

Town Board Workshop Meeting

**March 24, 2021 7:00 p.m.
VIA ZOOM**

AGENDA

- 1. Discussion regarding the proposals for Solar at the Philipstown Recreation Center.**
 - **7:00 pm – Deep Green Solar**
 - **7:30 pm – SunPower by New York State Solar Farm**
- 2. Resolution adopting the 2 schedules of fees for the Philipstown Volunteer Ambulance Corp (PVAC) contract and the Garrison Volunteer Ambulance Corp (GVAC). (Roll Call Vote)**
- 3. Resolution adopting the Ambulance Service Rules & Regulations. (Roll Call Vote)**
- 4. Resolution authorizing Supervisor Shea to sign the Philipstown Volunteer Ambulance Corp (PVAC) contract and the Garrison Volunteer Ambulance Corp (GVAC) Contract for 2021. (Roll Call Vote)**
- 5. Resolution authorizing the financing of 2 new trucks for the Philipstown Highway Department through KS State Bank.**
- 6. Resolution authorizing the purchase of furniture for the Philipstown Justice Court.**
- 7. Discussion with regard to a Freedom of Information appeal submitted by Liz Schevtchuk Armstrong of the Highlands Current dated March 1, 2021.**

Adjournment



Proposal for the installation of a Solar Energy System for the Town Recreation Center located at 107 Glenclyffe Drive, Garrison, New York 10524
February 23, 2021

1. Vendor Contacts

Deep Green Solar, LLC ("Deep Green" or "Deep Green Solar").
Nate Berner
PO Box 321
Cold Spring, NY 10516
Phone: 203-253-3245
Email: nate@deepgreensolar.com
Website: www.deepgreensolar.com

2. Description of the proposed Solar Energy System and manner in which it will be installed

We propose a five-degree fixed tilt ballasted solar system installed with Trina Tier1 solar panels and the best in class SolarEdge power electronics and performance monitoring equipment. This system would be installed by local NABCEP Certified PV Professionals with over a decade of experience building, operating and maintaining similar solar systems of this particular size and design. The system as designed (below) would produce an estimated 160MWh of annual electricity with a 95% performance guarantee provided under our Power Purchase Agreement.



A capability statement for our preferred construction firm is attached.

3. Our Solar Power Purchase Agreement

Our standard Solar Power Purchase Agreement is attached. Note that we provide a 95% performance guarantee on the solar system: if the system doesn't produce the electricity that we promise, you get made whole: we ensure that you're not exposed to high utility prices.



4. Proposed contract pricing;

Deep Green Solar is pleased to offer a Solar Power Purchase Agreement with the following terms:

Starting PPA rate: \$0.1450 / kWh.
Annual PPA rate escalation: 2.5%
Contract length: 20 years.

Note: a lower PPA rate is available if we increase the contract length to 25 years or use a higher escalator. Slightly lower pricing is available if local permit fees are waived.

5. Vendor's background and experience in solar power

Deep Green Solar was founded in 2019 by Ernst Sack (founder and CEO of Blue Bear Capital, an energy-sector investment company) and Nate Berner (an energy sector veteran working as an Advisor to Blue Bear Capital). Deep Green is 100% focused on making solar affordable for small organizations and businesses that don't have the scale to access traditional sources of solar project financing. Deep Green finances the construction of projects and then, in partnership with Omnidian, operates the project. Omnidian, backed by Blue Bear Capital and some of the nation's largest utilities, operates and maintains >200,000 small solar projects. An introduction to Omnidian is attached.

Deep Green Solar financed the construction of a [project](#) on a school roof very similar to the Recreation Center in Q3 2020 and the project has been operating [successfully](#). Deep Green has also financed the construction of another similar [project](#) which will be complete shortly. Deep Green has a development pipeline with over 50 small solar projects.

6. Vendor's NY State experience

Deep Green has not yet provided a solar energy system in New York State but is currently in advanced discussions regarding the provision of another solar energy system in Philipstown.

7. Additional Statement

Deep Green Solar, LLC is an equal opportunity employer that is committed to diversity and inclusion in the workplace. We prohibit discrimination and harassment of any kind based on race, color, sex, religion, sexual orientation, national origin, disability, genetic information, pregnancy, or any other protected characteristic as outlined by federal, state, or local laws.

This policy applies to all employment practices within our organization, including hiring, recruiting, promotion, termination, layoff, recall, leave of absence, compensation, benefits, training, and apprenticeship. Deep Green Solar, LLC makes hiring decisions based solely on qualifications, merit, and business needs at the time.

Deep Green Solar shall ensure that the Philipstown Sexual Harassment Prevention Policy is posted prominently at its work location and distributed to each of its employees.

Capability Statement

Croton Energy Group Inc (CEG) provides renewable energy system design and installation services, including solar photovoltaics and integration of energy storage. CEG also provides technical advising services on clean energy policies and opportunities for local governments and businesses.

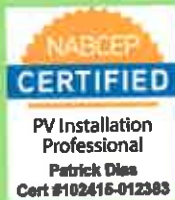


CROTON ENERGY GROUP INC

Core Competencies

Solar energy	Energy storage	Technical advising
Accurate assessment of the solar potential for rooftop to ground-mounted sites.	Integration of site-specific energy storage potential with solar production.	Advise local governments on clean energy projects, practices, and policies.
Reliable, bankable projection of solar production.	Creative, well-researched energy storage solutions.	Experience in successful grant writing, pre-bid RFP development, and project scoping.
Full turn-key contracting service for solar energy and storage projects.		Communicate with the public as well as municipal leaders.

Company Data



Founded 2011

DUNS: 020454829
 NAICS: 221114, 237130, 541690
 CAGE: 885X2
 FEIN: 90-0692614

Certifications:

(state)
 NYSERDA PV Contractor #5051
 (national)
 NABCEP Certified PV Installation Professional™

Licenses (General Contractor):
 Westchester County #26932-H13
 Putnam County #PC7812
 Connecticut #M1C.0649729

Contact Information

Leo Wiegman, EVP
 Croton Energy Group Inc
 75 South Riverside Avenue
 Croton-on-Hudson NY 10520
 tel. 914-862-4177 x 102
crotonenergy.com
wiegman@crotonenergy.com

Past Performance in Municipal-Nonprofit Sector

- Village of Croton NY Public Works Facility, roof top community solar project, completed in 2020, 302.1 kWdc.
- Town of Bedford NY: Solar carport for Police Department vehicles, completed in 2020, 42.4 kWdc.
- Town of Franklin NY: Solar ground-mount array, Kate Mountain Park (Clean Energy Community project, completed in 2018, 34.2 kWdc.
- Town of Keene, NY: Solar roof top array, Highway Garage (Clean Energy Community project, completed in 2018, 23.3 kWdc)
- Town of Bedford, NY: Technical Advisor to Energize NY for Mid-Hudson counties (NYSERDA RFP 2228 grant, 2012-2014, \$73,000)
- Energy Improvement Corp: Technical Advisor to Solarize Westchester for solar permitting (NYSERDA RFP 2672 grant, 2013-2015, \$62,000)
- Orange County/Town of Greenburgh, NY: Technical Advisor to the Energy Working Group of the Mid-Hudson Regional Sustainability Plan (NYSERDA RFP 2319 grant, 2013-2015, \$30,000)
- Village of Piermont/Civic Association: Solar lighting public art project for historic Sparkill Creek Bridge (Green Mountain Sun Club grant, completed 2018, \$15,000)
- Solar projects completed for non-profits: Groundworks Hudson Valley (2017-present), New Rochelle Business Improvement District (2018), Blue Mountain Center (2015-2018)

Differentiators

- Successful track record in grant writing and RFP development.
- Experienced collaborator in public/non-profit/private project teams.
- Co-owner (Wiegman) has many years of local government experience, and is a former 3 term Mayor of Croton-on-Hudson.



ENHANCED O&M SOLUTIONS

FOR COMMERCIAL SOLAR OWNERS

We Protect Your Investment | We Secure Your Savings





People

- All-star team of industry heavyweights
- Top 100 company to work for in WA
- Our teams have managed over 2+ GW of non-residential solar



Services

- Performance assurance and intelligence for solar asset owners and investors
- 5-star client experience
- Peace of mind

- PERFORMANCE MONITORING
- REMOTE ISSUE DIAGNOSIS & RESOLUTION
- FIELD SERVICE VIA NATIONWIDE NETWORK
- PERSONALIZED CLIENT SUPPORT
- PERFORMANCE INTELLIGENCE REPORTS
- ENERGY GUARANTEES

Technology

- Unique purpose-built software platform
- End-to-end service process automation
- Intelligent issue detection & diagnosis powered by Omnidian Data Science



Omnidian – Your Trusted Partner

Experience

- Managing over 1.5 GW of solar assets
- Small rooftops to 10 MW ground-mounts
- Services performed in 2,750 zip codes



Stability

- Marquee Fortune 1000 clients
- Stable pool of long-term investors
- Backed by the world's largest utilities



Focus

- We manage solar energy assets. Period.
- Fully independent service provider
- No conflict of interest – we work for you!



NATIONWIDE FIELD SERVICE NETWORK

100+ FIELD SERVICE PARTNERS

42 STATES COVERED

24,600 ZIP CODES COVERED



AMICUS O&M MEMBER

1 CONSISTENT EXPERIENCE



QUALITY

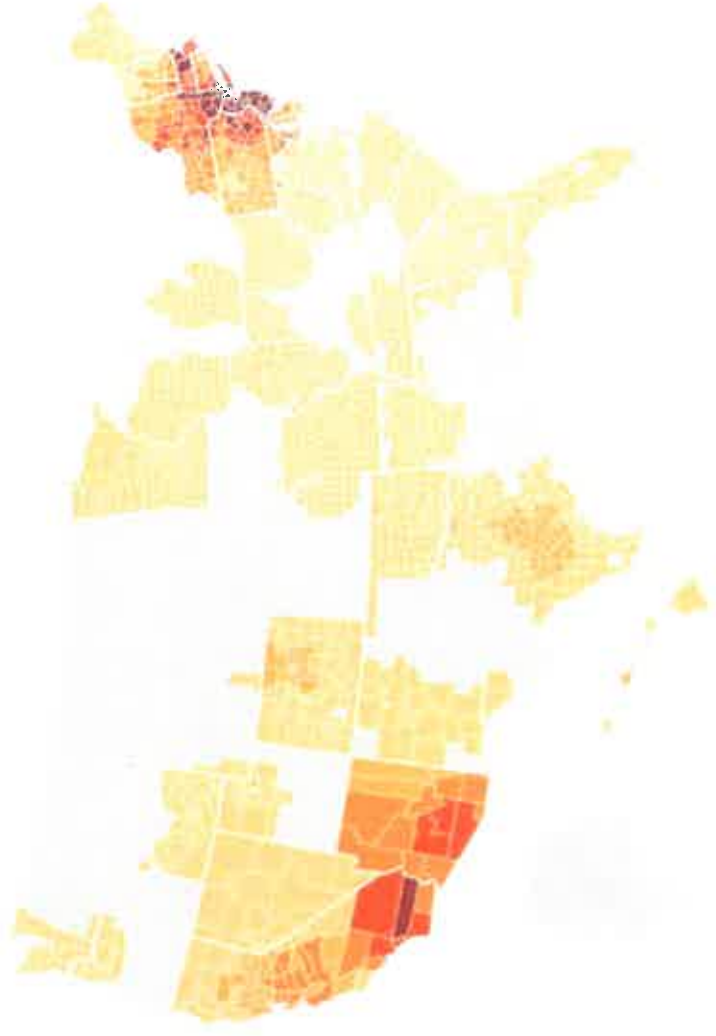
Thorough vetting, onboarding, and oversight

RELIABILITY

Redundant coverage in primary markets

SCALABILITY

Current network can absorb 5x activity growth



Peace of Mind – by Omnidian

Protect Your Investment

We secure your savings with a 95% Energy Guarantee



Many Assets, One Experience

We manage all distributed solar assets regardless of location, size, and technology.



Sit Back and Relax

We identify issues, diagnose, dispatch, and report. *Questions? We're only a phone call away.*



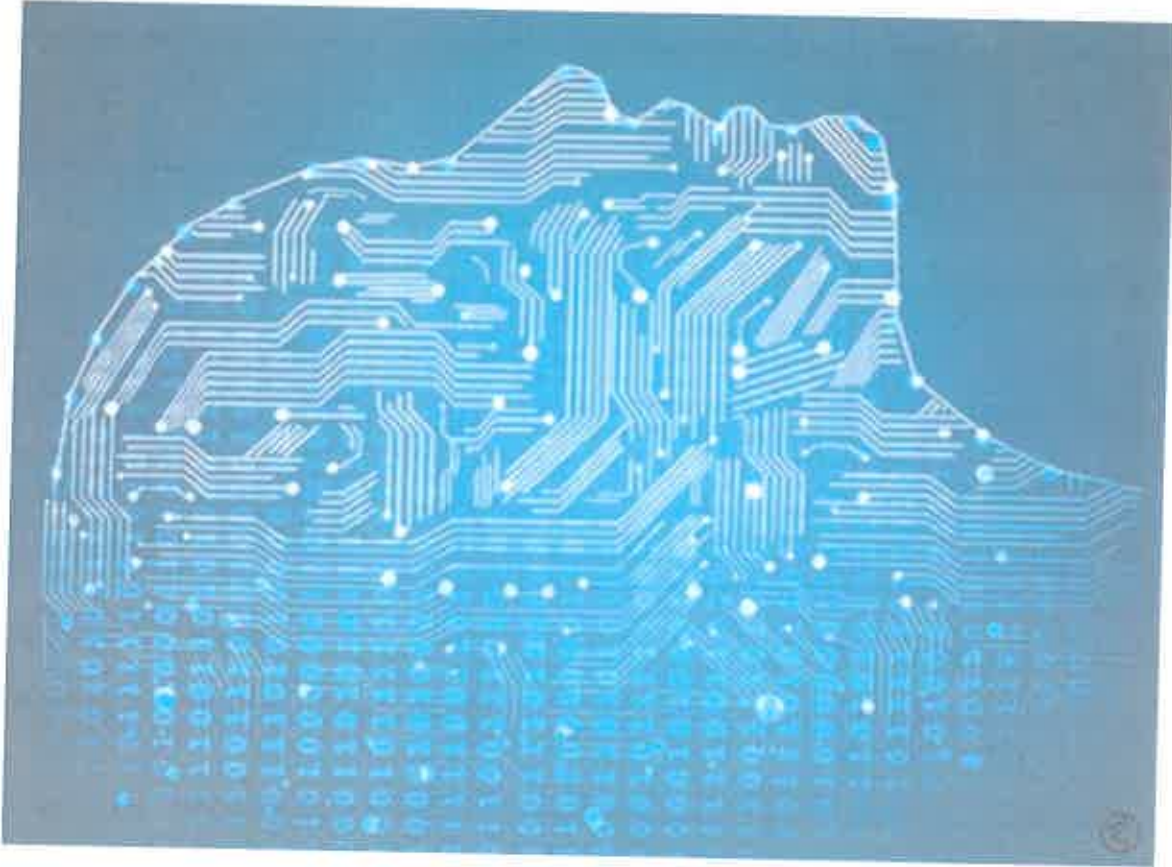
Go Solar With Confidence

Our Field Services Network provides nationwide coverage with consistency, quality.



WE MANAGE ASSET PERFORMANCE





MONITORING

POWERED BY DATA SCIENCE



PURPOSE-BUILT TECHNOLOGY for issue detection



NOISE FILTERING -- we focus on real performance issues



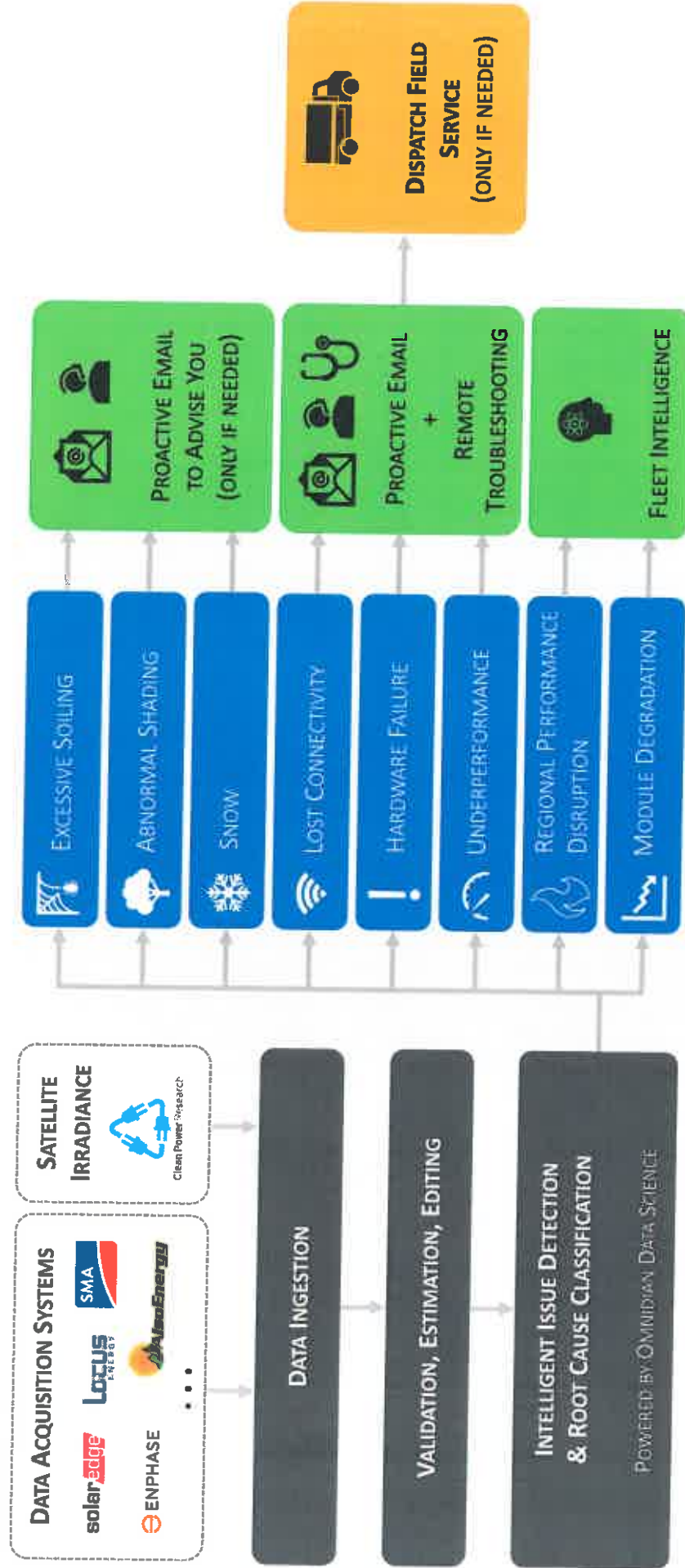
EXPERT STAFF for remote troubleshooting



SERVICE DISPATCH when repairs are needed

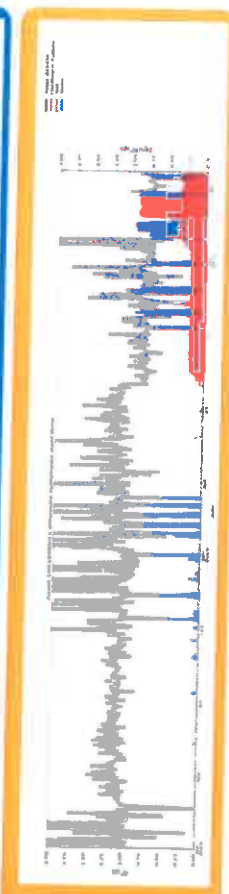
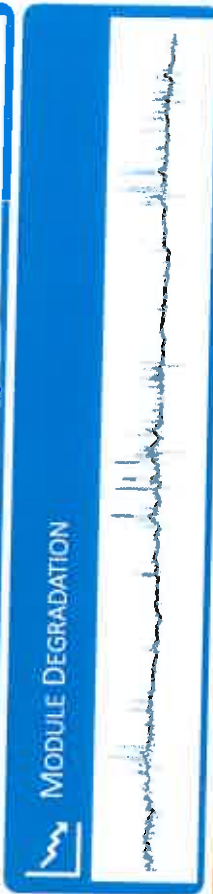
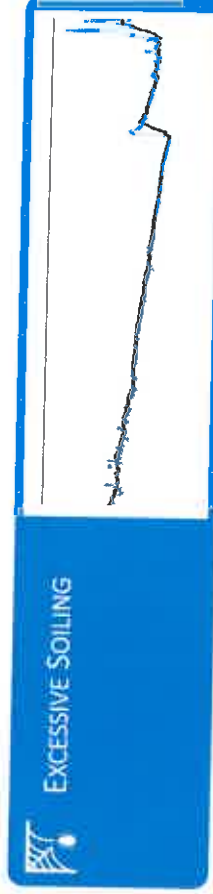
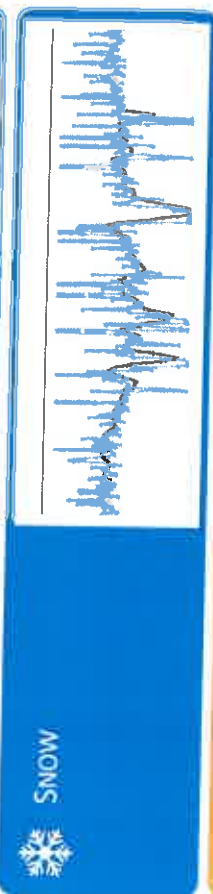
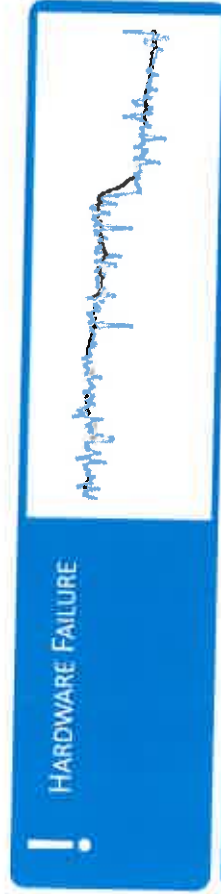
PURPOSE-BUILT TECHNOLOGY PLATFORM

END-TO-END PROCESS AUTOMATION – FROM DATA ACQUISITION TO ISSUE RESOLUTION



BEHIND THE SCENES: OMNIDIAN DATA SCIENCE

MACHINE LEARNING AUTOMATICALLY RECOGNIZES SIGNAL PATTERNS TO DETECT AND CATEGORIZE ISSUES



REAL LIFE PERFORMANCE

- Multiple conditions often overlap
- Our technology identifies and tracks each condition
- **With Omnidian, one issue cannot hide behind another!**



OMNIDIAN TECHNOLOGY ENABLES BETTER SERVICE

Eliminate The Noise

So we can focus on real issues.



