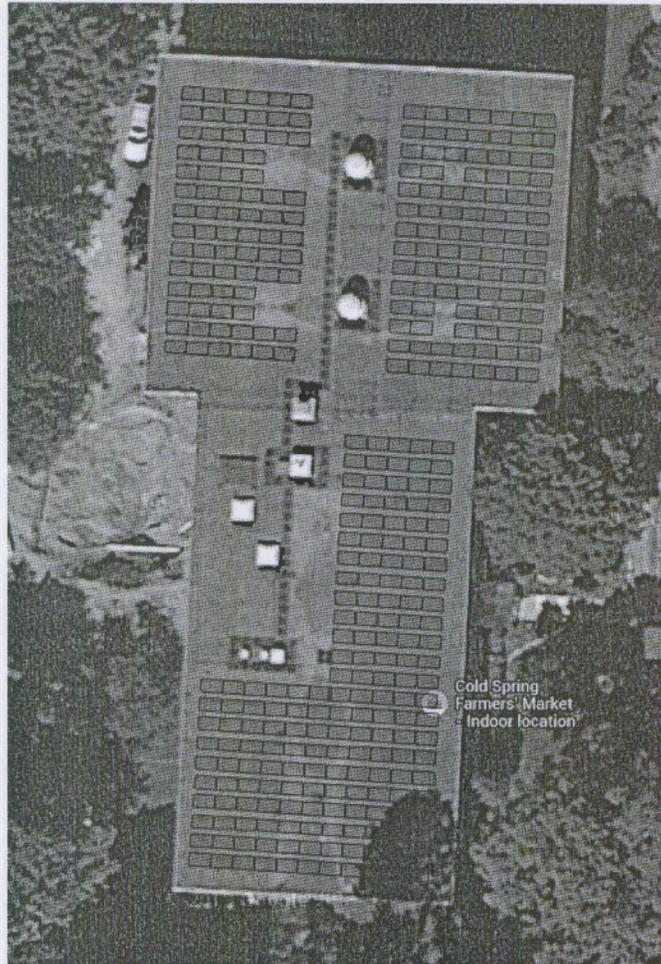
Monitoring Equipment: Turnkey web-based monitoring software and hardware

Delivery Point: Output of inverter system at Purchaser provided meter

Site Address: 107 Glenclyffe, Garrison, NY 10524

Schedule B - Easement Area

The areas of the building located at 107 Glenclyffe, Garrison, NY 10524, as such building and rooftop is shown in the image below, with respect to which the System will be installed and located.



Schedule C

MEMORANDUM OF SOLAR POWER EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR POWER EASEMENT AGREEMENT (this "Memorandum") is made and entered into as of [**], 2016, by and between [**] ("Grantor") and [**] ("Grantee"). (Grantor and Grantee are referred to collectively herein as the "Parties".)

WITNESSETH:

A. On the date hereof, the Parties have entered into a Solar Power Easement Agreement (the "Agreement") pursuant to which Grantor grants to Grantee an exclusive easement for the installation, maintenance, operation, inspection, repair and replacement of certain photovoltaic systems and related cables, electrical lines, ducts, transformers and other equipment, over the roof of the Easement Area described in Exhibit A attached hereto and incorporated herein by reference, together with the right of ingress and egress to and from the Easement Area described in the Agreement.

B. The term of the Agreement commences on the date the System (as defined in the Agreement) is placed in service and will continue in full force and effect for a period of [25] years, unless earlier terminated as provided in the Agreement.

C. The Parties desire to execute this Memorandum, which is to be recorded in order that third parties may have notice of the interests of Grantee in the Easement Area and of the existence of the Agreement and of certain easement rights granted to Grantee in the Easement Area as part of the Agreement.

NOW, THEREFORE, in consideration of the payments and covenants provided in the Agreement to be paid and performed by Grantee, Grantor hereby grants to Grantee the easements as described in the Agreement, on, over, under and across the Easement Area, all on the terms and conditions set forth in the Agreement. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum as of the day and year first above written

GRANTOR

BY: _____
NAME:
TITLE:

Notary Acknowledgement for Grantor

State of New York)
) SS:
County of _____)

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared:

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

Signature of Notary

Stamp or seal containing printed name, county of qualification of notary public and expiration date of notary commission

GRANTEE

BY: _____
NAME:
TITLE:

Notary Acknowledgement for Grantee

State of New York)
) SS:
County of _____)

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared:

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

Signature of Notary

Stamp or seal containing printed name, county of qualification of notary public and expiration date of notary commission

_____, 2016

Town of Philipstown
107 Glencllyffe Drive
Garrison, NY 10524
Attention: Mr. Richard Shea

Re: Solar Power Sales Agreement between Town of Philipstown and SHF
Systems LLC

Dear Sir or Madam:

Reference is made to that certain Solar Power Sales Agreement between Town of Philipstown ("Purchaser") and SHF Systems LLC (together with its successors and assigns, "Power Provider") dated as of _____, 2016 (the "Agreement"). All capitalized terms used but not otherwise defined in this letter agreement shall have the meanings ascribed to such terms in the Agreement.

With respect to the System, from and after the fifteen (15) year anniversary of the Commercial Operation Date, unless the Agreement has been sooner terminated in accordance with the terms thereof, Purchaser shall have the option to purchase the System for **One Dollar (\$1.00)**, provided, however, that such purchase option may not be exercised at any time that an Event of Default exists under the Agreement with respect to Purchaser. If Purchaser elects to exercise its purchase option with respect to any System, Purchaser shall provide not less than thirty (30) days prior written notice thereof to Power Provider. On the date set forth in Purchaser's notice, (i) Purchaser shall pay the Purchase Price to Power Provider in full, (ii) Power Provider shall deliver a bill of sale for the System to Purchaser in form and substance reasonably acceptable to Purchaser and title to the System shall pass to Purchaser from Power Provider, free and clear of any liens and encumbrances or rights of third parties, and without warranties from Power Provider of any kind except as to title, (iii) the Agreement in respect of the System shall terminate automatically and (iv) Power Provider shall deliver an assignment of third party warranties for the System to Purchaser in form and substance reasonably acceptable to Purchaser and the remaining period on all third party warranties for the System will be transferred from Power Provider to Purchaser.

Any notice given by Purchaser to Power Provider hereunder shall be given via overnight courier to SHF Systems LLC c/o SHF Partners L.P., 299 Broadway, Suite 1501, New York, NY 10007, Attention: Paul Jeun. Any notice given by Power Provider to Purchaser hereunder shall be given via overnight courier to 107 Glencllyffe Drive Garrison, NY 10524, Attention: Mr. Richard Shea. Each party may change its notice address by giving written notice thereof to the other. Any notice given pursuant to this

letter agreement shall be deemed given on the first (1st) business day following the day the notice is deposited with such courier.

In the event that Purchaser sells the property on which the System is located, at Purchaser's request Power Provider shall enter into an agreement with the acquiror of such property on the same terms as are contained herein. This letter agreement shall bind and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

Issues and questions concerning the construction, validity, enforcement and interpretation of this letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York.

In consideration of the agreements contained herein, please confirm your agreement with the foregoing by executing this letter agreement in the space provided below. This letter agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same letter agreement. Signatures exchanged via facsimile transmission or e-mail shall have the same effect as original signatures.

[Signature page follows.]

Sincerely,

SHF Systems LLC

By: SHF Partners L.P., its Sole
Member

By: SHF-GP LLC, General Partner
of Sole Member

By: _____

Name: Paul Jeun

Title: Manager

Agreed and Accepted:

Town of Philipstown

By: _____

Name:

Title:

RESOLUTION

The following Resolution was presented by _____, seconded by _____ and unanimously carried;

RESOLVED, that the Town Board hereby authorizes Supervisor Shea to sign the Solar Power Sales Agreement between SHF Systems, LLC and the Town of Philipstown for the installation of solar panels at the Claudio Marzollo Community Center.