Find Hidden Issues

With Omnidian Data Science.



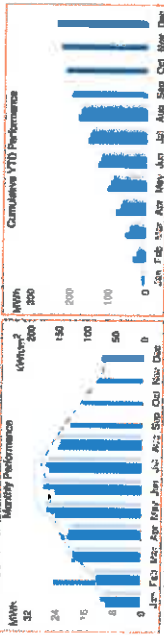
Solve Problems Earlier

Before your returns are impacted.



Name: **101-18** Location: **Problems PCA** Period In Service: **April 20, 2018**
 System Size (kW): **101.18** Asset ID: **101-18**

Reporting Period: **August 1, 2020 through August 31, 2020**



105% **104%** **102%**

Weather-Adjusted Energy vs. Measured Energy vs. Problems PCA

Month	Measured Energy (kWh)	Weather-Adjusted Expected Energy (kWh)	Weather-Adjusted Performance (%)	Budget Energy (kWh)	Production to Budget Ratio (%)	Incidents to Budget Base (kWh/yr)	Incidents to Budget Base (%)
Jan	10,200	11,200	105%	6,000	100%	71	70
Feb	12,200	12,800	104%	6,000	99%	80	82
Mar	15,200	15,000	101%	6,000	98%	105	110
Apr	20,200	20,000	101%	6,000	98%	104	104
May	25,200	25,000	101%	6,000	100%	100	100
Jun	30,200	30,000	101%	6,000	100%	100	100
Jul	35,200	35,000	101%	6,000	100%	100	100
Aug	40,200	40,000	101%	6,000	100%	100	100%
YTD	220,000	220,000	100%	6,000	100%	100	100%

Year to Date	Measured Energy (kWh)	Weather-Adjusted Expected Energy (kWh)	Weather-Adjusted Performance (%)	Budget Energy (kWh)	Production to Budget Ratio (%)	Incidents to Budget Base (kWh/yr)	Incidents to Budget Base (%)
2017 Quarter	21,800	21,800	100%	6,000	99%	60	53
Year to Date	180,000	180,000	100%	6,000	99%	1,000	1,000
Rolling 12 Month	210,000	210,000	100%	6,000	99%	1,000	1,000

Also Available: **Weather-Adjusted Energy** **Problems PCA** **Report Energy**

For questions please call us at (800) 550-6183 9:00 a.m. - 5:00 p.m. Pacific Time, Monday - Friday.
 Or email us at: support@qynidian.com

REPORTING

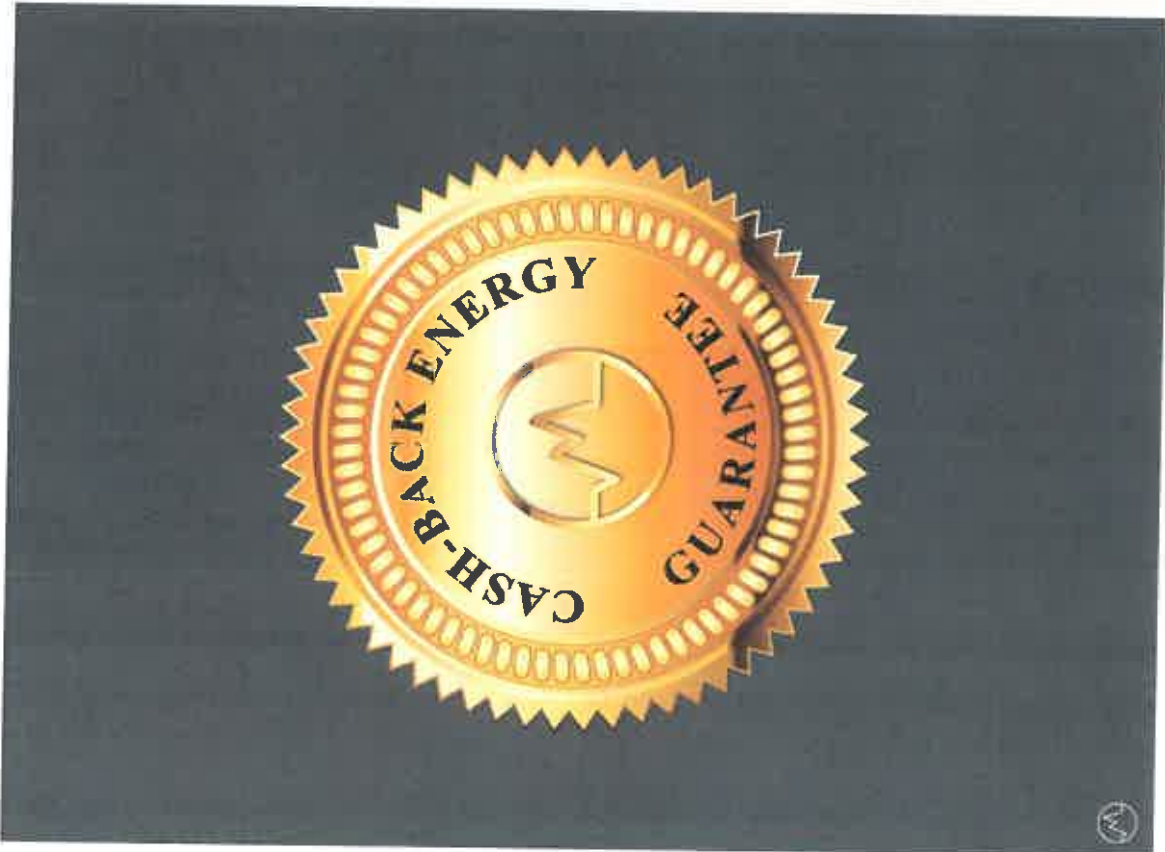
EVERY MONTH, OUR PERFORMANCE REPORTS
 SHOW EXACTLY HOW EACH ASSET IS PERFORMING
 VS. BUDGET AND WEATHER-ADJUSTED EXPECTATION

OUR REPORTS AND METRICS ARE CONSISTENT
 ACROSS YOUR ENTIRE PORTFOLIO
 REGARDLESS OF MONITORING TECHNOLOGY








WE GUARANTEE ENERGY





95% ENERGY GUARANTEE

-  **WE PAY FOR kWh BELOW GUARANTEED ENERGY***
-  **REFUND RATE = 10¢, 15¢ or 20¢ per kWh (PICK ONE)**
-  **YOU NEVER PAY** FOR OVERPERFORMANCE
-  **ANNUAL ENERGY TRUE-UP**
-  **WE COVER WEATHER RISK** (NO ADJUSTMENT FOR WEATHER)

*Minus rollover balance from energy generation surplus above forecast






ENERGY GUARANTEE vs. AVAILABILITY GUARANTEE

Guaranteed metric	Omnidirectional Energy Guarantee	Typical Availability Guarantee
Covers system downtime	✓	Uptime (%) ✓
Covers inverter downtime	✓	✓
Covers DC failures (strings, modules)	✓	✗
Covers equipment performance issues	✓	✗
Covers excessive module degradation	✓	✗
Covers weather risk	✓	✗





YOUR CLIENT EXPERIENCE

-  **WE DETECT & DIAGNOSE ISSUES REMOTELY**
-  **WE DISPATCH SERVICE – FAST!**
-  **WE KEEP YOU INFORMED**
-  **WE ADVISE YOU** WHEN A DECISION IS NEEDED
-  **WE SUPPORT YOU** WHEN YOU HAVE QUESTIONS

MEET YOUR OMNIDIAN COMMERCIAL TEAM



Ben Compton
VP, Commercial Strategic Alliances



Jason Feng
VP, Commercial Channel Sales



Emily Kosmala
Sales Analyst



Maika Bui
Client Success Manager



Nathan Goddard
Client Success Manager



Jesse Waters
Director, Commercial Operations



Jessica Gibbons
Manager, Commercial Operations



Anil Kothamasu
Senior Performance Manager



Erika Vélez
Client Success Manager



Dayna Sheehy
Client Success Associate















PLANS

Omnidian Performance Plans

Peace of Mind For Your Commercial Solar Owners

	Sentry MONITOR & REPORT	Guarantee MAINTAIN & GUARANTEE	Shield* GUARANTEE & REPAIR
 24/7 Professional Monitoring	✓	✓	✓
 Remote Diagnosis	✓	✓	✓
 Service Scheduling & Dispatch	✓	✓	✓
 Live Customer Service & Support	✓	✓	✓
 Monthly Performance Reports	✓	✓	✓
 Preventive Maintenance	PAY PER USE	✓	✓
 Performance Guarantee	PAY PER USE	PAY PER USE*	✓
 System Repairs	PAY PER USE	PAY PER USE*	✓
 Panel Washing	PAY PER USE	PAY PER USE*	✓*
 Vegetation Management	PAY PER USE	PAY PER USE*	PAY PER USE*



*Shield plan available for systems up to 1 MW_{DC}. Repair coverage excludes out-of-warranty major components (inverters, modules, trackers, monitoring), pre-existing conditions and damage from external factors.
 +You are responsible for keeping the system free of new shading (e.g. trim foliage) and for any economically-justified panel washings needed to maintain performance.

OMNIDIAN PEACE OF MIND



INVESTMENT, PROTECTED
ENERGY, GUARANTEED



PURPOSE-BUILT TECHNOLOGY
FOCUSED ON DELIVERING
EXPECTED PERFORMANCE



SINGLE POINT OF
ACCOUNTABILITY



WE MAKE IT EASY SO YOU CAN
FOCUS ON YOUR CORE BUSINESS

OMNIDIAN[®]



Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this "Agreement") is entered into by the parties listed below (each a "Party" and collectively the "Parties") as of the date signed by Seller below (the "Effective Date").

Purchaser:		Seller:	
Name and Address	Purchaser Name [] Street Name City, State 00000-000 Attention: Customer Contact	Name and Address	Seller Name [] Street Name City, State 00000-0000 Attention: Seller Contact
Phone	() -	Phone	() -
Fax	None	Fax	() -
E-mail	@	E-mail	@
Premises Ownership	Purchaser [] owns [] leases the Premises. List Premises Owner, if different from Purchaser: _____	Additional Seller Information	Contractor's License Number
Tax Status			
Project Name			

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electricity from the solar panel system described in **Exhibit 2** (the "System") and installed on the real property comprising Purchaser's premises described or depicted in Schedule A to **Exhibit 2** (the "Premises"), including any buildings and other improvements on the Premises other than the System (the "Improvements").

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit 1** Pricing
- Exhibit 2** System Description, Delivery Point and Premises
- Exhibit 3** General Terms and Conditions
- Exhibit 4** Performance Guaranty (optional)

Purchaser: [Purchaser Name]

Seller: [Seller Name]

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Exhibit 1

Pricing

1. **Initial Term:** Twenty (20) years, beginning on the Commercial Operation Date (the “**Initial Term**”).
2. **[Additional Terms:** Up to three (3) terms of five (5) years each beginning on the expiration of the Initial Term (each an “**Additional Term**”).]
3. **Contract Price:**

Contract Year	\$/kWh
1	[\$ _____]
2	[\$ _____]
3	[\$ _____]
4	[\$ _____]
5	[\$ _____]
6	[\$ _____]
7	[\$ _____]
8	[\$ _____]
9	[\$ _____]
10	[\$ _____]
11	[\$ _____]
12	[\$ _____]
13	[\$ _____]
14	[\$ _____]
15	[\$ _____]
16	[\$ _____]
17	[\$ _____]
18	[\$ _____]
19	[\$ _____]
20	[\$ _____]

The first Contract Year shall commence on the Commercial Operation Date, and each subsequent Contract Year shall commence on the anniversary of the Commercial Operation Date.

4. **Contract Price Assumptions.** The Contract Price is based on the following assumptions:
 - a. A payment or performance bond is _____ is not _____ being issued to Purchaser under this Agreement.
 - b. Interconnection costs for the System will not exceed \$[_____] in the aggregate.
 - c. Statutory prevailing wage rates (e.g., Davis-Bacon) do _____ do not _____ apply.
 - d. A Performance Guaranty is _____ is not _____ being provided.
 - e. All prices in this Agreement are calculated based on an upfront rebate of \$[_____].
 - f. The Contract Price is inclusive of Seller’s Taxes (as defined in Section 3(d) of **Exhibit 3**) at the rates in effect as of the Effective Date (to the extent that such rates are known or knowable by Seller on the Effective Date).
5. **Contract Price Exclusions.** Unless Seller and Purchaser have agreed otherwise in writing, and except as otherwise provided in Section 2(c) of Exhibit 3, the Contract Price excludes the following:
 - a. Unforeseen groundwork (including excavation and circumvention of underground obstacles). Upgrades or repair to customer or utility electrical infrastructure (including: client or utility service, transformers, substations, poles, breakers, reclosers, and disconnects).

- g. Snow removal, tree removal, tree trimming, mowing and any landscape improvements.
- h. Decorative fencing and/or any visual screening materials, decorative enhancements to solar support structures (including: painting, paint matching, masonry/stone work, and any lighting not required to meet the minimum code compliance).
- i. Removal of existing lighting, light poles, or concrete light post bases.
- j. Roof membrane maintenance or reroofing work.
- k. Structural upgrades to the Improvements, including ADA upgrades.
- l. Installation of public information screen or kiosk (including accompanying internet connection, power supply, technical support and ADA access).
- m. Changes in System design caused by any inaccuracy or ambiguity in information provided by Purchaser, including information regarding Purchaser's energy use, the Premises and the Improvements, including building plans and specifications.

6. Termination Payment Schedule (Exhibit 3, Section 11(b)):

Contract Year	Termination Payment (\$)
1	[\$]
2	[\$]
3	[\$]
4	[\$]
5	[\$]
6	[\$]
7	[\$]
8	[\$]
9	[\$]
10	[\$]
11	[\$]
12	[\$]
13	[\$]
14	[\$]
15	[\$]
16	[\$]
17	[\$]
18	[\$]
19	[\$]
20	[\$]

Exhibit 2

System Description, Delivery Point and Premises

1. System Location:
7. System Size (DC kW):
8. System Description (Expected Structure, Etc.):
9. **Delivery Point and Premises:** Schedule A to this **Exhibit 2** contains one or more drawings or images depicting:
 - a. Premises, including the Improvements (as applicable);
 - n. Proposed System location;
 - o. Delivery point for electricity generated by the System (the “Delivery Point”);
 - p. Access points needed for Seller to install and service the System (building, access, electrical room, stairs etc.); and
 - q. Construction assumptions (if any).

Schedule A

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Exhibit 3

General Terms and Conditions

1. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electricity generated by the System during the Term (as defined in Section 2(a)). Electricity generated by the System shall be delivered to Purchaser at the Delivery Point. Title to and risk of loss for the electricity generated by the System passes to Purchaser from Seller at the Delivery Point. Purchaser may purchase electricity for the Premises from other sources to the extent Purchaser's electricity consumption requirements at the Premises exceed the output of the System.

2. **Term and Termination.**
 - a. **Effective Date; Term.** This Agreement is effective as of the Effective Date. The electricity supply period under this Agreement commences on the Commercial Operation Date (as defined in Section 6) and continues for the duration of the Initial Term and any Additional Terms, unless earlier terminated as provided for in this Agreement (collectively, the "Term").
 - b. **Additional Terms.** The Parties may agree in writing to extend this Agreement for one or more Additional Term(s) at a Contract Price to be agreed.
 - c. **Termination Due to Contract Price Adjustments or Lack of Project Viability.** If, at any time after the Effective Date and prior to Commencement of Installation (as defined in Section 5), (i) circumstances arise which have been excluded from Contract Price calculations pursuant to Section 5 of Exhibit 1, or Seller determines that the installation of the System will not be technically or economically viable for any other reason, and (ii) the Parties have negotiated a Contract Price adjustment for thirty (30) days following written notice from Seller without reaching agreement, either Party may terminate this Agreement by providing ten (10) days' prior written notice to the other Party. Neither Party shall be liable for any damages in connection with such termination. After Commencement of Installation, the Contract Price shall not be subject to further adjustment pursuant to Section 5 of Exhibit 1 or otherwise.
 - d. **Termination by Purchaser for Delay.** If Commencement of Installation has not occurred [] days after the Effective Date, Purchaser may terminate this Agreement by providing thirty (30) days' prior written notice to Seller; provided that this Agreement will not terminate pursuant to this Section 2(d) if Seller achieves Commencement of Installation on or before the end of such thirty (30) day notice period. Purchaser shall not liable for any damages in connection with such termination.

3. **Billing and Payment; Taxes.**
 - a. **Monthly Charges.** Purchaser shall pay Seller monthly for the electricity generated by the System and delivered to the Delivery Point at the \$/kWh rate shown in Exhibit 1 (the "Contract Price"). The monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of electricity generated during the applicable month, as measured by the Meter (as defined in Section 11). Additional costs for items differing from the assumptions in Exhibit 1, Item 4 are Purchaser's responsibility.
 - b. **Monthly Invoices.** Seller shall invoice Purchaser monthly. Such monthly invoices shall state (i) the amount of electricity produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser.
 - c. **Payment Terms.** All amounts due under this Agreement are due and payable net thirty (30) days following receipt of invoice. Any undisputed portion of the invoice amount not paid within such thirty (30) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) above the Prime Rate (but not to exceed the maximum rate permitted by law). All payments shall be made in U.S. dollars.
 - d. **Taxes.**

- i. **Purchaser's Taxes.** Purchaser is responsible for: (1) payment of, or reimbursement of Seller, for all taxes assessed on the generation, sale, delivery or consumption of electricity produced by the System or the interconnection of the System to the utility's electricity distribution system; and (2) real property taxes.
- ii. **Seller's Taxes.** Seller is responsible for: (1) payment of income taxes or similar taxes imposed on Seller's revenues due to the sale of electricity under this Agreement; and (2) personal property taxes imposed on the System ("Seller's Taxes").

4. **RECs and Incentives.** As the owner of the System, Seller is entitled to the benefit of, and will retain all ownership interests in the RECs and Incentives. Purchaser shall cooperate with Seller in obtaining, securing and transferring any and all RECs and Incentives. Purchaser is not obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. Purchaser shall not make any filing or statements inconsistent with Seller's ownership interests in the RECs and Incentives. If any RECs or Incentives are paid or delivered directly to Purchaser, Purchaser shall immediately pay or deliver such items or amounts to Seller.

"Governmental Authority" means any foreign, federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, court, tribunal, arbitrating body or other governmental authority having jurisdiction or effective control over a Party.

"Incentives" means (i) a payment paid by a utility or state or local Governmental Authority based in whole or in part on the cost or size of the System such as a rebate, (ii) a performance-based incentive paid as a stream of periodic payments by a utility, state or Governmental Authority based on the production of the System, (iii) investment tax credits, production tax credits, and similar tax credits, grants or other tax benefits under federal, state or local law, and (iv) any other attributes, commodity, revenue stream or payment in connection with the System (such as ancillary or capacity revenue), in each case of (i) through (iv) relating to the construction, ownership, use or production of energy from the System, provided that Incentives shall not include RECs.

"REC" means a renewable energy credit or certificate under any state renewable portfolio, standard or federal renewable energy standard, voluntary renewable energy credit certified by a non-governmental organization, pollution allowance, carbon credit and any similar environmental allowance or credit and green tag or other reporting right under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program, in each case relating to the construction, ownership, use or production of energy from the System, provided that RECs shall not include Incentives.

5. **Project Completion.**

- a. **Project Development.** Seller shall diligently pursue the development and installation of the System, subject to Section 2(c), Section 11 and the remaining provisions of this Section 5.
- b. **Permits and Approvals.** Seller shall use commercially reasonable efforts to obtain the following at its sole cost and expense (each an "Approval"):
 - i. any zoning, land use and building permits required for Seller to construct, install and operate the System; and
 - ii. any agreements and approvals from the utility necessary in order to interconnect the System to the utility's electric distribution system.

Purchaser shall cooperate with Seller's reasonable requests to assist Seller in obtaining such Approvals, including, without limitation the execution of documents required to be provided by Purchaser to the local utility.

- c. **Commencement of Installation.** Seller shall exercise commercially reasonable efforts to achieve Commencement of Installation of the System within [] days after the Effective Date. "Commencement of Installation" means the date that Seller or its installation contractor has begun physical installation of the System on the Premises.
 - i. **Installation Schedule.** Seller will provide Purchaser with a proposed installation schedule and an estimated Commercial Operation Date as defined in Section 5(f). Purchaser shall have five (5) business days to review and comment on the schedule or the proposed schedule will be considered approved. Seller will notify

Purchaser of any material changes to the proposed schedule and any revisions to the estimated Service Commencement Date during the Installation Period.

- ii. **Right of Access During Installation Period.** Seller and its contractors shall have the right of access specified in Section 7(a) throughout the period of the installation and will coordinate installation activities with Purchaser to minimize interference with normal operations at the Premises, to the extent reasonably practical and without causing undue delay in the Service Commencement Date. Any work that requires interruption of electricity to Purchaser's Premises will be identified in the installation schedule, and Seller or its Contractors will receive approval from Purchaser prior to any such interruption.
- iii. **Output During System Testing.** During the period of installation, Seller or its contractors may test the System, and Purchaser shall accept delivery of any output resulting from such testing during this period. There shall be no charge to Purchaser for output delivered from the System during the Installation Period.

d. **Force Majeure.**

- i. **Force Majeure Event.** If either Party is unable to timely perform any of its obligations (other than payment obligations) under this Agreement in whole or in part due to a Force Majeure Event, that Party will be excused from performing such obligations for the duration of the time that such Party remains affected by the Force Majeure Event; provided, that such Party uses commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resumes performance of its affected obligations as soon as reasonably practical. The Party affected by the Force Majeure Event shall notify the other Party as soon as reasonably practical after the affected Party becomes aware that it is or will be affected by a Force Majeure Event. If the Force Majeure Event occurs during the Term and impacts the ability of the System to deliver electricity to the Delivery Point, the Term will be extended day for day for each day delivery is suspended due to the Force Majeure Event.
- ii. **Extended Force Majeure.** If a Force Majeure Event notified by either Party under paragraph (i) above continues for a consecutive period of one hundred eighty (180) days or more within a twelve (12) month period, then either Party may terminate this Agreement without either Party having further liability under this Agreement except: (a) liabilities accrued prior to termination, (b) Seller shall remove the System as required under Section 9 (but Purchaser shall reimburse Seller for Seller's removal costs if the Force Majeure Event affects Purchaser and Purchaser elects to terminate the Agreement) and (b) if Purchaser elects to terminate the Agreement in accordance with this Section, Purchaser shall pay the applicable Termination Payment. Notwithstanding the foregoing, if the Force Majeure Event can be corrected through repair or restoration of the System or other actions by Seller and, prior to expiration of the initial one hundred eighty (180)-day period, Seller provides written evidence to Purchaser that it is diligently pursuing such actions, then Purchaser shall not have the right to terminate this Agreement so long as Seller continues to diligently pursue such actions.
- iii. **"Force Majeure Event"** means any event or circumstance beyond the reasonable control of and without the fault or negligence of Seller, including, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; piracy; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; animals; the binding order of any Governmental Authority; the failure to act on the part of any Governmental Authority (including, without limitation delays in permitting not caused by actions or omissions of the Party seeking such permit); unavailability of electricity from the utility grid; and failure or unavailability of equipment, supplies or products outside of Seller's control or due to a Force Majeure Event.

e. **Extension of Time.** If Seller is delayed in achieving Commencement of Installation due to a Force Majeure Event, the time for achievement of Commencement of Installation will be automatically extended to account for the impact of the delay.

f. **Commercial Operation.** Seller shall notify Purchaser in writing when it has achieved Commercial Operation (the date of such notice, the "**Commercial Operation Date**"). "**Commercial Operation**" means that the System is mechanically complete, capable of providing electricity to the Delivery Point at the nameplate capacity specified in Exhibit 2 and has permission to operate from the relevant Governmental Authority. Seller shall provide Purchaser

with documentation to evidence that the System is ready to begin Commercial Operation upon Purchaser's reasonable request.