James R. Loeb
Richard J. Drake, *retired*
Glen L. Heller*
Marianna R. Kennedy
Gary J. Gogerty
Stephen J. Gaba
Adam L. Rodd
Dominic Cordisco
Timothy P. McElduff, Jr.
Ralph L. Puglielle, Jr.
Nicholas A. Pascale

Lisa M. Card
Alana R. Bartley
Aaron C. Fitch
Juliana O'Grady

Jennifer L. Schneider
Managing Attorney

*LL.M. in Taxation

June 2, 2016

Hon. Richard Shea and
Town Board Members
Supervisor, Town of Philipstown
Town Hall, 238 Main Street
Cold Spring, New York 10516

Re: License Agreement – Highway Garage
Helicopter Pick Up Zone
Our Matter ID: 6082-67500

Dear Supervisor Shea and Town Board Members:

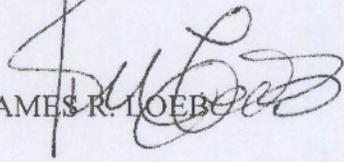
I am writing to you in connection with the License Agreement the New York Department of Environmental Protection has requested the Town grant for the purpose of a DEP contractor using a portion of the Town highway garage property as a staging spot and pick up zone. I have reviewed the proposed License Agreement together with the certificate of insurance which names the Town of Philipstown as an additional insured. I find that those documents are all acceptable. I have spoken with Carl Frisenda, the Town Highway Superintendent, and he tells me the DEP has met with him and he is satisfied as to the arrangements made for the use of a portion of the Town highway garage property.

This is a Type II Action under SEQRA and the Town Board does not need to do anything other than recognize in the resolution which I have prepared and forward to you with this letter.

I have recited in the Whereas clauses the background to the granting of a license and I have provided authorization from the Town Board for you to execute the License Agreement. I have suggested, however, that the Agreement not be executed by the Town until we receive a copy of the Agreement executed by the DEP and approved by the New York City Department of Law.

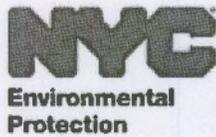
Should you have any questions in connection with this matter please do not hesitate to contact me.

Very truly yours,


JAMES R. LOEB

JRL/ef/Encs./506562

via e-mail: supervisor@philipstown.com



May 31, 2016

Mr. Richard Shea
Town Supervisor
Town of Philipstown
238 Main Street
P.O. Box 155
Cold Spring, New York 10516

Re: Request for Use of the Paved Area at the
Philipstown Highway Garage

Emily Lloyd
Commissioner

Dear Mr. Shea:

The New York City Department of Environmental Protection (DEP) is requesting permission for the use of the Philipstown Highway Garage paved area located at 50 Fishkill Road, Cold Spring, NY 10516 (the "Premises") to conduct certain activities specified in the Scope of Work, attached herein as Schedule "A", referred hereafter as the "Work".

Paul V. Rush, P.E.
Deputy Commissioner
Bureau of Water Supply
prush@dep.nyc.gov

DEP's Contractor conducting the helicopter activities is including the Town of Philipstown as an additional insured on its Commercial General Liability Insurance covering an amount of at least Two Million Dollars (\$ 2,000,000) per occurrence and Four Million Dollars (\$ 4,000,000) in aggregate claims to protect against any injury or damage caused by use of the Premises, see attached Schedule "B".

465 Columbus Avenue
Valhalla, NY 10595
T: (914) 742-2001
F: (914) 742-2027

DEP shall hold the Town of Philipstown harmless from claims of any person or party alleging injury or damage as a result of any negligence performed by DEP or its Contractor in or about the Premises except if such injury is caused by the negligence or intentional act of the Town, or any third-party on the Town's behalf including but not limited to tenants, guest, occupants, agents or employees of the Town. In the event such injury or damage is caused by the combined negligence of the parties, each party shall be responsible for its relative culpability.

Please sign below acknowledging the Town's permission for the City to use the Premises, which permission shall be effective from June 1 to August 1, 2016. DEP project manager Sven Nielsen, whose contact number is (914) 742-2037, shall coordinate with the Town to identify dates and times appropriate for such activities on the Premises. Please return this letter, fully executed, to DEP Bureau of Legal Affairs, 71 Smith Avenue, Kingston, NY 12401. Thank you for your cooperation and assistance.

Sincerely,

David S. Warne
Assistant Commissioner

Permission Granted to Use the Premises

Approved as to Form:

Assistant Corporation Counsel
City of New York
Dated: _____

Richard Shea, Town Supervisor
Town of Philipstown
Dated: _____

Schedule A Scope of Work

The DEP is planning to improve two of our Water Supply facilities which are located at Breakneck Mountain. These facilities are the Breakneck Uptake Chamber which is located approximately 450 vertical feet above the Hudson River and just adjacent to the Breakneck Ridge hiking trail, in the Town of Philipstown, NY, and the Hudson River Drainage Chamber, which is located west of the north entrance to the Breakneck Tunnel on Route 9D and approximately 100 feet north of the Fishkill/Philipstown border, in the Town of Fishkill, NY.

The work includes installing steel plates to seal off openings at the Breakneck Uptake Chamber in order to prevent unauthorized access, and install new subsurface drainage pipes at the Hudson River Drainage Chamber to replace pipes which are believed to have collapsed. As neither of these facilities have vehicular access, construction materials and equipment will have to be brought into and out of these sites by means of helicopter. Workers can access the sites on foot from the Breakneck trailhead at the north entrance to the tunnel.

The helicopter company requires a pickup zone (PZ) for sling loading the materials and equipment. The PZ needs to be an open area large enough to stage the helicopter and near the construction sites for picking up the materials and equipment. Our police department identified the paved area at the Philipstown Highway Garage area as a possible PZ or staging spot. The garage area is just adjacent to the Catskill Aqueduct. On the morning of the planned work, the contractor will bring all construction equipment, such as a welding machine, generators, small excavating machine, jackhammers, steel plates, sand, gravel, PVC pipes, etc., pre-packed in cargo lifting nets and sling bags, on a flat-bed truck into the southeastern side of the garage area, just south of the salt shed. The helicopter would then land in the middle of the open area. The loads, which are limited to a maximum weight of 8,500 pounds per lift, would then be hooked up to a 75-130 foot long line suspended under the helicopter. The helicopter would then ascend, lifting the materials up and flying along the aqueduct. The materials would then be lowered and unhooked while the helicopter hovers in the air as there are no landing spots at these two sites. The flight time to deliver each load is estimated to five minutes. There are nine loads in total.

After the first three loads are delivered to the Breakneck Uptake Chamber, there will be an hour wait where the helicopter is parked at the garage area such that the contractor personnel can climb down the mountain and position themselves to receive the remaining 6 loads at the Drainage Chamber just adjacent to the Hudson River.

The construction should take less than one month. After the work is complete, the flight operation will be reversed and the excess materials and the construction equipment will be picked up with the helicopter and brought back to the garage area. The helicopter will lower the line and hover while personnel hook up the cargo nets to the line hook, and additional crew will unhook the cargo when it reaches the PZ at the garage.

DEP and/or its Contractor will take photos of the Premises before and after the Work to insure that the property is not damaged and/or properly restored, if necessary.

Schedule B
Contractor's Insurance

DRAFT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Jericho NY Broadway Office 390 North Broadway Jericho NY 11753 USA	CONTACT NAME: Stephen Klein PHONE (A/C No. Ext): 516-396-1228 FAX (A/C No.): 516-681-7390 E-MAIL ADDRESS: stephen.klein@aon.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Travelers Indemnity Co of CT</td> <td>25682</td> </tr> <tr> <td>INSURER B: The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Travelers Indemnity Co of CT	25682	INSURER B: The Phoenix Insurance Company	25623	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED RPT-VCI a Joint Venture, LLC 4400 Second Avenue Brooklyn NY 11232 USA														

COVERAGES **CERTIFICATE NUMBER:** 570059952896 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		0TC04709R057TCT15	11/01/2015	11/01/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY OWNED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION		BA-964K0176-15-CNS	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Contract # CRD-544G. The City of New York, its officials and employees, The Town of Philipstown 50 Fishkill Road, Cold Spring NY 10516 are included as additional insured in accordance with the policy provisions of the general liability and pollution liability policies.