6. Installation, Operation and Maintenance.

- a. **Seller's General Obligations Regarding the System.** Subject to the terms and conditions of this Agreement, Seller shall design, engineer, install, commission, monitor, operate and maintain the System, in each case in a good and workmanlike manner and in accordance with applicable law and prudent solar industry practices in the state in which the Premises are located. The System shall comply with all applicable rules, regulation and local building codes.
- b. **System Design Approval.** Seller shall provide Purchaser with a copy of the System design for approval prior to commencement of construction. Purchaser shall have ten (10) days after receipt to approve or disapprove the design. Failure by Purchaser to respond within such ten (10) day period shall be deemed approval of the design. If Purchaser disapproves the design, Seller shall modify the design and resubmit it for Purchaser's approval. If the System design modifications requested by Purchaser render the System non-viable, Seller may terminate this Agreement under Section 2(c) above.
- c. **System Repair and Maintenance.** Seller may suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System; provided that Seller shall use commercially reasonable efforts to (i) minimize any interruption in service to the Purchaser, and (ii) limit any such suspension of service to weekend or off-peak hours. Scheduled and unscheduled maintenance and repairs shall be undertaken at Seller's sole cost and expense, except that Purchaser shall reimburse Seller for the reasonable cost of any repairs or maintenance resulting from damage caused by Purchaser, its agents, employees or contractors.
- d. **Outages.** Upon Purchaser's written request, Seller shall take the System off-line for a total of forty-eight (48) daylight hours (as defined by the United States National Weather Service in the area where the System is located) during each Contract Year (each event an "Outage" and the forty-eight (48) hour period the "Outage Allowance"). The Outage Allowance includes all Outage hours undertaken by Seller for maintenance or repairs for which Purchaser is responsible pursuant to Section 6(b) or requested by Purchaser under this Section 6(d) (other than due to the fault or negligence of Seller). Purchaser's request shall be delivered at least forty-eight (48) hours in advance. Purchaser is not obligated to accept or pay for electricity from the System for Outages up to the annual Outage Allowance. If the aggregate hours for Outages exceed the Outage Allowance in a given Contract Year, Seller shall reasonably estimate the amount of electricity that would have been delivered to Purchaser during such excess Outages and Purchaser shall pay Seller for such amount in accordance with this Agreement.
- e. **Maintenance of Premises.** Purchaser shall, at its sole cost and expense, maintain the Premises and Improvements in good condition and repair. Purchaser, to the extent within its reasonable control, (i) shall ensure that the Premises remains interconnected to the local utility grid at all times; and (ii) shall not permit cessation of electric service to the Premises from the local utility. Purchaser is fully responsible for, and shall properly maintain in full working order and good repair, the electrical infrastructure on the Purchaser's side of the Delivery Point, including all of Purchaser's equipment that utilizes the System's outputs. Purchaser shall use commercially reasonable efforts to cooperate with Seller to comply with any technical standard of the utility providing electrical power to the Purchaser, and does not need to receive permission to operate from the utility.
- f. **No Alteration of Premises.** Not less than thirty (30) days prior to making any alterations or repairs to the Premises (except for emergency repairs) or any Improvement which may adversely affect the operation and maintenance of the System, Purchaser shall inform Seller in writing and, thereafter, shall use commercially reasonable efforts to conduct such repairs, alterations or Improvements in compliance with any reasonable request made by Seller within ten (10) days after having received such written request to mitigate any adverse effect. If any repair, alteration or Improvement result in a permanent and material adverse economic impact on the System, Purchaser may request relocation of the System under Section 8 hereof. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, Seller shall perform such work, and any re-connection or re-installation of the System, at Purchaser's cost, subject to Sections 6(b) and 6(c). Seller shall make any alterations and repairs in a good and workmanlike manner, in compliance with all applicable laws, codes and permits.

7. Miscellaneous Rights and Obligations of the Parties.

- a. **Access Rights.** Purchaser hereby grants to Seller and to Seller's agents, employees, contractors and the utility (i) a non-exclusive license running with the Premises (the "**Non-Exclusive License**") for access to, on, over, under and across the Premises from the Effective Date until the date that is ninety (90) days following the date of expiration or earlier termination of this Agreement (the "**License Term**"), for the purposes of performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement and otherwise as required by Seller in order to effectuate the purposes of this Agreement. In addition to the foregoing, if the System shall be a ground-mounted System to be located within a secure, fenced area on the Premises, Purchaser hereby grants to Seller an exclusive, sub-licensable license running with the Premises (the "**Exclusive License**", and together with the Non-Exclusive License, the "**Licenses**") for purposes of the installation, operation, use and maintenance of the System on such exclusively licensed area of the Premises during the License Term. Seller and its employees, agents and contractors must comply with Purchaser's site safety and security requirements when on the Premises (other than in respect of the fenced area governed by the Exclusive License) during the License Term. During the License Term, Purchaser shall preserve and protect Seller's rights under the Licenses and Seller's access to the Premises and shall not interfere, or permit any third parties under Purchaser's control to interfere with such rights or access. Seller may record a customary memorandum of license in the land records respecting the Licenses.]
- b. **OSHA Compliance.** Each Party shall comply with all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws and codes with respect to such Party's performance under this Agreement.
- c. **Safeguarding the Premises.** Purchaser shall maintain the physical security of the Premises and Improvements in a manner to be expected of a reasonable and prudent owner or lessee of premises and improvements similar to the Premises and Improvements in nature and location. Purchaser shall not conduct or permit activities on, in or about the Premises or the Improvements that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. Purchaser shall indemnify Seller for any loss or damage to the System to the extent caused by or arising out of (i) Purchaser's breach of its obligations under this Section or (ii) the acts or omissions of Purchaser or its employees, agents, invitees or separate contractors.
- d. **Insolation.** Purchaser acknowledges that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not, to the extent within its reasonable control, cause or permit any interference with the System's Insolation, and shall ensure that vegetation on the Premises adjacent to the System is regularly pruned or otherwise maintained to prevent interference with the System's Insolation. If Purchaser discovers any activity or condition that could diminish the Insolation of the System, Purchaser shall immediately notify Seller and cooperate with Seller in preserving and restoring the System's Insolation levels as they existed on the Effective Date.
- e. **Use and Payment of Contractors and Subcontractors.** Seller shall use suitably qualified, experienced and licensed contractors and subcontractors to perform its obligations under this Agreement. However, Seller shall be responsible for the quality of the work performed by its contractors and subcontractors. Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement.
- f. **Liens.**
- i. **Lien Obligations.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature, except such encumbrances as may be required to allow Seller access to the Premises, (each a "**Lien**") on or with respect to the System. Seller shall not directly or indirectly cause, create, incur, assume or allow to exist any Lien on or with respect to the Premises or the Improvements, other than those Liens which Seller is permitted by law to place on the Premises due to non-payment by Purchaser of amounts due under this Agreement. Each Party shall immediately notify the other Party in writing of the existence of any such Lien following discovery of same, and shall promptly (and in all events within thirty (30) days) cause the same to be discharged and released of record without cost to the other Party; provided, however, that each indemnifying Party has the right to contest any such Lien, so long as it provides a statutory bond or other reasonable assurances of payment that either removes such Lien from title to the affected property, or that assures that any adverse judgment with respect to such Lien shall be paid without affecting title to such property.

- ii. **Lien Indemnity.** Each Party shall indemnify the other Party from and against all claims, losses, damages, liabilities and expenses resulting from any Liens filed against such other Party's property as a result of the indemnifying Party's breach of its obligations under Section 7(f)(i).

8. Relocation of System.

If, during the Term, Purchaser ceases to conduct business operations at the Premises or vacates the Premises; the Premises have been destroyed; or the Purchaser is otherwise unable to continue to host the System or accept the electricity delivered by the System for any other reason (other than a Default Event by Seller), Purchaser may propose in writing the relocation of the System, at Purchaser's cost, in lieu of termination of the Agreement by Seller for a Default Event by Purchaser. If such proposal is practically feasible and preserves the economic value of the agreement for Seller, the Parties shall seek to negotiate in good faith an agreement for the relocation of the System. If the Parties are unable to reach agreement on relocation of the System within sixty (60) days after the date of receipt of Purchaser's proposal, Seller may terminate this Agreement pursuant to Section 11(b)(ii).

9. Removal of System upon Termination or Expiration.

Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option under Section 14(b)), Seller shall, at its expense (unless expressly provided otherwise in this Agreement), remove all of the tangible property comprising the System from the Premises with a targeted completion date that is no later than ninety (90) days after the expiration of the Term. The portion of the Premises where the System is located shall be returned to substantially its original condition (excluding ordinary wear and tear), including the removal of System mounting pads or other support structures, and repair and restoration of the roof and the roof membrane. If the System is installed on the roof of an Improvement, Seller's warranties under Section 12(c)(i) shall apply, as applicable. Purchaser must provide sufficient access, space and cooperation as reasonably necessary to facilitate System removal. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser may, at its option, to remove the System to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Seller's cost.

10. Measurement.

- a. **Meter.** The System's electricity output during the Term shall be measured by Seller's meter, which shall be a revenue grade meter that meets ANSI-C12.20 standards for accuracy (the "Meter"). Purchaser shall have access to the metered energy output data via the [] monitoring system installed and maintained by Seller as part of the System.
- b. **Meter Calibration.** Seller shall calibrate the Meter in accordance with manufacturer's recommendations. Notwithstanding the foregoing, Purchaser may install, or cause to be installed, its own revenue-grade meter at the same location as the Meter. If there is a discrepancy between the data from Purchaser's meter and the data from the Meter of greater than two percent (2%) over the course of a Contract Year, then Purchaser may request that Seller calibrate the Meter at Purchaser's cost.

11. Default, Remedies and Damages.

- a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below is deemed a "Defaulting Party", the other Party is the "Non-Defaulting Party" and each of the following is a "Default Event":
 - i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("Payment Default");
 - ii. failure of a Party to perform any material obligation under this Agreement not addressed elsewhere in this Section 11(a) within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that if the Default Event cannot reasonably be cured within thirty (30) days and the Defaulting Party has demonstrated prior to the end of that period that it is diligently pursuing such cure, the cure period will be extended for a further reasonable period of time, not to exceed ninety (90) days;

- iii. any representation or warranty given by a Party under this Agreement was incorrect in any material respect when made and is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
- iv. in the United States or in a foreign jurisdiction, a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect (or, if any such actions are initiated by a third party, such action(s) is(are) not dismissed within sixty (60) days); or,
- v. in the case of Purchaser as the Defaulting Party only, Purchaser (A) loses its rights to occupy and enjoy the Premises, unless (I) the Parties agree upon a relocation under Section 8 above, or (II) Purchaser pays the Termination Payment determined under Section 6 of Exhibit 1 within thirty (30) days after written request by Seller; or (B) prevents Seller from performing any material obligation under this Agreement unless such action by Purchaser is (I) is permitted under this Agreement, or (II) is cured within ten (10) days after written notice thereof from Seller.

b. Remedies.

- i. **Suspension.** Upon the occurrence and during the continuation of a Default Event by Purchaser, including a Payment Default, Seller may suspend performance of its obligations under this Agreement until the earlier to occur of the date (a) that Purchaser cures the Default Event in full, or (b) of termination of this Agreement. Seller's rights under this Section 11(b)(i) are in addition to any other remedies available to it under this Agreement, at law or in equity.
- ii. **Termination.** Upon the occurrence and during the continuation of a Default Event, the Non-Defaulting Party may terminate this Agreement, by providing five (5) days prior written notice to the Defaulting Party; provided, that, in the case of a Default Event under Section 11(a)(iv), the Non-Defaulting Party may terminate this Agreement immediately.
- iii. **Damages Upon Termination by Default.** Upon a termination of this Agreement pursuant to Section 11(b)(ii), the Defaulting Party shall pay a termination payment to the Non-Defaulting Party determined as follows (the "Termination Payment"):
 - (1) **Termination by Seller.** If Seller terminates this Agreement for a Default Event by Purchaser, the Termination Payment payable to Seller shall be equal to the sum of (i) the applicable amount set forth in the Termination Payment Schedule set forth as Item 6 of **Exhibit 1**, and (ii) any other amounts previously accrued under this Agreement and then owned by Purchaser to Seller. In such event, Seller is permitted to do any or all of the following: (i) place a lien on the Premises, (ii) sell the output of the System to a third party, (iii) engage a third-party collections agency that may report Purchaser's delinquency to credit reporting agencies, (iv) shut off the System, and/or (v) remove the System from the Premises in compliance with Section 9.
 - (2) **Termination by Purchaser.** If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser will be equal to the sum of (i) the present value of the excess, if any, of the reasonably expected cost of electricity from the utility over the Contract Price for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable; (ii) all direct costs reasonably incurred by Purchaser by reason of the termination; and (iii) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment determined under this Section 11(b)(iii)(2) cannot be less than zero.
- iv. **Liquidated Damages.** The Parties agree that, if Seller terminates this Agreement prior to the expiration of the Term pursuant to Section 11(b)(ii), actual damages would be difficult to ascertain, and the Termination Payment determined in accordance with Section 11(b)(iii)(1) is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement and is not a penalty.

- c. **Obligations Following Termination.** If a Party terminates this Agreement pursuant to Section 11(b)(ii), then following such termination, Seller shall remove the equipment constituting the System in compliance with Section 9 above at the sole cost and expense of the Defaulting Party, *provided, however* that Seller shall not be required to remove the System following the occurrence of a Default Event by Purchaser pursuant to Section 11(a)(i), unless Purchaser pre-pays the cost of restoration reasonably estimated by Seller.
- i. **Reservation of Rights.** Except in the case of a termination under Section 11(b)(ii) and payment of a Termination Payment, if any, determined pursuant to Section 11(b)(ii), nothing in this Section 11 limits either Party's right to pursue any remedy under this Agreement, at law or in equity, including with respect to the pursuit of an action for damages by reason of a breach or Default Event under this Agreement.
 - ii. **Mitigation Obligation.** Regardless of whether this Agreement is terminated for a Default Event, the Non-Defaulting Party must make commercially reasonable efforts to mitigate its damages as the result of such Default Event; provided that such obligation shall not reduce Purchaser's obligation to pay the full Termination Payment set forth in Section 6 of Exhibit 1 following a Default Event by Purchaser.
 - iii. **No Limitation on Payments.** Nothing in this Section 11 excuses a Party's obligation to make any payment when due under this Agreement, including with respect to payments for electricity that would have been delivered to Purchaser but for a Purchaser breach or Default Event.

12. **Representations and Warranties.**

- a. **General Representations and Warranties.** Each Party represents and warrants to the other the following:
 - i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and will not violate any law; and this Agreement is the valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
 - ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.
- b. **Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller the following:
 - i. **Licenses.** (a) Purchaser has title to or a leasehold or other valid property interest in the Premises such that Purchaser has the full right, power and authority to grant the Licenses in Section 7(a), (b) such grant of the Licenses does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Premises and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Premises, and (c) if Purchaser does not own the Premises or any Improvement on which the System is to be installed, Purchaser has obtained all required consents from the owner of the Premises and/or Improvements, as the case may be, to grant the Licenses to Seller so that Seller may perform its obligations under this Agreement.
 - ii. **Other Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser is bound.
 - iii. **Accuracy of Information.** All information provided by Purchaser to Seller, as it pertains to (a) the Premises, (b) the Improvements on which the System is to be installed, if applicable, (c) Purchaser's planned use of the Premises and any applicable Improvements, and (d) Purchaser's estimated electricity requirements, is accurate in all material respects.

- iv. **Purchaser Status.** Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
 - v. **Limit on Use.** No portion of the electricity generated by the System shall be used to heat a swimming pool.
- c. **Seller's Warranties.**
- i. If Seller penetrates the roof of any Improvement on which the System is installed, during System installation or any System repair, Seller shall warrant roof damage it causes as a direct result of these roof penetrations. This roof warranty shall terminate upon the later of (a) one (1) year following the completion of the System installation or repair, as the case may be, and (b) the length of any then-effective installer warranty on the applicable roof.
 - ii. If Seller damages any other part of the Premises or any Improvement (including roof damages not covered under Section 12(c)(i) above), Seller shall repair or reimburse Purchaser for such damage, as agreed by the Parties.
- d. **NO OTHER WARRANTY.** THE WARRANTIES SET FORTH IN SECTIONS 12(a) AND 12(c) OF THIS AGREEMENT ARE PURCHASER'S SOLE AND EXCLUSIVE BASIS FOR ANY CLAIM OR LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS SECTION 12, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. OTHER THAN AS EXPRESSLY SET FORTH IN SECTIONS 12(a) AND 12(c), NO WARRANTY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, APPLIES UNDER THIS AGREEMENT. IF A PERFORMANCE GUARANTY IS BEING PROVIDED PURSUANT TO SECTION 4(d) OF EXHIBIT 1, THE PERFORMANCE GUARANTY WILL REPRESENT A SEPARATE CONTRACT BETWEEN PURCHASER AND THE ISSUER OF THE PERFORMANCE GUARANTY. IF THE ISSUER OF THE PERFORMANCE GUARANTY (OR ANY SUBSEQUENT ASSIGNEE) AND THE SELLER ARE NOT THE SAME PERSON, NO RIGHTS PROVIDED TO PURCHASER BY THE PERFORMANCE GUARANTY MAY BE ASSERTED UNDER THIS AGREEMENT, AND NO CLAIM UNDER THE PERFORMANCE GUARANTY WILL AFFECT PURCHASER'S OBLIGATIONS UNDER THIS AGREEMENT.

13. **Insurance.**

- a. **Insurance Coverage.** At all times during the Term, the Parties shall maintain the following insurance, as applicable:
 - i. **Seller's Insurance.** Seller shall maintain or ensure the following, at a minimum, is maintained (a) "all risk" property insurance on the System for the replacement cost thereof, (b) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (c) employer's liability insurance with coverage of at least \$1,000,000, (iv) workers' compensation insurance as required by law, and (v) business interruption coverage for twelve (12) months of gross revenues (business interruption coverage may be included as part of the commercial general liability or umbrella policy). Seller's coverage may be provided as part of an enterprise insurance program.
 - ii. **Purchaser's Insurance.** Purchaser shall maintain commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b. **Policy Provisions.** Each Party's insurance policies shall (i) contain a provision whereby the insurer agrees to give the other Party at least thirty (30) days (ten (10) days for non-payment of premiums) written notice before the insurance is cancelled, or terminated, (ii) be written on an occurrence basis, (iii) be maintained with companies either rated no less than "A" as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide.
- c. **Certificates.** Upon the other Party's request, each Party shall deliver to the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.

- d. **Deductibles.** Each Party shall pay its own insurance deductibles, except in the case of claims (i) resulting from a breach of this Agreement, in which case the breaching Party is responsible for payment of the non-breaching Party's deductible for any responding insurance, and (ii) covered by an indemnity set forth in this Agreement.

14. **Ownership; Option to Purchase.**

a. **Ownership of System.**

- i. **Ownership; Personal Property.** Throughout the Term, Seller shall be the legal and beneficial owner of the System, and all RECs and Incentives, and the System will remain the personal property of Seller and will not attach to or be deemed a part of, or fixture to, the Premises or any Improvement on which the System is installed. Each of the Seller and Purchaser agree that the Seller is the tax owner of the System and all tax filings and reports shall be filed in a manner consistent with this Agreement. The System will at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.
- ii. **Notice to Purchaser Lienholders.** Purchaser shall use commercially reasonable efforts to place all parties having a Lien on the Premises or any Improvement on which the System is installed on notice of the ownership of the System and the legal status or classification of the System as personal property. If any mortgage or fixture filing against the Premises could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide a disclaimer or release from such lienholder.
- iii. **Fixture Disclaimer.** If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Premises are located. If Purchaser is not the fee owner, Purchaser shall obtain such consent from such owner. For the avoidance of doubt, in either circumstance Seller has the right to file such disclaimer.
- iv. **SNDA.** Upon request, Purchaser shall deliver to Seller a subordination and non-disturbance agreement in a form mutually acceptable to Seller and the provider of the subordination and non-disturbance agreement from the owner of the Premises (if the Premises are leased by Purchaser), any mortgagee with a Lien on the Premises, and other Persons holding a similar interest in the Premises.
- v. **Eviction Notice.** To the extent that Purchaser does not own the Premises or any Improvement on which the System is installed, Purchaser shall provide to Seller immediate written notice of receipt of notice of eviction from the Premises or applicable Improvement or termination of Purchaser's lease of the Premises and/or Improvement.

b. **Option to Purchase.**

- i. **Exercise of Option.** At the end of the sixth (6th) and tenth (10th) Contract Years and at the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price equal to the greater of the Fair Market Value of the System or the Termination Payment set forth in Section 6 of Exhibit 1 applicable as of the date of the transfer of title to the System. Purchaser shall notify Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be completed prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable.
- ii. **Fair Market Value.** The "Fair Market Value" of the System shall be determined by mutual agreement of the Parties; provided, however, if the Parties cannot agree to a Fair Market Value within thirty (30) days after Purchaser has delivered to Seller a notice of its intent to purchase the System, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System on an installed basis and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser will be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally.

- iii. **Title Transfer; Warranties; Manuals.** Seller shall transfer good title to the System to Purchaser upon Seller's receipt of the purchase price and execution by the Parties of a written instrument or agreement to effect such transfer. The System will be sold "as is, where is, with all faults". Seller will assign to Purchaser any manufacturer's warranties that are in effect as of the date of purchase and which are then assignable pursuant to their terms, but Seller otherwise disclaims all warranties of any kind, express or implied, concerning the System (other than as to title). Seller shall also provide Purchaser all System operation and maintenance manuals and logs in Seller's possession and provide Purchaser basic training on the operation and maintenance of the System upon Purchaser's reasonable request. Upon purchase of the System, Purchaser shall assume complete responsibility for the operation and maintenance of the System and liability for the performance of (and risk of loss for) the System, and, except for any Seller obligations that survive termination under Section 19(d), Seller will have no further liabilities or obligations hereunder for the System.

15. Indemnification and Limitations of Liability.

- a. **General.** Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party, its affiliates and the other Party's and its affiliates' respective directors, officers, shareholders, partners, members, agents and employees (collectively, the "**Indemnified Parties**"), from and against any loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from (1) any Claim (as defined in Section 15(b) relating to the Indemnifying Party's breach of any representation or warranty set forth in Section 12 and (2) injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein will require the Indemnifying Party to indemnify the Indemnified Parties for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, an Indemnified Party. This Section 15(a) does not apply to Liabilities arising out of or relating to any form of Hazardous Substances or other environmental contamination, such matters being addressed exclusively by Section 15(c).
- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party may settle any Claim covered by this Section 15(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party has no liability under this Section 15(b) for any Claim for which such notice is not provided if the failure to give notice prejudices the Indemnifying Party.
- c. **Environmental Indemnification.**
 - i. **Seller Indemnity.** Seller shall indemnify, defend and hold harmless all of Purchaser's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 15(c)(iv)) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors, agents or employees.
 - ii. **Purchaser Indemnity.** Purchaser shall indemnify, defend and hold harmless all of Seller's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its contractors, agents or employees.
 - iii. **Notice.** Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance. "**Hazardous Substance**" means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution,"

“pollutants,” “regulated substances,” or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.

d. Limitations on Liability.

- i. **No Consequential Damages.** Except with respect to indemnification of third-party claims pursuant to Section 16, neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers will be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature (including, without limitation, lost revenues, lost profits, lost business opportunity or any business interruption) arising out of their performance or non-performance hereunder even if advised of such. Notwithstanding the previous sentence, the Termination Payment set forth in Section 6 of Exhibit 1 shall be deemed to be direct, and not indirect or consequential damages for purpose of this Section 15(d)(i)
- ii. **Actual Damages.** Except with respect to indemnification of Claims pursuant to this Section 15, and except as otherwise limited in Section 13(c), Seller’s aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement cannot exceed the total payments made (and, as applicable, projected to be made) by Purchaser under this Agreement. The provisions of this Section 15(d)(ii) will apply whether such liability arises in contract, tort, strict liability or otherwise.

e. **EXCLUSIVE REMEDIES.** TO THE EXTENT THAT THIS AGREEMENT SETS FORTH SPECIFIC REMEDIES FOR ANY CLAIM OR LIABILITY, SUCH REMEDIES ARE THE AFFECTED PARTY’S SOLE AND EXCLUSIVE REMEDIES FOR SUCH CLAIM OR LIABILITY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

f. **Comparative Negligence.** Where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.

16. Change in Law.

- a. **Impacts of Change in Law.** If Seller determines that a Change in Law has occurred or will occur that has or will have a material adverse effect on Seller’s rights, entitlement, obligations or costs under this Agreement, then Seller may so notify the Purchaser in writing of such Change in Law. Within thirty (30) days following receipt by the Purchaser of such notice, the Parties shall meet and attempt in good faith to negotiate such amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Seller may terminate this Agreement and remove the System and restore the Premises in accordance with Section 9 without either Party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination.
- b. **Illegality or Impossibility.** If a Change in Law renders this Agreement, or Seller’s performance of this Agreement, either illegal or impossible, then Seller may terminate this Agreement immediately upon notice to Purchaser without either Party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination.
- c. **“Change in Law”** means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation, (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority.

17. Assignment and Financing.

- a. **Assignment.**

- i. **Restrictions on Assignment.** Subject to the remainder of this Section 17(a), this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Purchaser may not withhold its consent to an assignment proposed by Seller where the proposed assignee has the financial capability and experience necessary to operate and maintain solar photovoltaic systems such as the System.
 - ii. **Permitted Assignments.** Notwithstanding Section 17(a)(i):
 1. Seller may, without the prior written consent of Purchaser, assign, mortgage, pledge or otherwise directly or indirectly assign its interests in this Agreement to (A) any Financing Party (as defined in Section 17(b)), (B) any entity through which Seller is obtaining financing from a Financing Party, or (C) any affiliate of Seller or any person succeeding to all or substantially all of the assets of Seller; provided, that, Seller is not released from liability hereunder as a result of any assignment to an affiliate unless the assignee assumes Seller's obligations hereunder by binding written instrument; and
 2. Purchaser may, by providing prior notice to Seller, assign this Agreement:
 - a. to an affiliate of Purchaser or a purchaser of the Premises; provided, that, Purchaser is not released from liability hereunder by reason of the assignment unless the assignee assumes Purchaser's obligations hereunder by binding written instrument on terms satisfactory to Seller, including as to the assignee's creditworthiness; and
 - b. to an assignee that has an Investment Grade credit rating at the time of the assignment. "Investment Grade" means the assignee has a long-term unsecured debt rating from Moody's or S&P of at least Baa3 from Moody's and/or at least BBB- from S&P.
 - iii. **Successors and Permitted Assignees.** This Agreement is binding on and inures to the benefit of successors and permitted assignees. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Seller.
- b. **Financing.** The Parties acknowledge that Seller may obtain debt or equity financing or other credit support from lenders, investors, insurers or other third parties (each a "Financing Party") in connection with the installation, construction, ownership, operation and maintenance of the System. In furtherance of Seller's financing arrangements and in addition to any other rights or entitlements of Seller under this Agreement, Purchaser shall timely execute any consents to assignment (which may include notice, cure, attornment and step-in rights) or estoppels and negotiate any amendments to this Agreement that may be reasonably requested by Seller or the Financing Parties; provided, that such estoppels, consents to assignment or amendments do not alter the fundamental economic terms of this Agreement.
- c. **Termination Requires Consent.** Seller and Purchaser agree that any right of Seller to terminate this Agreement is subject to the prior written consent of any Financing Party.

18. Confidentiality.

- a. **Confidential Information.** To the maximum extent permitted by applicable law, if either Party provides confidential information ("Confidential Information") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information of the other Party, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Seller, financing, of this Agreement. The terms of this Agreement (but not the fact of its execution or existence) are considered Confidential Information of each Party for purposes of this Section 18(a).
- b. **Permitted Disclosures.** Notwithstanding Section 18(a):
 - i. a Party may provide such Confidential Information to its affiliates and to its and its affiliates' respective officers, directors, members, managers, employees, agents, contractors, consultants and Financing Parties

(collectively, "Representatives"), and potential direct or indirect assignees of this Agreement if such potential assignees are first bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information. Each Party is liable for breaches of this provision by any person to whom that Party discloses Confidential Information.

- ii. Confidential Information does not include any information that (a) becomes publicly available other than through breach of this Agreement, (b) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena, (c) is independently developed by the receiving Party, or (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall reasonably cooperate with the other Party's efforts to limit the disclosure to the extent permitted by applicable law.
- c. **Miscellaneous.** All Confidential Information remains the property of the disclosing Party and will be returned to the disclosing Party or destroyed (at the receiving Party's option) after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party acknowledges that the disclosing Party would be irreparably injured by a breach of this Section 18 by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, for breaches of this Section 18. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 18, but will be in addition to all other remedies available at law or in equity. The obligation of confidentiality will survive termination of this Agreement for a period of two (2) years.
- d. **Goodwill and Publicity.** Neither Party may (a) make any press release or public announcement of the specific terms of this Agreement or the use of solar or renewable energy involving this Agreement (except for filings or other statements or releases as may be required by applicable law), or (b) use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party. The Parties shall coordinate and cooperate with each other when making public announcements regarding this Agreement, the System and its use, and each Party may promptly review, comment upon and approve any publicity materials, press releases or other public statements before they are made. Notwithstanding the above, Seller is entitled to place signage on the Premises reflecting its association with the System.

19. **General Provisions**

- a. **Definitions and Interpretation.** Unless otherwise defined or required by the context in which any term appears: (i) the singular includes the plural and vice versa, (ii) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement, (iii) references to any agreement, document or instrument mean such agreement, document or instrument as amended, restated, modified, supplemented or replaced from time to time, and (iv) the words "include," "includes" and "including" mean include, includes and including "without limitation." The captions or headings in this Agreement are strictly for convenience and will not be considered in interpreting this Agreement. As used in this Agreement, "dollar" and the "\$" sign refer to United States dollars.
- b. **Choice of Law; Dispute Resolution.** The law of the state where the System is located governs all matters arising out of this Agreement without giving effect to conflict of laws principles. Any dispute arising from or relating to this Agreement shall be settled by arbitration in [____]. The arbitration shall be administered by the American Arbitration Association in accordance with its arbitration rules, and judgment on any award rendered in such arbitration may be entered in any court of competent jurisdiction. If the Parties agree in writing, a mediator may be consulted prior to arbitration. The prevailing Party in any dispute arising out of this Agreement is entitled to reasonable attorneys' fees and costs.
- c. **Notices.** All notices under this Agreement shall be in writing and delivered by hand, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and will be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices must be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either Party may specify in writing.

- d. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement, including, without limitation provisions related to billing and payment and indemnification, will survive termination of this Agreement.
- e. **Further Assurances.** Each Party shall provide such information, execute and deliver any instruments and documents and to take such other actions as may be reasonably requested by the other Party to give full effect to this Agreement and to carry out the intent of this Agreement.
- f. **Waivers.** No provision or right or entitlement under this Agreement may be waived or varied except in writing signed by the Party to be bound. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly provided.
- g. **Non-Dedication of Facilities.** Nothing in this Agreement may be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party may knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party may assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this Agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use commercially reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller may terminate this Agreement without further liability under this Agreement except with respect to liabilities accrued prior to the date of termination and remove the System in accordance with Section 9 of this Agreement.
- h. **Service Contract.** The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser shall not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- i. **No Partnership.** No provision of this Agreement may be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither may be considered the agent of the other.
- j. **Entire Agreement, Modification, Invalidity, Captions.** This Agreement constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such provision shall not be read to render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be rectified or interpreted so as to best accomplish its objectives within the limits of applicable law.
- k. **Forward Contract.** The transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.
- l. **No Third-Party Beneficiaries.** Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto, and the Financing Parties to the extent provided herein or in any other agreement between a Financing Party and Seller or Purchaser, and do not imply or create any rights on the part of, or obligations to, any other Person.
- m. **Counterparts.** This Agreement may be executed in any number of separate counterparts and each counterpart will be considered an original and together comprise the same Agreement.

End of Exhibit 3

Exhibit 4
Performance Guaranty
(if selected on Exhibit 1)

In consideration for Purchaser's entering into the Solar Power Purchase Agreement between [] ("Seller") and Purchaser related to the System at the Premises (the "PPA"), this Performance Guaranty (this "Guaranty") is entered into by the parties listed below (each a "Party" and collectively the "Parties") as of the date signed by Guarantor below (the "Effective Date").

Purchaser:		Guarantor:	
Name and Address		Name and Address	Guarantor Name [] Street Name City, State 00000-0000 Attention: Seller Contact
Phone		Phone	
E-mail		E-mail	
Project Name			

This Guaranty sets forth the terms and conditions of a guaranty provided by Guarantor in conjunction with the PPA. Capitalized terms not otherwise defined herein have the meanings given such terms in the PPA. The term of this Guaranty will be concurrent with the term of the PPA; except that it will not exceed the Initial Term. This Guaranty will be updated by Guarantor to reflect the as-built specifications of the System.

1. **Guaranty.** Guarantor guarantees that during the term of the PPA the System will generate not less than [] (%) of the projected generation of the System as set forth in Table 1.A below; provided that the Table 1.A values are subject to downward adjustment for weather conditions (such adjusted figure, the "Guaranteed kWh").

A. Guarantor will use local weather data to determine the System's Guaranteed kWh, based on the following methods if available and in descending order of preference: (i) satellite data provided by a third-party vendor of Seller; or (ii) available data from a locally installed weather station at the Premises owned and properly maintained by Purchaser.

Table 1.A, projected production values assuming average weather conditions:

Contract Year	Pre-Adjustment Annual KWh (% of projected generation)
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Year 11	
Year 12	
Year 13	
Year 14	
Year 15	
Year 16	
Year 17	

Year 18	
Year 19	
Year 20	

B. If at the end of each successive Contract Year the AC electricity produced by the System as measured and recorded by Seller (the "Actual kWh") is *less* than the Guaranteed kWh for that Contract Year, then Guarantor shall pay Purchaser an amount equal to (i) the difference between the Guaranteed kWh and the Actual kWh, multiplied by (ii) the Performance Guarantee Payment Rate (as defined in Section 1(E)), in each case with respect to the affected Contract Year.

C. If a payment of greater than fifty dollars (\$50) is due under Section 1(B), (i) Guarantor will deliver a statement to Purchaser detailing the Guaranteed kWh and the calculation of the payment due; and (ii) the payment shall be due within ninety (90) days after the end of the Contract Year. If no payment is due, then no statement or payment will be issued.

D. [LEASE ONLY: If at the end of a Contract Year the Actual kWh is *greater* than the Guaranteed kWh, this surplus will be carried over and will be used to offset any deficits that may occur in any subsequent Contract Years.]

E. "Performance Guarantee Payment Rate" means the dollar value per kWh set forth in Table 1.E below:

Contract Year	Performance Guarantee Payment Rate
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Year 11	
Year 12	
Year 13	
Year 14	
Year 15	
Year 16	
Year 17	
Year 18	
Year 19	
Year 20	

2. **Exclusions.** The Guaranty set forth in Section 1 does not apply to the extent of any reduced generation from the System due to the following (including the downtime required for repair, replacement or correction):

A. a Force Majeure Event, which includes (i) destruction or damage to the System or its ability to safely produce electricity not caused by Seller or its approved service providers while servicing the System (e.g., vandalism); (ii) a power or voltage surge caused by someone other than Seller, including a grid supply voltage outside of the standard range specified by the utility; and (iii) theft of the System; and (iv) curtailment or reduction of energy production required by the utility or grid operator.

B. Purchaser's failure to perform, or breach of, Purchaser's obligations under the PPA.

3. **Liquidated Damages; Waiver of Cost Savings.** The Parties agree that the payment described in Section 1(B) is a reasonable approximation of the damages suffered by Purchaser as a result of underperformance of the System, is bargained-for by the Parties, and shall be the Purchaser's sole and exclusive remedy hereunder for underperformance of the System. Purchaser hereby disclaims, and any beneficiary of this Guaranty hereby waives, any warranty with respect to any cost savings from using the System.

4. **Incorporation of PPA Provisions.** Section 5(d) (*Force Majeure*), Section 17 (*Assignment and Financing*) and Section 19 (*General Provisions*) of **Exhibit 3** of the PPA and any Sections referenced therein are incorporated into this Guaranty as if any reference therein to "Agreement" were to this Guaranty and any reference to "Parties" were to the Parties to this Guaranty.

Guarantor [Guarantor Name]

Purchaser [Purchaser Name]

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RFP: Town of Philipstown Town Recreation Center

107 Glenclyffe Dr. Garrison, NY 10524

Responder: SunPower by New York State Solar Farm

1938 Rt. 44/55 Modena, NY 12548

info@nyssf.com

845-255-0610

BuySolarLocal.com

Buy* *larLocal.com

SUNPOWER® | by New York State Solar Farm

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Attached Appendixes:

TownOfPhillipstown_CashPurchase.PDF
TownOfPhillipstown_PPA.PDF
TownOfPhillipstown_SunPowerWarranty.PDF

Description of the Proposed Solar Energy System & the Manner in which it will be Installed on the Town Recreation Center Roof

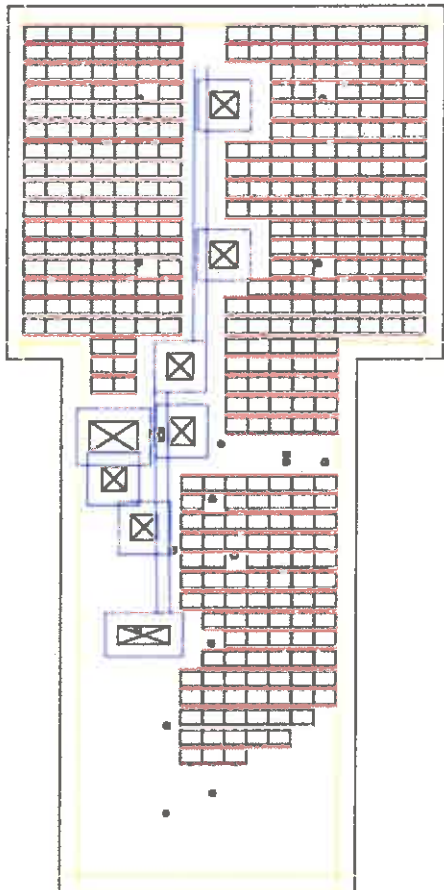
SunPower by New York State Solar Farm proposes the installation of a 118.8 kW solar system on the roof of the Town Recreation Center. The system will consist of 360 E-Series: E20-330-COM 330 watt SunPower panels, and SMA core inverters.

The system will be a ballasted, non-penetrating roof mount system, installed at a ten degree tilt, using SunPower's Helix racking system.

This system was designed based on your 2019 kWh usage numbers from Central Hudson. We feel these numbers serve as a better representation of actual normal usage than 2020 usage numbers, given the Covid-19 pandemic, and its effect on building use last year. Total 2019 usage was 135,000 kWh, and this system is projected to produce 135,977 kWh in its first year.

The design is also based on no tree removal. If trees are removed in the future, system production will increase.

Image to the left below shows proposed system design. Image to the right shows irradiance map.



Financing Options:

Cash Purchase Agreement

This option will provide the town with the greatest long term savings, should the town have funds available to make a large upfront purchase of the system.

The system cost is \$265,500 (\$2.23/watt), with a NYSERDA Grant of \$41,580, and a true out-of-pocket cost of \$223,920.

Once the system is operational, the only electric costs thereafter, so long as usage remains consistent, will be that of the \$20/month Basic Service Charge to the utility, required for having a meter.

See attachment [TownOfPhillipstown_CashPurchase.PDF](#) for full details.

Lease to Own Agreement

This option provides the town with a way to own the system after a period of 7 years, with no money down.

This is a 7-year lease-to-own option, requiring monthly payments of \$3,254 per month.

Though you may be paying more for the 7 years during the lease term, once you own the system, you will have no utility bill besides the Basic Service Charge of \$20.00/month, so long as usage remains consistent.

Solar Project

25-Year Cash Flows for 84-Month Capital Lease

*Assumes all applicable upfront taxes and fees are financed as this is the default process

Payments	
Lease Amount	\$226,459
Initial Lease Costs	\$2,539
Total Monthly Payments	\$273,354
Purchase	\$0
Total	\$275,894

Key Financial Metrics (Before-Tax)(Inc ITC & Dep.)	
Cumulative Energy Savings	\$716,484
LCOE	\$0.084
NPV (at 5%)	\$151,465

SUNPOWER®

SunPower Specifications	
Final Financed Amount (\$)	\$226,459
System Size (kWdc)	118.80
Year 1 PV Production (kWh)	135,500
Panel Type	E
Degradation Rate (%)	0.25%
Yield (kWh/kWp)	1,141

Utility Savings Assumptions	
Avoided Cost (\$/kWh)	\$0.1500
Utility Escalation Rate (%)	3.0%

Lease Pricing	
Monthly Lease (\$)	\$3,254
Lease Interest Rate	5.50%
Lease Term (Years)	7
End of Term Purchase Price	\$0
Initial Lease Cost (\$)	\$2,539

Tax Assumptions	
State Tax Rate	0.00%
Federal Tax Rate	0%
Federal ITC Rate	5%
Discount Rate (%)	5%

State Incentives	
RECs	\$0
Rec Escalation/De-escalation	0.0%
REC Term (Years)	15
O&M Cost	\$0
Yearly O&M Cost (\$)	\$0
Yearly O&M Escalator (%)	1.5%

Year	Before-Tax					PAYMENTS			After-Tax INCENTIVES		AFTER-TAX CASH	
	Electric (kWh) Production	Energy Savings	Incentive Income	O&M Expense	Net Savings	Annual Lease Payment (\$)	Net Savings After Payments	Federal ITC	Bonus Depreciation	Net Savings (\$)	Cumulative Savings	
1	135,500	\$20,325	\$0	\$0	\$20,325	(\$39,051)	(\$18,726)	\$0	\$0	(\$18,726)	(\$18,726)	
2	135,161	\$20,882	\$0	\$0	\$20,882	(\$39,051)	(\$18,168)			(\$18,168)	(\$36,894)	
3	134,823	\$21,455	\$0	\$0	\$21,455	(\$39,051)	(\$17,596)			(\$17,596)	(\$54,489)	
4	134,486	\$22,044	\$0	\$0	\$22,044	(\$39,051)	(\$17,007)			(\$17,007)	(\$71,496)	
5	134,150	\$22,648	\$0	\$0	\$22,648	(\$39,051)	(\$16,403)			(\$16,403)	(\$87,899)	
6	133,815	\$23,269	\$0	\$0	\$23,269	(\$39,051)	(\$15,781)			(\$15,781)	(\$103,680)	
7	133,480	\$23,907	\$0	\$0	\$23,907	(\$39,051)	(\$15,143)			(\$15,143)	(\$118,824)	
8	133,146	\$24,563	\$0	\$0	\$24,563	\$0	\$24,563			\$24,563	(\$94,261)	
9	132,814	\$25,237	\$0	\$0	\$25,237	\$0	\$25,237			\$25,237	(\$69,024)	
10	132,482	\$25,929	\$0	\$0	\$25,929	\$0	\$25,929			\$25,929	(\$43,095)	
11	132,150	\$26,640	\$0	\$0	\$26,640	\$0	\$26,640			\$26,640	(\$16,455)	
12	131,820	\$27,370	\$0	\$0	\$27,370	\$0	\$27,370			\$27,370	\$10,915	
13	131,490	\$28,121	\$0	\$0	\$28,121	\$0	\$28,121			\$28,121	\$39,036	
14	131,162	\$28,892	\$0	\$0	\$28,892	\$0	\$28,892			\$28,892	\$67,928	
15	130,834	\$29,685	\$0	\$0	\$29,685	\$0	\$29,685			\$29,685	\$97,613	
16	130,507	\$30,499	\$0	\$0	\$30,499	\$0	\$30,499			\$30,499	\$128,112	
17	130,180	\$31,335	\$0	\$0	\$31,335	\$0	\$31,335			\$31,335	\$159,447	
18	129,855	\$32,195	\$0	\$0	\$32,195	\$0	\$32,195			\$32,195	\$191,642	
19	129,530	\$33,078	\$0	\$0	\$33,078	\$0	\$33,078			\$33,078	\$224,719	
20	129,207	\$33,985	\$0	\$0	\$33,985	\$0	\$33,985			\$33,985	\$258,704	
21	128,884	\$34,917	\$0	\$0	\$34,917	\$0	\$34,917			\$34,917	\$293,621	
22	128,561	\$35,874	\$0	\$0	\$35,874	\$0	\$35,874			\$35,874	\$329,495	
23	128,240	\$36,858	\$0	\$0	\$36,858	\$0	\$36,858			\$36,858	\$366,353	
24	127,919	\$37,869	\$0	\$0	\$37,869	\$0	\$37,869			\$37,869	\$404,222	
25	127,600	\$38,908	\$0	\$0	\$38,908	\$0	\$38,908			\$38,908	\$443,129	
Total	3,287,796	\$716,484	\$0	\$0	\$716,484	(\$273,354)	\$443,129	\$0	\$0	\$443,129	\$443,129	

Solar Power Purchase Agreement

This option provides the town with the ability to lock in their utility rate from day one, and start saving on monthly utility costs sooner than the other two options under a Power Purchase Agreement made with SunPower.