CERTIFICATE HOLDER**CANCELLATION**

NYC Department of Environmental Protection 59-17 Junction Blvd Flushing NY 11373 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
--	---

Holder Identifier : CRD-484GR

Certificate No : 570059952896

RESOLUTION

The following Resolution was presented by _____, seconded by _____ and unanimously carried;

WHEREAS, the Town of Philipstown, owns premises located at 50 Fishkill Road, Cold Spring, New York, which is used as the Philipstown Highway Garage; and

WHEREAS, the Town has received a request from the New York City Department of Environmental Protection ("DEP") to enter into a License Agreement permitting the DEP contractor to have access to the premises for the purpose of a staging spot and pick up zone for a helicopter to pick up material to be used to install new drainage pipes and other repairs to the DEP water supply facilities located at Breakneck Mountain; and

WHEREAS, the License Agreement would be effective from June 1, 2016 to August 1, 2016; and

WHEREAS, the NYCEPA has agreed to hold the Town harmless from claims of any person or party alleging any injury or damage as a result of any negligence performed by DEP or its contractor in connection with the use of the premises; and

WHEREAS, DEP's contractor has provided the Town with a certificate of liability insurance in the amount of \$2,000,000 for each occurrence, \$4,000,000 aggregate, which said certificate names the Town of Philipstown as an addition insured; and

WHEREAS, the DEP has reviewed the project with the Town Highway Superintendent and he has no problem with it; and

WHEREAS, the Attorney for the Town has reviewed the license agreement, a copy of which is annexed hereto and the insurance certificate and finds all of the terms and conditions to be in order;

NOW, THEREFORE, BE IT RESOLVED as follows;

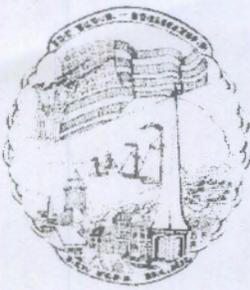
1. That the Town Board hereby agrees to enter into a License Agreement with the DEP for the period of June 1, 2016 to August 1, 2016, a copy of which is annexed hereto; and
2. That the Supervisor is hereby authorized to execute the License Agreement on behalf of the Town upon receipt by the Town of the License Agreement executed by the DEP; and

3. That after considering all of the information presented to it the Town Board hereby determines that the adoption of this resolution is a Type II Action and not subject to SEQRA.

ROLL CALL VOTE

Supervisor Shea _____
Councilwoman Montgomery _____
Councilman Van Tassel _____
Councilman Leonard _____
Councilman Flaherty _____

The resolution was thereupon declared duly adopted.



Town of Philipstown

Code Enforcement Office
238 Main Street, PO Box 155
Cold Spring, NY 10516

Office (845) 265- 5202 Fax (845) 265-2687

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MONTHLY REPORT for May 2016

1. Fees Collected	17,362.33
2. Total Number of Permits Issued	28
3. New One- or Two-family dwellings:	1
4. New Commercial/Industrial buildings:	-
5. New Hazardous (H) occupancies:	.
6. New Multi family occupancies:	-
7. Additions, alterations or repairs residential buildings	9
8. Additions, alterations or repairs commercial buildings:	-
9. All other permits (pools, sheds, decks, plumbing, HVAC, etc.)	18
10. Number of Certificates of Occupancy :	22
11. Number of Stop Work Orders issued:	1
12. Operating permits issued	/
13. Operating permits issued hazardous materials	/
14. Operating permits Hazardous processes and activities	/
15. Permits issued for the Use of pyrotechnic devices:	/
16. Inspection of public assembly :	/
17. Inspection of commercial occupancies	/
18. Inspection of buildings with 3 or more dwelling units:	/

Projects of Significance: Cerebral Palsy Reno. 2571.⁰⁰
single family 1689.⁰⁰
Pool 1590.-