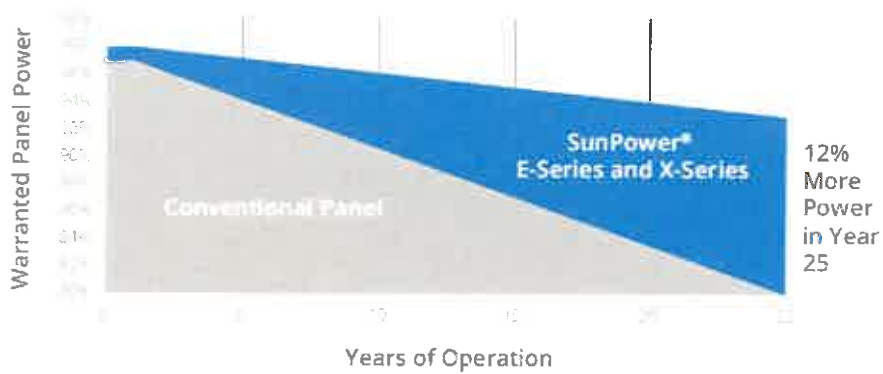
See attachment TownOfPhillipstown_PPA.PDF for full details.

Warranties



Best Reliability, Best Warranty

With more than 25 million panels deployed around the world, SunPower technology is proven to last. That's why we stand behind our panel with the industry's best 25-year Combined Power and Product Warranty, including the **highest** Power Warranty in solar.



SunPower® Complete Confidence Panel Warranty

Product

Panel

25 Years

Power



Year 0

98%

Yearly decline

0.25%

Year 25

92%

Service

Shipping – old panel

Yes

Shipping – new panel

Yes

Installation – new panel

Yes

See attachment [TownOfPhillipstown_SunPowerWarranty.PDF](#) for full details.

Statement of Contract Pricing

All pricing details are included in the corresponding finance option pages above and attached appendixes.

Vendor's Background & Experience in Solar Power

SunPower by New York State Solar Farm (NYSSF) was founded in 2008, with a vision of helping our friends and neighbors across New York State to produce a positive impact on the environment, while significantly reducing their energy costs. We had a vision of covering the Hudson Valley with solar power, and we see this vision come to life every day, having helped over 2,000 families, businesses, and nonprofits escape from rising utility costs, while providing them with self-harvested green energy, tax benefits, and savings from day one. NYSSF has installed over 8 Megawatts of Solar power in NY and CT, achieving impressive company growth year over year.

NYSSF brings together the benefits of the most powerful, efficient and aesthetic solar panels on the planet, with the longest and most inclusive warranty available in the industry - power, parts, and labor for 25 years. NYSSF is a local, family owned company, serving as the primary Hudson Valley Solar installer, and as of October of 2015, one of only 38 SunPower Master Dealers in the nation. Hand selected out of SunPower's network of over 500 dealers nationwide, Master Dealers demonstrate the best of the best in terms of quality and aesthetic installations, customer service reputation, and breadth and longevity of operations.

SunPower is a leading global solar panel manufacturer, and the only module manufacturer that has been in business longer than it's warranty period (since 1985). The panel's SunPower manufactures are the most efficient and powerful in the world, and are a completely different technology than the rest, possessing over 750 patents.

SunPower by New York State Solar Farm is also one of only nine solar installers in the entire state to have been granted Gold Status by the New York State Energy Research & Development Authority (NYSERDA) in 2021. A designation granted by the state only to those who consistently demonstrate top of the line workmanship, installation and customer service.

We are also a Tesla Powerwall Certified Installer, helping to keep your lights on when the utility doesn't.

But of all of this, the thing that NYSSF is most proud of is having attracted one of the most talented and dedicated solar teams in the industry, a team we call our solar family, and remaining true to our roots of being locally focused, family owned and operated, and committed to our core goals since our founding.

List of Representative Purchasers of Solar Energy Systems in New York State

Hudson River Maritime Museum - 40.565 kW



Link to YouTube Video:

<https://www.youtube.com/watch?v=NOV-khrkKI8>

New Paltz Reformed Church - 42.510 kW



Link to YouTube Video:

<https://www.youtube.com/watch?v=9ps5H8cTYi0&t=1s>

Karl Family Farms - 62.280 kW



Link to YouTube Video:

<https://www.youtube.com/watch?v=dgPqDROuVPM>

Putnam Lake Fire Department - 41.720 kW



Grease Monkey & Uncle B's Car Wash - 94.365 kW



First Presbyterian Church of Monroe - 30.240 kW



YouTube Video:

<https://www.youtube.com/watch?v=W2MdzkzBfNA>

Mobil Station of Gardiner - 12.75 kW



Equal Opportunity Employer & Sexual Harassment Prevention Policies

SunPower by New York State Solar Farm is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

SunPower by New York State Solar Farm conforms to the Town of Philipstown's Policy on Prevention of Sexual Harassment.

Thank you for your time and consideration of our proposal. We look forward to working with you!

BuySolarLocal.com

SUNPOWER® | by New York State Solar Farm



NYSERDA
Quality Solar Installer
Gold Status - 2021



#BuySolarLocal

SUNPOWER®

by New York State Solar Farm

Prepared For
Bob Flaherty
(914) 318-8076
rwf361@optonline.net

Philipstown Recreation

Prepared By
Anthony Sicari
(845) 597-6631
anthony@nyssf.com

2/22/2021



The Energy Toolbase provides comprehensive cost analysis for commercial, municipal, and residential renewable energy projects. We provide the tools that professionals need to compete in the fast paced renewable energy market by leveraging our first hand experience developing energy projects. Our software developers are NABCEP certified energy professionals and have completed energy analysis for companies including the Mirage Casino Resorts, Boston Scientific, Leviton, Balfour Beatty Construction, and many others.



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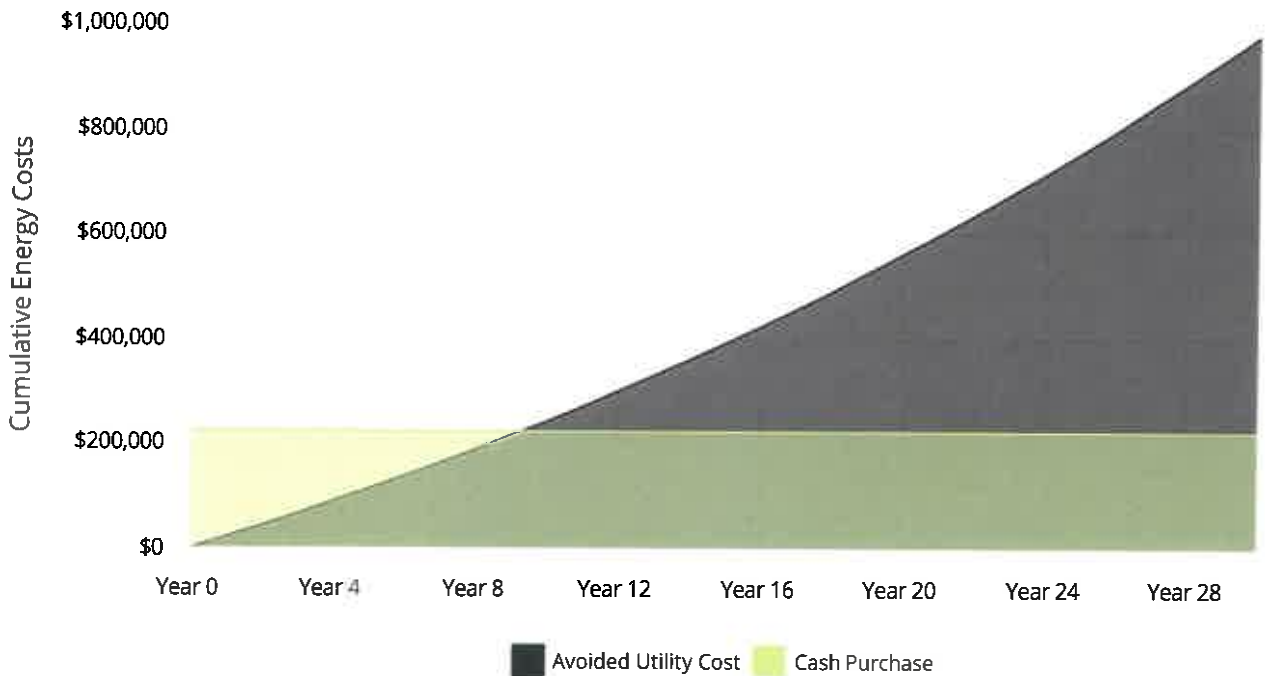
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4.1 Cash Purchase	9

1 Project Summary

Payment Options	Cash Purchase
Upfront Payment	\$265,500
Total Payments	\$265,500
Rebates and Incentives	\$41,580
Net Payments	\$223,920
30-Year Electric Bill Savings	\$980,219
30-Year IRR	11.52%
30-Year LCOE PV	\$0.057
30-Year NPV	\$231,957
Payback Period	9.3 Years

Combined Solar PV Rating
 Power Rating: 118,800 W-DC
 Power Rating: 103,482 W-AC-CEC

Cumulative Energy Costs By Payment Option



2.1.1 PV System Details

General Information

Facility: Facility #1
 Address: 107 Glenclyffe Garrison NY 10524

Solar PV System Rating

Power Rating: 118,800 W-DC
 Power Rating: 103,482 W-AC-CEC

Solar PV Equipment Description

Solar Panels: 118.8kW-DC Standard Modules
 Inverters: Standard Inverter

Energy Consumption Mix

Annual Energy Use: 135,000 kWh

Solar PV Equipment Typical Lifespan

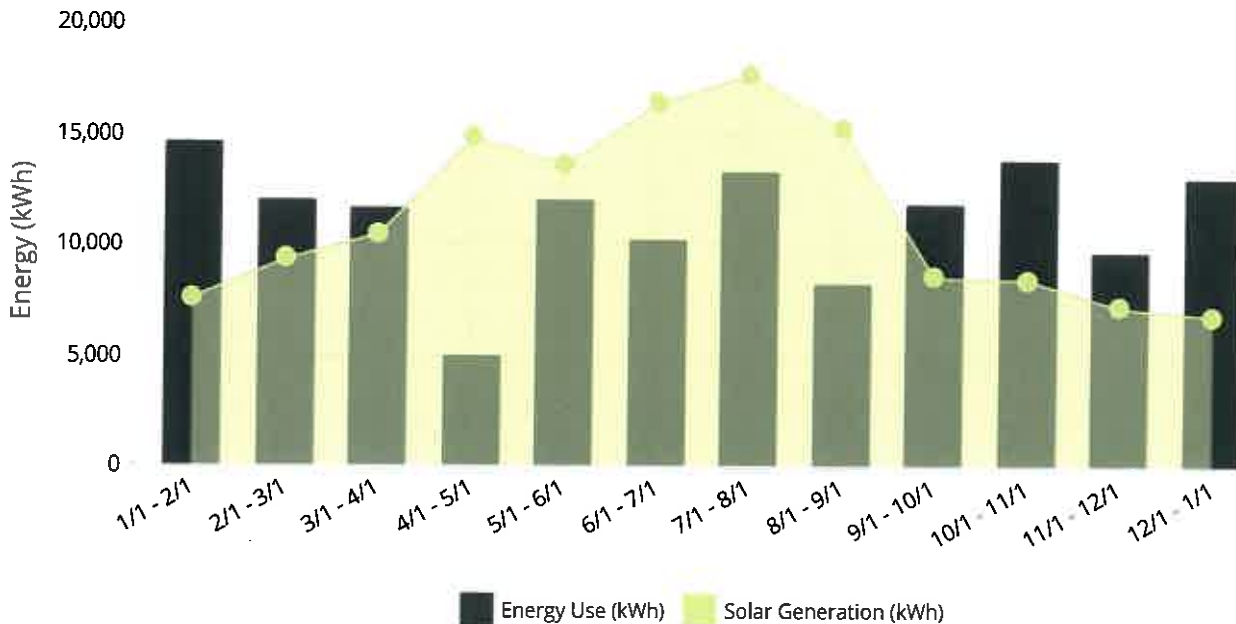
Solar Panels: Greater than 30 Years
 Inverters: 15 Years

Solar PV System Cost And Incentives

Solar PV System Cost	\$265,500
NYSERDA Grant - Commercial \$0.35/watt	-\$41,580
Net Solar PV System Cost:	\$223,920



Monthly Energy Use vs Solar Generation



2.1.2 Rebates and Incentives

This section summarizes all incentives available for this project. The actual rebate and incentive amounts for this project are shown in each example.

NYSERDA Grant - Commercial \$0.35/watt

The New York State Energy Research and Development Authority (NYSERDA) provides an incentive for the installation of approved, grid-connected photovoltaic (PV) systems. NYSERDA has established separate MW Block budgets for different regions of the state, which are scheduled to step down over time as certain targets are met.

Total Incentive Value: \$41,580

2.1.3 Utility Rates

The table below shows the rates associated with your current utility rate schedule (SC 1). Your estimated electric bills after solar are shown on the following page.

Fixed Charges		Energy Charges	
Type	SC 1	Type	SC 1
S1 Monthly	\$19.50	S1 Flat Rate	\$0.15890

2.1.4 Current Electric Bill

The table below shows your annual electricity costs based on the most current utility rates and your previous 12 months of electrical usage.

Rate Schedule: CHG&E - SC 1

Time Periods	Energy Use (kWh)	Charges		
		Other	Energy	Total
Bill Ranges & Seasons	Total			
1/1/2021 - 2/1/2021 S1	14,600	\$20	\$2,320	\$2,339
2/1/2020 - 3/1/2020 S1	12,000	\$20	\$1,907	\$1,926
3/1/2020 - 4/1/2020 S1	11,600	\$20	\$1,843	\$1,863
4/1/2020 - 5/1/2020 S1	5,000	\$20	\$795	\$814
5/1/2020 - 6/1/2020 S1	12,000	\$20	\$1,907	\$1,926
6/1/2020 - 7/1/2020 S1	10,200	\$20	\$1,621	\$1,640
7/1/2020 - 8/1/2020 S1	13,200	\$20	\$2,097	\$2,117
8/1/2020 - 9/1/2020 S1	8,200	\$20	\$1,303	\$1,322
9/1/2020 - 10/1/2020 S1	11,800	\$20	\$1,875	\$1,895
10/1/2020 - 11/1/2020 S1	13,800	\$20	\$2,193	\$2,212
11/1/2020 - 12/1/2020 S1	9,600	\$20	\$1,525	\$1,545
12/1/2020 - 1/1/2021 S1	13,000	\$20	\$2,066	\$2,085
Totals:	135,000	\$234	\$21,452	\$21,686

2.1.5 New Electric Bill

Rate Schedule: CHG&E - SC 1

Time Periods	Energy Use (kWh)	Charges		
		Other	Energy	Total
Bill Ranges & Seasons	Total			
1/1/2021 - 2/1/2021 S1	7,004	\$20	\$1,113	\$1,132
2/1/2020 - 3/1/2020 S1	2,658	\$20	\$422	\$442
3/1/2020 - 4/1/2020 S1	1,129	\$20	\$179	\$199
4/1/2020 - 5/1/2020 S1	-9,832	\$20	-\$1,562	-\$1,543
5/1/2020 - 6/1/2020 S1	-1,618	\$20	-\$257	-\$238
6/1/2020 - 7/1/2020 S1	-6,171	\$20	-\$981	-\$961
7/1/2020 - 8/1/2020 S1	-4,456	\$20	-\$708	-\$689
8/1/2020 - 9/1/2020 S1	-6,982	\$20	-\$1,109	-\$1,090
9/1/2020 - 10/1/2020 S1	3,274	\$20	\$520	\$540
10/1/2020 - 11/1/2020 S1	5,381	\$20	\$855	\$875
11/1/2020 - 12/1/2020 S1	2,432	\$20	\$386	\$406
12/1/2020 - 1/1/2021 S1	6,204	\$20	\$986	\$1,005
Totals:	-977	\$234	-\$49	\$185

Annual Electricity Savings: \$21,500

3.1 Cash Purchase

Inputs and Key Financial Metrics

Total Project Costs	\$265,500	30-Year ROI	337.8%	Electricity Escalation Rate	3%
30-Year IRR	11.52%	PV Degradation Rate	0.25%	Federal Income Tax Rate	0%
30-Year NPV	\$231,957	Discount Rate	5%	State Income Tax Rate	0%
Payback Period	9.3 Years				

Years	Project Costs	NYSERDA Grant - Commercial \$0.35/watt	Electric Bill Savings	Total Cash Flow	Cumulative Cash Flow
Upfront	-\$265,500	\$41,580		-\$223,920	-\$223,920
1	-		\$21,500	\$21,500	-\$202,420
2			\$22,090	\$22,090	-\$180,330
3			\$22,696	\$22,696	-\$157,634
4			\$23,318	\$23,318	-\$134,316
5			\$23,957	\$23,957	-\$110,359
6			\$24,613	\$24,613	-\$85,746
7			\$25,287	\$25,287	-\$60,459
8			\$25,980	\$25,980	-\$34,479
9			\$26,691	\$26,691	-\$7,787
10			\$27,422	\$27,422	\$19,635
11			\$28,172	\$28,172	\$47,807
12			\$28,943	\$28,943	\$76,750
13			\$29,735	\$29,735	\$106,485
14			\$30,548	\$30,548	\$137,032
15			\$31,383	\$31,383	\$168,415
16			\$32,241	\$32,241	\$200,656
17			\$33,122	\$33,122	\$233,778
18			\$34,026	\$34,026	\$267,804
19			\$34,956	\$34,956	\$302,760
20			\$35,910	\$35,910	\$338,670
21			\$36,890	\$36,890	\$375,561
22			\$37,897	\$37,897	\$413,458
23			\$38,931	\$38,931	\$452,389
24			\$39,993	\$39,993	\$492,382
25			\$41,083	\$41,083	\$533,465
26			\$42,203	\$42,203	\$575,669
27			\$43,354	\$43,354	\$619,022
28			\$44,535	\$44,535	\$663,557
29			\$45,748	\$45,748	\$709,305
30			\$46,994	\$46,994	\$756,299
Totals:	-\$265,500	\$41,580	\$980,219	\$756,299	

4.1 Cash Purchase

Inputs and Key Financial Metrics

	Total Project Costs	\$265,500	Payback Period	9.3 Years	Discount Rate	5%	State Income Tax Rate	0%			
	30-Year IRR	11.52%	30-Year ROI	337.8%	Electricity Escalation Rate	3%					
	30-Year NPV	\$231,957	PV Degradation Rate	0.25%	Federal Income Tax Rate	0%					
Years	Upfront	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Cash											
Project Costs	-\$265,500										
NYSERDA Grant - Commercial \$0.35/watt	\$41,580										
Electric Bill Savings		\$21,500	\$22,090	\$22,696	\$23,318	\$23,957	\$24,613	\$25,287	\$25,980	\$26,691	\$27,422
Cash		\$21,500	\$22,090	\$22,696	\$23,318	\$23,957	\$24,613	\$25,287	\$25,980	\$26,691	\$27,422
Total Cash Flow	-\$223,920	\$21,500	\$22,090	\$22,696	\$23,318	\$23,957	\$24,613	\$25,287	\$25,980	\$26,691	\$27,422
Cumulative Cash Flow	-\$223,920	-\$202,420	-\$180,330	-\$157,634	-\$134,316	-\$110,359	-\$85,746	-\$60,459	-\$34,479	-\$7,787	\$19,635

4.1 Cash Purchase

Inputs and Key Financial Metrics

	Total Project Costs	\$265,500	Payback Period	9.3 Years	Discount Rate	5%	State Income Tax Rate	0%			
	30-Year IRR	11.52%	30-Year ROI	337.8%	Electricity Escalation Rate	3%					
	30-Year NPV	\$231,957	PV Degradation Rate	0.25%	Federal Income Tax Rate	0%					
Years	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21
Cash											
Project Costs											
NYSERDA Grant - Commercial \$0.35/watt											
Electric Bill Savings	\$28,172	\$28,943	\$29,735	\$30,548	\$31,383	\$32,241	\$33,122	\$34,026	\$34,956	\$35,910	\$36,890
Cash	\$28,172	\$28,943	\$29,735	\$30,548	\$31,383	\$32,241	\$33,122	\$34,026	\$34,956	\$35,910	\$36,890
Total Cash Flow	\$28,172	\$28,943	\$29,735	\$30,548	\$31,383	\$32,241	\$33,122	\$34,026	\$34,956	\$35,910	\$36,890
Cumulative Cash Flow	\$47,807	\$76,750	\$106,485	\$137,032	\$168,415	\$200,656	\$233,778	\$267,804	\$302,760	\$338,670	\$375,561

4.1 Cash Purchase

Inputs and Key Financial Metrics

	Total Project Costs	\$265,500	Payback Period	9.3 Years	Discount Rate	5%	State Income Tax Rate	0%		
	30-Year IRR	11.52%	30-Year ROI	337.8%	Electricity Escalation Rate	3%				
	30-Year NPV	\$231,957	PV Degradation Rate	0.25%	Federal Income Tax Rate	0%				
Years	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30	Totals
Cash										
Project Costs										
NYSERDA Grant - Commercial \$0.35/watt										
Electric Bill Savings	\$37,897	\$38,931	\$39,993	\$41,083	\$42,203	\$43,354	\$44,535	\$45,748	\$46,994	-\$265,500
Cash	\$37,897	\$38,931	\$39,993	\$41,083	\$42,203	\$43,354	\$44,535	\$45,748	\$46,994	\$41,580
Total Cash Flow	\$37,897	\$38,931	\$39,993	\$41,083	\$42,203	\$43,354	\$44,535	\$45,748	\$46,994	\$756,299
Cumulative Cash Flow	\$413,458	\$452,389	\$492,382	\$533,465	\$575,669	\$619,022	\$663,557	\$709,305	\$756,299	\$756,299



Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this "Agreement") is entered into by the parties listed below (each a "Party" and collectively the "Parties") as of the date signed by Seller below (the "Effective Date").

Table with 4 columns: Purchaser, Seller, Name, Address, Phone, E-mail, Facility Ownership, Project Name. Contains details for Sunwealth Power, Inc. and Phillipstown Recreation.

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar panel system described in Exhibit 2 (the "System") installed at the Purchaser's Premises for the purpose of delivering electricity to the Purchaser's facility (the "Facility"), in each case as described in Exhibit 2.

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit 1 Pricing Attachment
Exhibit 2 System Description, Delivery Point and Premises
Exhibit 3 General Terms and Conditions
Exhibit 4 Seller Installation and O&M Access Rights and Obligations
Exhibit 5 Purchaser Safety Requirements and Work Rules
Exhibit 6 Purchaser Termination Payment

XXX Sunwealth Power, Inc.
Signature: _____ Signature: _____
Printed Name: _____ Printed Name: Jonathan Abe
Title: _____ Title: CEO
Date: _____ Date: _____

Exhibit 1
Pricing Attachment

1. **Term:** Twenty Five (25) years, beginning on the Commercial Operation Date.
2. **Additional Terms:** Up to one (1) Additional Terms of five (5) years.
3. **Environmental Incentives Capacity Attributes, and Environmental Attributes accrue to Seller**
4. **Net Metering Credits accrue to Purchaser.**
5. **Contract Price:** The Contract Price shall be: \$.13 per kWh

The Contract Price includes ACH payment. If manual payment is required, a \$10 handling charge will be added to each invoice.

6. **Condition Satisfaction Date:** 100 days after the Effective Date
7. **Anticipated Commercial Operation Date:** 150 days after the Effective Date
8. **Outside Commercial Operation Date:** 200 days after the Effective Date

Exhibit 2

System Description, Delivery Point and Premises

1. System Location:

a. XX

2. System Size (DC kW) and (AC kW): 112.86 kW DC, XX kW AC

3. Expected First Year Energy Production (kWh): 129,676 kWh

4. Expected Structure: Type: (Rooftop/Ground-Mount); Orientation (True): XX degrees; Pitch: XX degrees

5. Expected Module:

SunPower E330	XX
---------------	----

6. Expected Inverter(s):

SMA Core Inverter	XX
-------------------	----

7. Includes: Installation of a solar energy system (includes: design, engineering, permitting, installation, monitoring, and paperwork processing for solar energy system), and such services as are expressly set forth in Exhibit 4 (Seller Installation and O&M Access Rights and Obligations).

8. Excludes: Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles), payment and performance bonds, and payment of prevailing wages.

9. Delivery Point and Premises: Prior to the start of construction, Sunwealth Power, Inc. shall attach a schematic that accurately shows the locations on the Premises, each of which is identified on the Map of Premises attached as Attachment 1 to this Exhibit 2):

(i) Facility;

(ii) Array;

(iii) Delivery Point (System Meter); and

(iv) Access points needed to install and service System (bldg access, electrical room, stairs etc.)

Exhibit 2, Attachment 1

Map of Premises

[Note: Sunwealth Power, Inc. to include updated map accurately showing Premises, Facility, Array and Delivery Point based on final layout and prior to acquiring local building and electrical permits and the start of construction]

Exhibit 3
Solar Power Purchase Agreement General Terms and Conditions

1. **Definitions and Interpretation:** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
2. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electric energy generated by the System during the Initial Term and any Additional Term (as defined in **Exhibit 1**, and collectively the “Term”). Electric energy generated by the System will be delivered to Purchaser at the delivery point identified on **Exhibit 2** (the “Delivery Point”). Purchaser shall take title to the electric energy generated by the System at the Delivery Point, and risk of loss will pass from Seller to Purchaser at the Delivery Point. Without limitation of the foregoing, Purchaser may purchase electric energy for the Facility from other sources, including, but not limited to, electricity to meet Purchaser’s electricity needs not provided by the System.
3. **Term and Termination.**
 - a. **Initial Term.** The initial term (“Initial Term”) of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in **Exhibit 1**, unless earlier terminated as provided for in this Agreement. The “Commercial Operation Date” is the date Seller gives Purchaser written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point. Upon Purchaser’s request, Seller will give Purchaser copies of certificates of completion or similar documentation from Seller’s contractor and the interconnection or similar agreement with the Utility. This Agreement is effective as of the Effective Date.
 - b. **Additional Terms.** If Purchaser has not exercised its option to purchase the System by the end of the Initial Term, either Party may give the other Party written notice of its desire to extend this Agreement on the terms and conditions set forth herein for the number and length of additional periods specified in **Exhibit 1** (each an “Additional Term”). Such notice shall be given, if at all, not more than one hundred twenty (120) and not less than sixty (60) days before the last day of the Initial Term or the then current Additional Term, as applicable. The Party receiving the notice requesting an Additional Term shall respond positively or negatively to that request in writing within thirty (30) days after receipt of the request. Failure to respond within such thirty (30) day period shall be deemed a rejection of the offer for an Additional Term. If both Parties agree to an Additional Term, the Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current term on the same terms and conditions as set forth in this Agreement. If the Party receiving the request for an Additional Term rejects or is deemed to reject the first Party’s offer, this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.
4. **Billing and Payment.**
 - a. **Monthly Charges.** Purchaser shall pay Seller monthly for the electric energy generated by the System and delivered to the Delivery Point the price shown in **Exhibit 1** (the “Contract Price”). The monthly payment for such energy will be equal to the applicable Contract Price for energy generated during the applicable month, as measured by the System Meter.
 - b. **Monthly Invoices.** Seller shall invoice Purchaser monthly, either manually or through ACH. Such monthly invoices shall state (i) the amount of electric energy produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser.
 - c. **Payment Terms.** All amounts due under this Agreement shall be due and payable net twenty (20) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the twenty (20) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the Prime Rate (but not to exceed the maximum rate permitted by law).
 - d. **Taxes and Minimum Reliability Charges.** Purchaser shall either pay or reimburse Seller for any and all Taxes assessed on the sale or consumption of electric energy produced by the System and any Minimum Reliability Charges assessed on the generation and delivery of electricity produced by the System and on interconnection of the System to the Utility’s electric distribution grid; provided, however, Purchaser will not be required to pay or

reimburse Seller for property taxes on the System or any Taxes during periods when Seller fails to deliver electric energy to Purchaser due to the action or omission of Seller. For purposes of this Section 4(d), "Taxes" means any federal, state and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Seller's revenues due to the sale of energy under this Agreement, which shall be Seller's responsibility.

5. **Environmental Attributes; Environmental Incentives; Net Metering Credits; Capacity Attributes.**

Unless otherwise specified on Exhibit 1, Seller is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, and Purchaser's purchase of electricity under this Agreement does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the System, all of which shall be retained by Seller. Purchaser shall cooperate with Seller in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. If any Environmental Incentives are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Purchaser, if engaged in commerce and/or trade, shall submit to Seller for approval any written press releases regarding Purchaser's use of solar or renewable energy and shall not submit for publication any such press releases without the written approval of Seller. Approval shall not be unreasonably withheld, and Seller's review and approval shall be made in a timely manner to permit Purchaser's timely publication. Nothing in the forgoing shall be construed as limiting the right of Purchaser's students, faculty, or staff from discussing the System.

As between Seller and Purchaser, Purchaser shall exclusively have the right to receive and designate recipients of any Capacity Attributes and shall be entitled to the benefit of all Capacity Attributes. Seller shall cooperate with Purchaser in obtaining, securing and transferring all Capacity Attributes to Purchaser or its designee, including by executing and delivery such documentation to the Utility and such other Persons as may be required. Seller shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Purchaser. If any Capacity Attribute is received by Seller, Seller shall immediately transfer such Capacity Attribute to Purchaser or its designee. If Seller receives any notice from the Utility informing the Seller that it asserts the right to seek payments for Capacity Attributes or assert title to Capacity Attributes, Seller shall provide Purchaser with such notice.

As between Seller and Purchaser, Purchaser shall exclusively have the right to receive and designate recipients of any Net Metering Credit and shall be entitled to the benefit of all Net Metering Credit. Seller shall cooperate with Purchaser in obtaining, securing and transferring all Net Metering Credit to Purchaser or its designee, including by executing and delivery such documentation to the Utility as may be required. If any Net Metering Credit is received by Seller, Seller shall immediately transfer such Net Metering Credit to Purchaser or its designee.

"**Capacity Attributes**" means any current or future defined characteristic, certificate, tag, credit, or ancillary service attribute, or the proceeds thereof, whether general in nature or specific as to the location or any other attribute of the System, intended to value any aspect of the capacity of the System (other than the Storage Unit) to produce electric energy or ancillary services, including, but not limited to, any accounting construct under which the System would qualify for a resource adequacy requirement or any other measure by the NY-ISO. Capacity Attributes do not include Environmental Attributes, Environmental Incentives or Tax Credits.

"**Environmental Attributes**" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Purchaser and Seller shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates,

emissions reduction credits, investment credits, emissions allowances, green tags, tradeable renewable credits and Green-e® products. Environmental Attributes shall not include any Capacity Attributes, Net Metering Credit or Replacement RECs.

“**Environmental Incentives**” means any and credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority. Environmental Incentives shall not include any Capacity Attributes, Net Metering Credit or Replacement RECs.

“**Governmental Authority**” means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission, NYSEDA, or the NY PSC), or any arbitrator with authority to bind a party at law.

“**Net Metering Credit**” means any kilowatt-hour or dollar-denominated bill credit calculated as part of the process of measuring the difference between electricity delivered to the Facility by the Utility and electricity generated by the System and fed back to the Utility, including any such credit calculated pursuant to 220 CMR 18.04 or such successor or similar replacement regulation. Net Metering Credits do not include Environmental Attributes, Environmental Incentives or Tax Credit

“**Tax Credits**” means any and all (i) investment tax credits, (ii) production tax credits and (iii) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System. Tax Credits shall not include any Capacity Attributes, or Net Metering Credit.

6. **Conditions to Obligations.**

a. **Conditions to Seller's Obligations.**

Seller's obligations under this Agreement are conditioned on the completion of the following conditions to Seller's reasonable satisfaction on or before the Condition Satisfaction Date:

- i. Completion of a physical inspection of the Facility and the property upon which the Facility is located (as further identified on Attachment 1 to Exhibit 2, the “**Premises**”) including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Facility and the Premises for the System;
- ii. Approval of (A) this Agreement and (B) the Construction Agreement (if any) for the System by Seller's Financing Parties. “**Construction Agreement**” as used in this subsection means an agreement between Sunwealth Power, Inc. and a subcontractor to install the System substantially as located and identified on Attachment 1 to Exhibit 2;
- iii. Confirmation that Seller will obtain all applicable Environmental Incentives and Tax Credits;
- iv. Receipt of all necessary zoning, land use and building permits;
- v. Execution of all necessary agreements with the Utility for interconnection of the System to the Utility's electric distribution system; and
- vi. Prior to Seller commencing construction and installation of the System, Purchaser shall give Seller proof of insurance for all insurance required to be maintained by Purchaser under this Agreement; and

b. **Conditions to Purchaser's Obligations.**

Purchaser's obligations under this Agreement are conditioned on:

- i. The occurrence of the Commercial Operation Date for the System on or before the Outside Commercial Operation Date (See Exhibit 1).

c. **Failure of Conditions.**

If any of the conditions listed in subsections a or b above are not satisfied by the applicable dates specified in those subsections, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the parties are unable

to negotiate new dates then the Party that has not failed to meet an obligation may terminate this Agreement upon ten (10) days written notice to the other Party without liability for costs or damages or triggering a default under this Agreement.

7. **Seller's Rights and Obligations.**

- a. **Permits and Approvals.** Seller, with Purchaser's reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:
- i. any zoning, land use and building permits required to construct, install and operate the System; and
 - ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Utility's electric distribution system.
- Purchaser shall cooperate with Seller's reasonable requests to assist Seller in obtaining such agreements, permits and approvals.
- b. **Standard System Repair and Maintenance.** Seller shall construct, install and properly maintain the System at the Facility. During the Term, Seller will operate and perform all repairs to, and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from Purchaser's negligence, willful misconduct or breach of this Agreement. Seller shall not be responsible for any work done by others on any part of the System at the direction of Purchaser unless Seller authorizes that work in advance in writing. Seller shall not be responsible for any loss, damage, cost or expense arising out of or resulting from operation or maintenance of the System at the direction of Purchaser by anyone other than Seller or Seller's contractors. If the System requires repairs for which Purchaser is responsible, Purchaser shall pay Seller for diagnosing and correcting the problem at Seller or Seller's contractors' then current standard rates. Seller shall provide Purchaser with reasonable notice prior to accessing the Facility to make standard repairs. Seller shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in its performance under this Agreement.
- c. **Non-Standard System Repair and Maintenance.** If Seller incurs incremental costs to maintain the System due to conditions at the Facility which could not have been reasonably anticipated by Seller or due to the material inaccuracy of any information provided by Purchaser and reasonably relied upon by Seller, the pricing, schedule and other terms of this Agreement will be equitably adjusted to compensate for any work in excess of normally expected work required to be performed by Seller. In such event, the Parties will negotiate such equitable adjustment in good faith.
- d. **Breakdown Notice.** Seller shall notify Purchaser within twenty-four (24) hours following Seller's discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Purchaser shall notify Seller immediately upon the discovery of an emergency condition affecting the System.
- e. **Suspension.** Notwithstanding anything to the contrary herein, Seller shall be entitled to temporarily suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System and such suspension of service shall not constitute a breach of this Agreement; provided, that Seller shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser.
- f. **Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement. However, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors. If a list of pre-approved contractors and subcontractors is desired, such list shall be scheduled on an appendix to this Exhibit. All contractors and subcontractors, other than those that may be scheduled on an appendix to this Exhibit, shall be subject to Purchaser's prior written consent, not to be unreasonably withheld.
- g. **Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Premises and Facility free and clear of any liens related to such charges. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facility or the Premises in connection with such charges; provided, however, that Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Facility and the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility and the Premises.

- h. **Separate Warranty.** The Limited Warranty, the Seller or its Contractor will provide to Purchaser is a separate contract from this Agreement. No rights provided to Purchaser by the Limited Warranty may be asserted under this Agreement. No warranty or guarantee is made in this Agreement. Therefore, any warranty or performance claim must be made independently of this Agreement under the Limited Warranty and will not affect Purchaser's obligations under this Agreement. NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY UNDER THIS AGREEMENT. The remedies set forth in this Agreement shall be Purchaser's sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise.
- i. **Taxes.** Seller pay all Taxes assessed on the interconnection of the System to the Utility's electric distribution system on or before the Commercial Operation Date, and property taxes on the System, and any Taxes that are otherwise the responsibility of Purchaser pursuant to Section 4.d during periods when Seller fails to deliver electric energy to Purchaser due to the action or omission of Seller. Seller shall pay any amounts as and when due under any tax agreement between Seller and the Town in which the System is located. "Taxes" has the meaning given to such term in Section 4.d.
- j. **Solar Monitoring.** At no cost or expense to Purchaser, Seller shall provide Purchaser with access to a solar monitoring system which displays the System's energy and environmental performance.

8. **Purchaser's Rights and Obligations.**

- a. **Facility Access Rights.** Subject to the terms of Exhibit 4 and Exhibit 5, Purchaser grants to Seller and to Seller's agents, employees and contractors an irrevocable non-exclusive license running with the Premises (the "License") for access to, on, over, under and across the Premises for the purposes of (a) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (b) performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement; and (c) installing, using and maintaining electric lines and equipment, including inverters and meters, necessary to interconnect the System to Purchaser's electric system at the Facility and/or to the Utility's electric distribution system or that otherwise may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Seller shall notify Purchaser prior to entering the Facility except in situations where there is imminent risk of damage to persons or property. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the "License Term"). Seller's vehicular and pedestrian ingress and egress rights shall be limited to the access areas indicated on Exhibit 4 and Exhibit 5.
- b. During the License Term, Purchaser shall ensure that Seller's rights under the License and Seller's access to the Premises are preserved and protected and shall not unreasonably interfere with or permit any third parties to unreasonably interfere with such rights or access. The grant of the License shall survive termination of this agreement by either Party.
- c. **OSHA Compliance.** Both parties shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in their respective performance under this Agreement.
- d. **Maintenance of Facility.** Purchaser shall, at its sole cost and expense, maintain the Facility in good condition and repair. Purchaser will ensure that the Facility remains interconnected to the local utility grid at all times and will not permit cessation of electric service to the Facility from the local utility. Purchaser is fully responsible for the maintenance and repair of the Facility's electrical system and of all of Purchaser's equipment that utilizes the System's outputs. Purchaser shall notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.
- e. **No Alteration of Facility.** Purchaser shall not make any alterations or repairs to the Facility which may adversely affect the operation and maintenance of the System without Seller's prior written consent. If Purchaser wishes to make such alterations or repairs, Purchaser shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Purchaser in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Purchaser shall be responsible for all damage to the System caused by Purchaser or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, such work and any replacement of the System after completion of Purchaser's alterations and

repairs, shall be done by Seller or its contractors at Purchaser's cost. All of Purchaser's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.

- f. **Outages.** Purchaser shall be permitted to be off line for a total of forty-eight (48) day light hours (each, a "**Scheduled Outage**") per calendar year during the Term, during which days Purchaser shall not be obligated to accept or pay for electricity from the System; provided, however, that Purchaser must notify Seller in writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed a total of forty-eight (48) day light hours per calendar year or there are unscheduled outages, in each case for a reason other than a Force Majeure event, Seller shall reasonably estimate the amount of electricity that would have been delivered to Purchaser during such excess Scheduled Outages or unscheduled outages and shall invoice Purchaser for such amount and any associated lost or recaptured Environmental Incentives and lost sales (and penalties payments associated with the same) of associated Environmental Attributes in accordance with Section 4. For avoidance of doubt, the forty-eight (48) hour period shall include all Scheduled Outage hours allowed under any of the terms of this Agreement.
- g. **Liens.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim.
- h. **Security.** Purchaser shall be responsible for using commercially reasonable efforts to maintain the physical security of the Facility, the Premises, and the System in accordance with its customary and usual security practices applicable to such portions of the Facility and Premises as are not habitable or otherwise occupied by its personnel. Purchaser will not conduct activities on, in or about the Premises or the Facility that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.
- i. **Insolation.** Purchaser understands that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation. If Purchaser becomes aware of any activity or condition (other than snow and other weather conditions) that could diminish the Insolation of the System, Purchaser shall notify Seller as soon as reasonably possible and shall reasonably cooperate with Seller in preserving the System's existing Insolation levels; provided, that Seller shall not be relieved of its obligations to monitor, operate and maintain the system.
- j. **Data Line.** Purchaser shall provide Seller a high speed internet data line during the Term to enable Seller to record the electric energy generated by the System. If Purchaser fails to provide such high speed internet data line, or if such line ceases to function and is not repaired, Seller may reasonably estimate the amount of electric energy that was generated and invoice Purchaser for such amount in accordance with Section 4.
- k. **Breakdown Notice.** Purchaser shall notify Seller as soon as reasonably possible following the discovery by it of (A) any material malfunction in the operation of the System; or (B) any occurrences that could reasonably be expected to adversely affect the System. Purchaser shall notify Seller immediately upon (A) an interruption in the supply of electrical energy from the System; or (B) the discovery of an emergency condition respecting the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.

9. Change in Law.

"**Change in Law**" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of Seller's obligations under this Agreement and which has a material adverse effect on the cost to Seller of performing such obligations; provided, that neither (i) a change in federal, state, county or any other tax law after the Effective

Date of this Agreement nor (ii) a change affecting the value of Environmental Attributes or Environmental Incentives after the Effective Date of this Agreement shall be a Change in Law pursuant to this Agreement.

If any Change in Law occurs that has a material adverse effect on the cost to Seller of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Purchaser from Seller of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then, provided that the Change in Law occurred after the end of the sixth (6th) Contract Year, Purchaser may purchase the System for the greater of the Fair Market Value and the applicable Termination Payment set forth in Exhibit 6, and otherwise in accordance with the procedures established in Section 16.b. Seller shall have the right to terminate this Agreement without further liability to either Party except with respect to payment of amounts accrued prior to termination.

10. Relocation of System.

If Purchaser ceases to conduct business operations at and/or vacates the Facility or is prevented from operating the System at the Facility prior to the expiration of the Term, Purchaser shall have the option to provide Seller with a mutually agreeable substitute premises located within the same Utility district as the terminated System or in a location with similar Utility rates and Insolation. Purchaser shall provide written notice at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. In connection with such substitution, Purchaser shall execute an amended agreement that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) License, which will be amended to grant rights to the use of the real property to which the System is relocated; and (iii) Term, which will be the remainder of the Term of this Agreement and such amended agreement shall be deemed to be a continuation of this Agreement without termination. Purchaser shall also provide any new Purchaser, owner, lessor or mortgagee consents or releases required by Seller or Seller's Financing Parties in connection with the substitute facility. Purchaser shall pay all costs associated with relocation of the System, including all costs and expenses incurred by or on behalf of Seller in connection with removal of the System from the Facility and installation and testing of the System at the substitute facility and all applicable interconnection fees and expenses at the substitute facility, as well as costs of new title search and other out-of-pocket expenses connected to preserving and refileing the security interests of Seller's Financing Parties in the System. Seller shall reasonably estimate the amount of electricity that would have been delivered to Purchaser during the period of time the System is not in operation due to the relocation and shall invoice Purchaser for such amount and any associated lost or recaptured Environmental Incentives and lost sales (and penalties payments associated with the same) of associated Environmental Attributes in accordance with Section 4. Seller shall remove the System from the vacated Facility prior to the termination of Purchaser's ownership, lease or other rights to use such Facility. Seller will not be required to restore the Facility to its prior condition but shall promptly pay Purchaser for any damage caused by Seller during removal of the System, but not for normal wear and tear. If the substitute facility has inferior Insolation as compared to the original Facility, Seller shall have the right to make an adjustment to Exhibit 1 such that Purchaser's payments to Seller are the same as if the System were located at the original Facility. If Purchaser is unable to provide such substitute facility and to relocate the System as provided, any early termination will be treated as a default by Purchaser.

11. Removal of System at Expiration.

Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option), Seller shall, at its expense, remove all of its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than ninety (90) days after the expiration of the Term. Excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of System mounting pads or other support structures. In no case shall Seller's removal of the System affect the integrity of Purchaser's roof, which shall be as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications. Seller shall leave the Facility in neat and clean order. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Seller's cost. Purchaser shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.

12. Measurement.

Electricity delivered to the Facility shall be measured by the revenue grade solar production monitoring system installed and maintained by Seller as part of the System.

13. **Default, Remedies and Damages.**

a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed a “**Defaulting Party**” and each event of default shall be a “**Default Event**”:

- (1) failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the other Party (the “**Non-Defaulting Party**”) of such failure to pay (“**Payment Default**”);
- (2) failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (i) the Defaulting Party initiates such cure with the thirty (30) day period and continues such cure to completion and (ii) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
- (3) if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
- (4) Purchaser loses its rights to occupy and enjoy the Premises;
- (5) a Party, or its guarantor, becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect (or, if any such actions are initiated by a third party, such action(s) is(are) not dismissed within ninety (90) days); or
- (6) Purchaser willfully, knowingly, or negligently prevents Seller from installing the System or fails to perform its obligations under this Agreement and such failure prevents the generation or delivery of electric energy from the System.

b. **Remedies.**

- (1) **Remedies for Payment Default.** If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement, upon five (5) days prior written notice to the Defaulting Party following the Payment Default.
- (2) **Remedies for Other Defaults.** On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement or suspension of performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party following the occurrence of the Default Event.
- (3) **Damages Upon Termination by Default.** Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the “**Termination Payment**”):
 - A. **Purchaser.** If Purchaser is the Defaulting Party and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to the amount set forth on the Table attached to Exhibit 6 for the applicable Contract Year in which such termination occurred.
 - B. **Seller.** If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser shall be equal to the sum of (i) the present value (using a discount rate of 9.5%) of the excess, if any, of the reasonably expected cost of electric energy from the Utility over the Contract Price for the reasonably expected

production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable; (ii) all costs reasonably incurred by Purchaser in re-converting its electric supply to service from the Utility; (iii) any removal costs incurred by Purchaser, and (iv) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero.

- C. Obligations Following Termination. If a Non-Defaulting Party terminates this Agreement pursuant to this Section 13(b), then following such termination, Seller shall, at the sole cost and expense of the Defaulting Party, remove the equipment (except for mounting pads and support structures) constituting the System. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.

14. Representations and Warranties.

- a. General Representations and Warranties. Each Party represents and warrants to the other the following:

- (1) Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
- (2) Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

- b. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller the following:

- (1) License. Purchaser has title to or a leasehold or other property interest in the Premises. Purchaser has the full right, power and authority to grant the License contained in Section 8(a). Such grant of the License does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Facility. If Purchaser does not own the Premises or Facility, Purchaser has obtained all required consents from the owner of the Premises and/or Facility to grant the License and enter into and perform its obligations under this Agreement.
- (2) Other Agreements. Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Facility is bound.
- (3) Purchaser Status. Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
- (4) No Pool Use. No electricity generated by the System will be used to heat a swimming pool.
- (5) Accuracy of Information. All information provided by Purchaser to Seller, as it pertains to the Facility's physical configuration, Purchaser's planned use of the Facility, and Purchaser's estimated electricity requirements, is accurate in all material respects; provided, however, that Seller acknowledges that it has not relied solely upon such information and has made its own independent determinations in connection with the design, construction and operation and maintenance of the System at the Facility.

15. **System and Facility Damage and Insurance.**

a. **System and Facility Damage.**

- (1) **Seller's Obligations.** If the **System** is damaged or destroyed other than by Purchaser's gross negligence or willful misconduct, Seller shall promptly repair and restore the System to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the System is destroyed during the last five (5) years of the Initial Term or during any Additional Term, Seller shall not be required to restore the System, but may instead terminate this Agreement, unless Purchaser agrees (i) to pay for the cost of such restoration of the System or (ii) to purchase the System "AS-IS" at the greater of (A) then current fair market value of the System and (B) the amount specified in Exhibit 6.
- (2) **Purchaser's Obligations.** If the **Facility** is damaged or destroyed by casualty of any kind or any other occurrence other than Seller's gross negligence or willful misconduct, such that the operation of the System and/or Purchaser's ability to accept the electric energy produced by the System are materially impaired or prevented, Purchaser shall promptly repair and restore the Facility to its pre-existing condition; provided, however, that if more than 50% of the Facility is destroyed during the last five years of the Initial Term or during any Additional Term, Purchaser may elect either (i) to restore the Facility or (ii) to pay the Termination Payment and all other costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement.

b. **Insurance Coverage.** At all times during the Term, Seller and Purchaser shall maintain the following insurance:

- i. **Seller's Insurance.** Seller shall maintain (i) property insurance on the System for the replacement cost thereof, (ii) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (iii) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law.
- ii. **Purchaser's Insurance.** Purchaser shall maintain commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

c. **Policy Provisions.** All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance thirty (30) days (ten (10) days in the event of non-payment of premiums) written notice before the insurance is cancelled, or terminated, (ii) be written on an occurrence basis, (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.

d. **Certificates.** Upon the other Party's request each Party shall deliver the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.

e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

16. **Ownership; Option to Purchase.**

- a. **Ownership of System.** Throughout the Term, Seller shall be the legal and beneficial owner of the System at all times, including all Environmental Attributes, and the System shall remain the personal property of Seller and shall not attach to or be deemed by either Party as a part of, or fixture to, the Facility or the Premises and all tax filings and reports will be filed in a manner consistent with this Agreement. Each of the Seller and Purchaser agree that the Seller is the tax owner of the System. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facility or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide a disclaimer or release from such lienholder. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Facility is located. If Purchaser is not the fee owner, Purchaser will obtain such consent from such owner. For the avoidance of doubt, in either circumstance Seller shall file such disclaimer. Upon request, Purchaser agrees to deliver to Seller a non-disturbance agreement in a form reasonably acceptable to Seller from the owner of the Facility (if the Facility is leased by Purchaser), any mortgagee with a lien on the Premises, and other Persons holding a similar interest in the Premises. To the extent that Purchaser does not own the Premises or Facility, Purchaser shall provide to Seller immediate written notice of receipt of notice of eviction from the Premises or Facility or termination of Purchaser's lease of the Premises and/or Facility.
- b. **Option to Purchase.** At the end of the tenth (10th), and fifteenth (15th) Contract Years and at the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price equal to the Fair Market Value of the System. The "Fair Market Value" of the System shall be the fair value of the system determined between a willing buyer and a willing seller, each having adequate information and neither being under the compulsion to sell. The Fair Market Value of the System shall be determined by mutual agreement of Purchaser and Seller; provided, however, if Purchaser and Seller cannot agree to a Fair Market Value within thirty (30) days after Purchaser has exercised its option, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. The costs of such appraisal shall be borne by the Parties equally. The Purchaser shall have a reasonable period of time to review and reconsider and withdraw its election to purchase the System and shall have no obligation to accept such appraisal and may, if it disagrees with such appraisal, obtain, at its cost, its own separate appraisal by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry. If such appraisals materially differ, the Parties shall meet and confer and cooperate with one another to reconcile such differing appraisals, including by the appointment of a third qualified appraiser at the Purchaser's cost who would receive and review the previous appraisals. Each appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System as of the date of System title transfer. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable. Upon purchase of the System, Purchaser will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further liabilities or obligations hereunder. Subject to Seller's requirements regarding confidentiality, non-disclosure and non-use, and at Purchaser's cost, Seller shall provide Purchaser with reasonable access to such documentation and books and records related to the operation and maintenance of the System and shall afford Purchaser or its designees the opportunity to inspect the System and such documentation, books and records for purposes of determining the condition, state of repair, efficiency and reasonably expected costs of maintenance or repair of the System reasonably necessary to maintain or restore the System to a condition recognized as being in accordance with prudent solar industry standards. Subject to Seller's requirements regarding confidentiality, non-disclosure and non-use, and at the Purchaser's cost, Purchaser shall have the right to provide such documentation and materials and the results of any reports by third parties related to such inspections to such appraisers as reasonably necessary for such appraisers to consider in connection with their appraisals.

17. **Indemnification and Limitations of Liability.**

- a. **General.** Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof, including, with respect to Purchaser, its Trustees, officers, employees, volunteers, students, agents or assigns (collectively, the "Indemnified Parties", and separately, the "Seller Indemnified Parties" and "Purchaser Indemnified Parties", as applicable), from and against all loss, damage, expense, liability

and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 14. This Section 17(a) however, shall not apply to liability arising from injuries to persons and property, such matters being addressed exclusively by Section 17(b), or from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 17(d).

- b. **Seller Indemnity**. Except as expressly provided under this subsection (b), Seller agrees to hold harmless the Purchaser Indemnified Parties from claims, damages, losses and expenses, including but not limited to attorneys' fees, for damage to property owned by the Seller or any of its employees, agents or subcontractors, or any bodily or personal injury to its employees, agents or subcontractors arising out of, or from the performance of Seller's operations or services, or any act, omission, claim or loss of any of Seller's employees, agents, subcontractors or any other party Seller is responsible for (collectively, "**Losses**"), except to the extent such Loss is due to or caused by the gross negligence or willful misconduct of a Purchaser Indemnified Party. Further, nothing in the forgoing shall limit the right of Seller or its insurers to proceed against and collect insurance proceeds from Purchaser's insurers to the extent such Loss is covered by Purchaser's policies. Subject to the foregoing, Seller will indemnify, defend and hold harmless the Purchaser Indemnified Parties (with counsel reasonably acceptable to Purchaser), from and against all Liabilities resulting from or relating to any third-party claim for: injury to or death of persons, and damage to or loss of property, in each case, to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of Seller or its agents; provided, however, that nothing in this sentence requires Seller to indemnify Purchaser Indemnified Parties for any Liabilities resulting from or relating to any claim to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, any Purchaser Indemnified Parties. Subject to the foregoing, Purchaser agrees to defend, indemnify, and hold harmless Seller (with counsel reasonably acceptable to Seller), its employees, subcontractors and their employees from any Liabilities resulting from or relating to any third-party claim (other than employees, agents, contractors or subcontractors of Seller) in connection with damage to property or any bodily or personal injury, to the extent such Liabilities are due to the misconduct or negligence of the Purchaser, the Purchaser's subcontractors or agents or any other person or party under the control (whether actual or constructive) of the Purchaser (but not including Seller, any of its employees, contractors, subcontractors, agents or any of its or their respective employees, contractors, subcontractors or agents).
- c. **Notice and Participation in Third Party Claims**. The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 17(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 17(b) for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.
- d. **Environmental Indemnification**. Seller shall indemnify, defend and hold harmless all of the Purchaser Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 17(d)(i)) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Purchaser's shall indemnify, defend and hold harmless all of the Seller Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance.
- i. "**Hazardous Substance**" means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.

e. **Limitations on Liability.**

- i. **No Consequential Damages.** Neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of such.
- ii. **Actual Damages.** Except to the extent covered by Seller's insurance policies, Seller's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the total payments made (or, as applicable, projected to be made) by Purchaser under this Agreement. The provisions of this Section (17)(e)(ii) shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action by either party must be brought within one (1) year after the cause of action accrues.

18. **Force Majeure.**

- a. "Force Majeure" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.
- b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.
- c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that impacts Purchaser's ability to make payment.
- d. If a Force Majeure event continues for a period of one hundred (180) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

19. **Assignment and Financing.**

- a. **Assignment.** This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Seller may, without the prior written consent of Purchaser, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement to any Financing Party, (ii) directly or indirectly assign this Agreement to an affiliate of Seller, (iii) assign this Agreement to any entity through which Seller is obtaining financing or capital for the System and (iv) assign this Agreement to any person succeeding to all or substantially all of the assets of Seller (provided that Seller shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Seller's obligations hereunder by the assignee). Purchaser's consent to any other assignment shall not be unreasonably withheld if Purchaser has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to

maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.

- b. **Financing.** The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from lenders or third parties (including tax equity or similar investors) ("**Financing Parties**") in connection with the installation, construction, ownership, operation and maintenance of the System. The Parties also agree that Seller may assign this Agreement to the Financing Parties as collateral, and in connection with any such assignment, Purchaser agrees to execute a consent to assignment in customary form and reasonably acceptable to the Financing Parties provided that Seller shall reimburse Purchaser for its reasonable out of pocket costs and expenses, including reasonable fees and expenses of counsel not to exceed five hundred dollars (\$500), incurred by Purchaser in connection with any financing consent or other similar agreement requested by the Seller or any of its affiliates or financing parties or their affiliates.

20. **Confidentiality and Publicity.**

- a. **Confidentiality.** If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Purchaser's business ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and affiliates, lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information), in each case whose access is reasonably necessary to the negotiation and performance of this Agreement. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Section 20(a), except as set forth in Section 20(b). All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 20(a) by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section 20(a). To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 20(a), but shall be in addition to all other remedies available at law or in equity.
- b. **Permitted Disclosures.** Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

21. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any press releases by the other Party that refer to, or that describe any aspect of, this Agreement. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Press releases regarding the ownership of Environmental Attributes and Environmental Incentives and any related reporting rights shall in addition be subject to the process set forth in Section 5.

22. General Provisions

- a. **Choice of Law.** The law of the state where the System is located shall govern this Agreement without giving effect to conflict of laws principles.
- b. **Arbitration and Attorneys' Fees.** Any dispute arising from or relating to this Agreement shall be arbitrated in Albany, NY. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.
- c. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, overnight courier, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt, the confirmed delivery by overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the persons identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed as an original document. Copies of notices may be sent by electronic mail; provided, that another means of notice must also have been employed in order for notice to have been provided in accordance with the terms of this Agreement. The Parties may update email addresses and other notice addressed from time to time during the Term.
- d. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 4 (Representations and Warranties), Section 7(h) (No Warranty), Section 15(b) (Insurance Coverage), Section 17 (Indemnification and Limits of Liability), Section 20 (Confidentiality and Publicity), Section 22(a) (Choice of Law), Section 22 (b) (Arbitration and Attorneys' Fees), Section 22(c) (Notices), Section 22 (g) (Comparative Negligence), Section 22(h) (Non-Dedication of Facilities), Section 22(j) (Service Contract), Section 22(k) (No Partnership) Section 22(l) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 22(n) (No Third Party Beneficiaries). Any action by either party must be brought within one (1) year after the cause of action accrues.
- e. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be reasonably requested by the other Party in order to effectuate this Agreement.
- f. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time; provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.
- g. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.
- h. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement.
- i. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of

this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

- j. Service Contract.** The Parties intend this Agreement to be a “service contract” within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- k. No Partnership.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- l. Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
- m. Forward Contract.** The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- n. No Third Party Beneficiaries.** Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

End of Exhibit 3

Exhibit 4

Seller Installation and O&M Access Rights and Obligations

1) **Access Specifications.** Purchaser hereby grants Seller and its designees (including Installer, persons responsible for implementing the Applicable Solar Program, and Financing Party) access to the System(s), for the Term, at reasonable times and upon reasonable notice, for the purposes of designing, installing, inspecting, operating, maintaining, repairing and removing the Project, and any other purpose set forth in this Agreement, and otherwise in accordance with the provisions of this Agreement. Seller will contact Purchaser's Facilities and Grounds Department (or other contact as directed by Purchaser from time to time) to arrange access to the Premises. Seller shall provide Purchaser with a reasonably detailed proposal with regard to its requirements under this Exhibit during, but no later than the termination of, the Initial Period. Access Rights with respect to the Premises include, but are not necessarily limited to:

a) **Vehicular & Pedestrian Access.** Reasonable vehicular and pedestrian access across the Premises to the System(s) as designated on Exhibit 2 for purposes of designing, installing, operating, maintaining, repairing and removing the Project. In exercising such access Seller shall use commercially reasonable efforts to minimize disruption to activities occurring on the Site.

i) Seller acknowledges that Purchaser may not always be able to provide parking for this project adjacent to or convenient to the project, provided that Purchaser shall use commercially reasonable efforts to provide parking to Seller that is convenient and/or adjacent to the System site. Parking of construction personnel vehicles will be at a designated locations. Parking of vehicles at any other location will be subject to ticketing and/or towing at the vehicle owner's expense.

ii) Construction vehicles and equipment shall obey all posted speed limits and other traffic restrictions. Construction vehicles and equipment shall stop for all pedestrians. Pedestrians and cyclists always have the right of way.

b) **Transmission Lines & Communication Cables.** The right to locate transmission lines and communications cables across the Premises as designated on Exhibit 2. The location of any such transmission lines and communications cables outside the areas designated on Exhibit 2 shall be subject to Purchaser's approval (not to be unreasonably conditioned, delayed, or withheld), and shall be at locations that minimize any disruption to Purchaser's activities occurring on the Site.

c) **Storage.** Seller shall be responsible for providing shelter and security for stored items during construction and installation. Seller shall remove all materials and tools not necessary for the Project's operation or maintenance within thirty (30) days after the date of Seller's first invoice to Purchaser.

2) **Remote Monitoring.** Purchaser will provide an internet portal or equivalent access by means of which Seller will communicate data from the revenue grade performance monitoring system. Seller will be responsible for connecting monitoring equipment for the System(s) to the internet so that it is possible for Seller and Purchaser to remotely monitor the System(s).

3) **Hours of Access.** Purchaser will provide Seller with access to the Premises between 7:00 AM and 7:00 PM, Monday through Friday. Access to the Premises outside those hours shall be only in the case of emergency, or by special arrangement at the sole discretion of the Purchaser.

Exhibit 5

Purchaser Safety Requirements and Work Rules

Contractor shall submit written Safety Requirements and Work Rules that address the following if applicable and any other items required by law. These requirements and rules shall be in place and enforced for all subcontractors, who shall be aware of their obligations and receive site-specific safety training.

- 1) Emergency Action Plan
 - a) Fire, medical, hazardous materials including a list of emergency equipment on site
 - b) Procedures for OSHA reporting of OSHA-reportable injuries/deaths
 - c) Maintaining means of egress
 - d) Fire prevention practices
- 2) Hazardous Materials
 - a) Program for OSHA/EPA/New York State compliance
 - b) Procedures for identification, containment, and abatement
 - c) Identification of any hazardous waste to be generated and procedures for compliant disposal
 - d) Procedures for storage of hazardous materials
 - e) Oil-containing equipment
 - f) Refrigerant-containing equipment
- 4) Housekeeping Practices and Inspection
 - a) Dust control
 - b) Daily cleanup
 - c) Final cleanup
- 5) OSHA compliance
 - a) Description of applicable OSHA compliance requirements including monitoring, competent person designation, and training
 - b) If a competent person is required by regulation, that person should be on-site and identifiable
 - c) Operator training certification (e.g., high lifts) must be available on-site
- 6) Excavation
 - a) Procedures for obtaining Dig Safe
 - b) Procedures for OSHA and New York State compliance
- 7) Hot Work Program and Permitting
- 8) Lockout / tagout
- 9) Service interruptions
- 10) Security/Site Access
 - a) Physical security of the site
 - b) Warning signs and other devices
 - c) Protection of pedestrians from construction-generated traffic
 - d) Protection of construction employees from general traffic
 - e) Compliance with DOT/RMV vehicle/driver requirements
 - f) Hours of work
 - g) Parking
- 11) Sustainability
 - a) Procedures for recycling of construction debris, universal waste, cardboard, paper
 - b) Contractor and subcontractors shall not use any pesticides or neonicotinoids during construction, installation, operation, maintenance, or demolition.

Exhibit 6

Purchaser Termination Payment

Year	Termination Payment
1	\$258,048
2	\$243,977
3	\$226,449
4	\$208,800
5	\$190,980
6	\$173,004
7	\$154,862
8	\$136,566
9	\$130,408
10	\$124,060
11	\$117,512
12	\$110,769
13	\$105,505
14	\$103,650
15	\$96,552
16	\$89,229
17	\$81,646
18	\$73,803
19	\$65,686
20	\$57,289
21	\$48,584
22	\$39,563
23	\$30,211
24	\$20,513
25	\$10,448



SunPower Limited Product and Power Warranty for Commercial Performance PV Modules

This Limited Warranty is effective for SunPower® photovoltaic modules for commercial installation with "SPR-P" in the product model number and sold after February 1, 2019.

1. Limited Warranty

Subject at all times to the terms and conditions as set out in this Limited Warranty, SunPower Corporation ("SunPower") warrants that for 25 years beginning on the Warranty Start Date¹ (the "Warranty Period"), its photovoltaic modules specified above, ("PV Module(s)"), shall be free from defects in materials and workmanship under normal application, installation, use and service conditions, and the power of the PV Modules will be at least 97% of the Minimum Peak Power² rating for the first year, and will decline by no more than 0.6% per year for the following 24 years, so the power output at the end of the final year of the 25th year warranty period will be at least 82.6% of the Minimum Peak Power rating (the "Guaranteed Peak Power" rating).

2. Claims Process and Coverage

If any PV Module fails to conform to this Limited Warranty and provided that any loss in power is determined by SunPower (in its sole discretion) not to have resulted from one of the excluded events set forth in Section 4 below, then for the Warranty Period, SunPower will repair, replace or refund the defective PV Modules as set forth herein.

In the event you have a claim covered by this Limited Warranty, immediately notify (a) an Authorized SunPower Installer; or (b) SunPower Corporation at the contacts shown below. Upon receipt of a claim, SunPower may require additional information regarding the claim, which may include, without limitation, applicable warranty registration information, proof of purchase and/or delivery, installation, serial and model numbers, and evidence regarding the basis of claim. All SunPower warranty obligations hereunder are expressly contingent upon the timely and full provision of such additional information. The return of any PV Modules will not be accepted unless prior written authorization has been given by SunPower.

For any valid claim, SunPower will, in its sole discretion, either: (a) repair; (b) replace; or (c) refund the original purchase price subject to the conditions set out herein. In the event SunPower elects to repair or replace the affected PV Modules, SunPower will pay for reasonable and customary transportation costs for: (i) the return of the PV Modules from the place where the affected PV Modules were delivered by SunPower, and; (ii) reasonable and customary transportation costs for reshipment of any repaired or replaced PV Modules to the place where the affected PV Modules were delivered by SunPower; (iii) for a PV Module that was originally installed in the United States by SunPower, any affiliate of SunPower, or any SunPower Authorized Installer, SunPower will pay for reasonable, necessary, and actual removal and reinstallation costs of the repaired or replaced PV Module; provided, however, SunPower has sole discretion to select the party performing such removal and reinstallation.

In the event SunPower elects to replace any PV Module, SunPower will replace have such PV Module replaced with an electrically and mechanically compatible PV Module (including a refurbished or remanufactured PV Module) with a substantially equal or greater power rating. For any refund, purchase price shall be prorated.

3. General Conditions for Warranty Claims

- a) All warranty claims must be filed within the Warranty Period. Any claim filed outside the Warranty Period, including any claim for a latent or undiscovered defect, is invalid.
- b) The Limited Warranty for any repaired or replaced PV Module shall not extend beyond the Warranty Period.
- c) When PV Modules are used on a mobile platform of any type (excluding trackers), the Warranty Period shall be limited to 12 years.
- d) When PV modules are to be installed on floating mounting systems, the Limited Warranty shall apply only if SunPower has provided the customer with its written consent to the application of this Limited Warranty prior to such installation.
- e) In cases of PV Module replacement, any replaced PV Module shall pass into the ownership of SunPower.

¹ "Warranty Start Date" is the earlier of (i) date of array interconnection and (ii) 6 months following the date of SunPower delivery. If the delivery date cannot be verified, manufacturing date will be used in its place.

² "Minimum Peak Power" is defined as the minimum rated power, as shown on the label. Peak Power is defined as the watt peak at Standard Test Conditions (1000W/m² irradiance, AM1.5, 25C, SOMS current, LACCS FF and Voltage from NREL calibration), as described in IEC61215, measured per IEC60904, and accounting for 3% measurement tolerance. SunPower modules shall, in any event, require a sweep rate of no less than 200ms to ensure an accurate power measurement. SunPower can provide a detailed testing procedure or a list of recognized testing agencies upon request.



4. Exclusions and Limitations

The Limited Warranty does not apply to any of the following:

- a) PV Modules subjected to: (i) misuse, abuse, neglect or accident; (ii) alteration or improper installation (improper installation includes, without limitation, installation or array that does not comply with all SunPower installation instructions and operations and maintenance instructions of any type (as may be amended and updated from time to time at SunPower's sole discretion), and all national, state, and local laws, codes, ordinances, and regulations); (iii) repair or modification by someone other than an approved service technician of SunPower; (iv) conditions exceeding the voltage, wind, snow load specifications, and any other operational specification; (v) power failure surges, lightning, flood, or fire; (vi) damage from persons, biological activity, or industrial chemical exposure; (vii) glass breakage from impact or other events outside SunPower's control.
- b) Cosmetic effects stemming from normal wear and tear of PV Module materials or other cosmetic variations which do not cause power output lower than what is guaranteed by the Limited Warranty. Normal wear and tear of PV Module materials can include, but is not limited to, fading of frame color, weathering of glass coatings, and areas of discoloration around or over individual solar cells or any part of the PV Module.
- c) PV Modules installed in locations, which in SunPower's absolute judgment may be subject to direct contact with bodies of salt water.
- d) PV Modules for which the labels containing product type or serial number have been altered, removed or made illegible.
- e) PV Modules which have been moved from their original installation location without the express written approval of SunPower.
- f) PV Modules which have been installed on single-family homes or semi-detached homes, including but not limited to duplexes and townhomes. For clarity, apartment and condominiums are not excluded.

SunPower shall not be held responsible or liable to the customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, riots, strikes, fire, flood or any other cause or circumstance beyond the reasonable control of SunPower.

5. Assignment and Transfer of Warranty

This Limited Warranty is fully assignable and transferable provided that the warranty holder provides notice to SunPower at the address listed below within 90 days of the assignment or transfer of the Limited Warranty.

6. Limitation of Warranty Scope

SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES. EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY, ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, COURSE OF DEALING, OR USAGE OF TRADE AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SUNPOWER ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, SUNPOWER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PV MODULES, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PV MODULE, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL SUNPOWER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE SPECIFICALLY BUT WITHOUT LIMITATION EXCLUDED. SUNPOWER'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO SUNPOWER BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

IF ANY PROVISION OF THIS LIMITED WARRANTY IS HELD UNENFORCEABLE OR ILLEGAL BY A COURT OR OTHER BODY OF COMPETENT JURISDICTION, SUCH PROVISIONS SHALL BE MODIFIED TO THE MINIMUM EXTENT REQUIRED SUCH THAT THE REST OF THIS LIMITED WARRANTY WILL CONTINUE IN FULL FORCE AND EFFECT.

WHEREAS, the Town of Philipstown provides general ambulance service within the Town by contracting with local volunteer ambulance corps; and

WHEREAS, the Town has contracted with the Philipstown Volunteer Ambulance Corps, and the Garrison Volunteer Ambulance Corps, for the provision of ambulance service within the Town for 2021; and

WHEREAS, it is necessary for the Town to adopt a Schedule of Fees to be charged under the said contracts for the provision of ambulance service;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board of the Town of Philipstown hereby approves the attached Schedule of Fees for the provision of ambulance service under the contract with the Philipstown Volunteer Ambulance Corps; and

2. That the Town Board of the Town of Philipstown hereby approves the attached Schedule of Fees for the provision of ambulance service under the contract with the Garrison Volunteer Ambulance Corps.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows

Judith Farrell, Councilwoman, voting _____

John VanTassel, Councilman, voting _____

Robert Flaherty, Councilman, voting _____

Michael Leonard, Councilman, voting _____

Richard Shea, Supervisor, voting _____

Town of Philipstown Ambulance Service: PVAC Schedule of Fees

<u>Description of Service</u>	<u>Medicare Rate</u>	<u>Non-Medicare Rate</u>
Basic Life Support Emergency	*	\$887.86
Intercept with EMSTAR	*	\$1,413.16
Lift Assist	*	\$33.99
Refusing Medical Aid ("RMA")	*	\$33.99
Mileage	*	\$21.63

* = Medicare pays 80% of Non-Medicare Rates.

Garrison Volunteer Ambulance Corp.
Town of Philipstown Ambulance Service: Schedule of Fees

<u>Description of Service</u> <u>Rate</u>	<u>Medicare Rate</u>	<u>Non-Medicare</u>
Basic Life Support Emergency	*	\$ 925
Advanced Life Support Emergency	*	\$1,075
Advanced Life Support Emergency Level 2	*	\$1,225
Advanced Life Support RMA (Refusing Medical Aid)	*	
Advanced Life Support Assist	*	\$1,075
Intercept Advanced Life Support II	*	\$1,225
Mileage	*	\$15.5

*** = Medicare pays 80% of Non-Medicare Rates.**

WHEREAS, the Town of Philipstown provides general ambulance service within the Town by contracting with local volunteer ambulance corps; and

WHEREAS, it is necessary for the Town to adopt Rules & Regulations for the provision of such ambulance service;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board of the Town of Philipstown hereby adopts that attached Ambulance Service Rules & Regulations.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows

Judith Farrell, Councilwoman, voting _____

John VanTassel, Councilman, voting _____

Robert Flaherty, Councilman, voting _____

Michael Leonard, Councilman, voting _____

Richard Shea, Supervisor, voting _____

TOWN OF PHILIPSTOWN - RULES & REGULATIONS
FOR MUNICIPAL AMBULANCE SERVICE

1. Filing of Operating Procedures or Guidelines. A copy of the Standard Operating Procedures or Guidelines of any Volunteer Ambulance Corps providing general ambulance service to the Town of Philipstown, including a statement of the Corps' current officers, shall be filed with the Town Clerk and shall be regularly updated as to any changes.
2. A list of the names of all members of any Volunteer Ambulance Corps which will be providing general ambulance service for the Town shall be filed with the Town Clerk and shall be regularly updated as to any changes in membership.
3. Volunteer Ambulance Corps shall submit a letter certifying that all of their drivers of ambulances or other emergency vehicles have current and valid drivers' licenses for operation of the same. In the event of any change in such circumstances pertaining to them, Volunteer Ambulance Corps shall promptly advise the Town of the same.
4. Any Volunteer Ambulance Corps' which will be providing general ambulance service for the Town shall immediately enroll in the New York State Department of Motor Vehicles License Event Notification Service ("LENS").
5. In regard to any ambulances or other emergency service vehicles used by the Volunteer Ambulance Corps to provide general ambulance service for the Town, such corps must provide the following vehicle maintenance.
 - (a) Maintain such vehicles and a good and operational condition;
 - (b) Arrange for regular inspections of all vehicles for damage, malfunction, regular maintenance, etc.;
 - (c) Arrange for regular washing and cleaning of all vehicles to maintain them in a clean and sanitary condition.
 - (d) Report to the Town Board any automobile accidents or damage to such vehicles;
 - (e) Report to the Town Board any need for replacement of significant, non-routine, no-preventative repairs to such vehicles.

¹ It being understood that each Ambulance Corps can control only its own actions, and that there shall be no duty or obligation to request, instruct or otherwise obtain compliance of any other Ambulance Corps with these Rules & Regulations.

6. In regard to any ambulances or other emergency vehicles furnished by the Town to any Volunteer Ambulance Corps which will be providing general ambulance service for the Town, there shall be no use of ambulances or other emergency vehicles for any purpose other than providing emergency medical service, legitimate corporate purposes ancillary thereto (e.g., driver training, fundraising, funerals, parades, trips for meals while on-duty, etc.,) and operation of vehicles for purposes of repair, maintenance or cleaning.

7. For all Volunteer Ambulance Corps providing general ambulance service for the Town, all members of such corps shall adhere to following rules of personal conduct:
 - (a) When on duty or acting in any official capacity there shall be no consumption of alcohol, illegal drugs, or any intoxicant whatsoever which might substantially impair the individual's ability to perform his or her duties.
 - (b) When on duty there shall be no use of tobacco products.
 - (c) When on duty and interacting with the public, there shall be no use of epithets regarding race, sex or creed, and all members shall speak in a polite manner to members of the public as is appropriate under the circumstances.
 - (d) All members shall maintain a neat, clean and professional appearance under the prevailing circumstances in conformity with the industry standard for emergency medical service personnel.

8. Billing. All information and reports needed for billing for ambulance service for the Town shall be timely provided to the Town Clerk and such billing agency as the Volunteer Ambulance Service may retain.

- Adopted by Resolution of the Town Board
dated March , 2021

WHEREAS, the Town of Philipstown provides general ambulance service within the Town by contracting with local volunteer ambulance corps; and

WHEREAS, the Town Board has before it two proposed contracts with the Philipstown Volunteer Ambulance Corps, and the Garrison Volunteer Ambulance Corps, for the provision of ambulance service within the Town for 2021;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board of the Town of Philipstown hereby approves the proposed 2021 ambulance service contracts with the Philipstown Volunteer Ambulance Corps, and the Garrison Volunteer Ambulance Corps; and

2. That the Town Supervisor is hereby authorized to execute the said contracts and any documents necessary to carry out the terms thereof.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows

Judith Farrell, Councilwoman, voting _____

John VanTassel, Councilman, voting _____

Robert Flaherty, Councilman, voting _____

Michael Leonard, Councilman, voting _____

Richard Shea, Supervisor, voting _____

AGREEMENT BETWEEN THE TOWN OF PHILIPSTOWN AND
THE PHILIPSTOWN VOLUNTEER AMBULANCE CORPS
FOR MUNICIPAL AMBULANCE SERVICE.

This AGREEMENT, effective as of the 1st day of January, 2021, by and between the TOWN OF PHILIPSTOWN, a Municipal Corporation having its offices at 238 Main Street, P.O. Box 155, Cold Spring, New York 10516, (hereinafter referred to as the "TOWN"), and PHILIPSTOWN VOLUNTEER AMBULANCE CORPS INC., a not-for-profit corporation in the State of New York with an office at 14 Cedar Street, Cold Spring, New York 10516, (hereinafter referred to as "PVAC", provides as follows:

WHEREAS, the TOWN is a municipal corporation duly organized and existing under the laws of the State of New York; and

WHEREAS, heretofore the TOWN has undertaken to provide general ambulance service within the TOWN to residents and non-residents, and

WHEREAS, New York State General Municipal Law §122-b states that in providing general ambulance service the TOWN may contract with one or more organizations having sufficient trained and experienced personnel for operation, maintenance and repair of such ambulance vehicles and for the furnishing of prehospital emergency treatment on behalf of the TOWN; and

WHEREAS, PVAC is organized under the laws of the State of New York as a volunteer ambulance corps, and since 1965 has been furnishing emergency ambulance service to various areas and residents of the TOWN; and

WHEREAS, PVAC has sufficient trained and experienced personnel for operation of ambulance vehicles and provision of EMS service; and

WHEREAS, PVAC has provided general ambulance service on behalf of the TOWN for many years in return for contract payments; and

WHEREAS, PVAC has used funds received from the TOWN to purchase ambulances and other vehicles to be used in providing ambulance service for the TOWN; and

WHEREAS, in addition to contract payments, the TOWN has permitted PVAC to bill for general ambulance service and to retain the proceeds of such billing as additional compensation; and

WHEREAS, pursuant to the provisions of General Municipal Law Section 122-b, the TOWN wishes to contract with PVAC for the provision of general ambulance service within the TOWN for the term hereof; and

WHEREAS, the TOWN further wishes to establish a schedule of fees for municipal ambulance service within the TOWN in accordance with General Municipal Law Section 122-b; and

WHEREAS, in entering into this Agreement with PVAC, the TOWN wishes to assume the obligation of PVAC's patients who are documented residents of the TOWN to pay co-payments for ambulance service rendered under this Agreement in the fixed and limited amount set forth herein as an agreed upon lump sum payment of the reasonable and accurate estimate of the total annual amount of such co-payments; and

WHEREAS, PVAC is willing to enter into a contract with the TOWN for provision of general ambulance service for the TOWN on the terms and conditions set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

(1.) TERM.

(A.) The term of this Agreement shall be January 1, 2021 through December 31, 2021.

(B.) Either party to this Agreement may cancel and terminate this Agreement for cause on not less than sixty (60) days' written notice to the other party mailed to the address listed above by certified mail return receipt requested. For purposes of this Agreement "cause" shall mean any material breach of the terms hereof or the Rules & Regulations for ambulance service adopted by the TOWN.

(C.) In the event that the TOWN or PVAC determines not to negotiate or offer a new contract at the end of the term hereof, the party making such determination will make a good faith effort to inform the other of such decision within a reasonable amount of time after such decision has been reached. Provided, that nothing herein shall be construed as imposing any legal obligation on either party to enter into any additional or further contracts beyond the term hereof, nor shall either party be entitled to money damages based upon a claim of failure to give notice hereunder.

(2.) GENERAL AMBULANCE SERVICE.

(A.) PVAC shall furnish general ambulance service within the area of the TOWN lying north of the northerly boundary line of the "Garrison Fire Protection District of the TOWN of Philipstown". More particularly, PVAC shall at all times during the term hereof be subject to call for ambulance service by anyone for any person or persons residing or found within the aforesaid area.

(B.) When mutual aid ambulance service is requested over the County 911 system, PVAC shall respond to and render such general ambulance service without delay and with suitable equipment and personnel. However, other than County 911 mutual aid, PVAC shall not

enter into any contracts for ambulance service or mutual aid rendered by PVAC for more than thirty (30) days' duration without the prior written consent of the TOWN.

(C.) Upon execution of this Agreement, PVAC shall furnish the TOWN with certificates certifying that it is a New York State Certified ambulance service and has complied with all of the laws of the State of New York regarding the training of personnel. PVAC shall provide the equipment, ambulances, and qualified personnel necessary to furnish general ambulance service hereunder.

(3.) EMERGENCY MEDICAL SERVICE VEHICLES & EQUIPMENT.

(A.) Upon execution of this Agreement PVAC will provide the Town with a list of ambulance vehicles titled to PVAC including the model, make, year and VIN number of each such vehicle. In the event that PVAC acquires any new vehicles during the term hereof, PVAC shall promptly update the said list and provide it to the TOWN.

(B.) In light of the contract payments made hereunder to PVAC by the TOWN, in the event that PVAC ceases to operate as a volunteer ambulance corps, the TOWN shall have a right of first refusal to purchase any vehicles titled to PVAC during the term hereof for ONE AND 00/100 DOLLAR (\$1.00). The said right of first refusal on any vehicles titled to PVAC during the term hereof shall survive the expiration of the term of this contract and shall continue for as long as PVAC retains title to the said vehicles. Provided, however, in the event that PVAC acquires or has previously acquired vehicles with funds or by other means other than purchase with funds paid under contracts with the TOWN (i.e., compensation and/or additional compensation), such vehicles shall not be subject to the said right of first refusal.

(C.) In the event that the TOWN exercises its right to purchase a vehicle under the aforesaid right of first refusal, the TOWN shall assume any existing debt on the vehicles being purchased.

(D.) The TOWN and GVAC agree and acknowledge that the right of first refusal set forth herein is not superior to the lien of any financing to be obtained by PVAC to acquire a vehicle.

(E.) In the event that PVAC sells or otherwise disposes of any vehicles titled to PVAC during the term hereof, PVAC shall provide written notice to the TOWN no later than thirty (30) days after the date of such sale or disposition of the vehicle.

(F.) PVAC shall be responsible for storing, maintaining, repairing, and conducting regular inspections of all ambulances, emergency vehicles, equipment and apparatus used in providing general ambulance service hereunder.

(4.) INSURANCE.

(A.) PVAC shall secure and keep in effect policies of automobile liability insurance on all ambulances and emergency vehicles titled to PVAC in amounts of not less than \$1,000,000/\$3,000,000 on which policies the TOWN shall be listed as an additional named insured and shall be entitled to no less than thirty (30) days' prior written notice of any lapse or cancellation of such policy. A certificate of such insurance shall be provided by PVAC to the TOWN prior to PVAC entering into performance of its obligations hereunder which shall list the TOWN as an additional named insured and shall include a provision for notification of the TOWN of any cancellations, amendments or lapses in payment of premiums.

(B.) PVAC shall secure and keep in effect a Commercial General Liability Insurance policy (also known as Emergency Service Liability Coverage) with limits of no less than

\$1,000,000. The TOWN, including its officers, employees, agents and servants, shall be listed as a named additional insured on such policy and shall be entitled to no less than thirty (30) days' prior written notice of any lapse or cancellation of such policy. A certificate of such insurance shall be provided to the TOWN prior to PVAC entering into performance of its obligations hereunder which shall list the TOWN, including its officers, employees, agents and servants (by title), as a named additional insured and shall include a provision for the aforesaid notification of the TOWN of any cancellations, amendments or lapses in payment of premiums any lapse or cancellation of such policy.

(C.) PVAC shall secure and keep in effect Volunteer Ambulance Workers Benefit Coverage throughout the term hereof on which the TOWN shall be entitled to no less than thirty (30) days' prior written notice of any lapse or cancellation of such policy. It is agreed that the policy satisfies the Town's obligation to provide VAWBL benefits and thereby inures also to the benefit of the Town. A certificate of such insurance shall be provided to the TOWN prior to PVAC entering into performance of its obligations hereunder which shall list the TOWN as an additional named insured and shall include a provision for the aforesaid notification of the TOWN of any cancellations, amendments or lapses in payment of premiums any lapse or cancellation of such policy.

(5.) AMBULANCE SERVICE RULES & REGULATIONS.

(A.) Pursuant to General Municipal Law §122-b(2), the TOWN has formulated and adopted rules and regulations for the provision of municipal ambulance service. A copy of the current Ambulance Service Rules and Regulations is attached hereto as Schedule "A."

(B.) In addition to its Standard Operating Procedures or Guidelines and its By-laws, during the term hereof PVAC shall strictly adhere to the said Ambulance Service Rules and

Regulations, and any officer, member, employee or agent of PVAC violating such rules and regulations shall be subject to appropriate disciplinary action by PVAC.

(C.) During the term hereof, PVAC shall provide a copy of the TOWN's Ambulance Service Rules and Regulations to all of its members, and shall secure written acknowledgement of receipt of the same from each of its members and shall provide a copy of such acknowledgment to the TOWN within thirty (30) days after the date of its approval of this Agreement. Further, all persons becoming members of PVAC subsequent to the date hereof shall be provided by PVAC with a copy of the TOWN's Ambulance Service Rules and Regulations and PVAC shall provide a written acknowledgement of receipt of the same to the TOWN within thirty (30) days after the date of the new member's admittance to PVAC.

(D) Additionally, PVAC shall provide legally compliant sexual harassment training to its members, officers and directors on an annual basis and shall maintain a sexual harassment policy which substantially complies with the New York State Model Policy. PVAC shall ensure that any contractors upon PVAC's premises shall similarly agree to comply with such model rules.

(6.) OFFICERS & DIRECTORS OF PVAC.

Contemporaneous with execution of this Agreement PVAC shall provide the TOWN with a list of all officers and directors of PVAC. In the event that any changes in officers and directors of PVAC occurs during the term hereof, PVAC shall promptly advise the TOWN of the same in writing.

(7.) COMPENSATION TO PVAC FOR SERVICES RENDERED.

(A.) For full and faithful performance of its obligations hereunder, PVAC shall, for the term of this Agreement, be entitled to receive a payment of \$336,000 plus the "additional compensation" listed below in this Agreement.

(B.) The TOWN hereby assumes the obligation of PVAC's patients who are documented residents of the TOWN to pay co-payments for ambulance service rendered under this Agreement to the extent set forth herein. All other patients of PVAC shall remain obligated to pay such co-payments as may be due and owing. The co-payment amount, provided by the TOWN and accepted by PVAC as payment in full of the said co-payment obligation for the term of this Agreement is \$9,000. The TOWN and PVAC have made reasonable attempts to calculate the potential co-payments and have arrived at this figure as a reasonable and accurate estimate of the annual amount of the same. The TOWN shall have no obligation whatsoever to pay co-payments for any residents except as set forth above; nor shall the provisions of this paragraph be interpreted as imposing any obligation on the TOWN to pay any amounts for co-payments above and beyond the dollar figure listed herein.

(C.) Except as provided below in regard to additional compensation through billing, all amounts due to PVAC as compensation under this Agreement shall be paid quarterly and such payments shall be due no later than the last day of the quarter for which it is due. Provided, however, that:

(i.) Notwithstanding that payments for compensation and co-payments are due on a quarterly basis, as a voluntary accommodation to PVAC, the Town shall provide PVAC with an advance payment of 75% of the said contract payments (i.e., \$258,750) within thirty (30)

days of execution of this Agreement by all parties and the remaining 25% (\$86,250) no later than July 31, 2021; and

(ii.) The TOWN shall not be obligated to make payment of the same unless and until the TOWN receives the tax monies levied upon real property within the TOWN; and

(iii.) The TOWN shall not be required to make payment in multiples of less than \$100.00, save at the option of the TOWN.

(D.) In the event that this Agreement is terminated by either party prior to the end of the term hereof, PVAC shall be entitled to retain only the amount of the payment received equal to the corresponding amount of the quarterly payment(s) due at the time of termination and in regard to the quarter in which the notice of termination was issued PVAC shall be entitled to receive a portion of the contract payment due for such quarter pro rata based on the number of days that have elapsed in such quarter when the notice was issued, including outstanding amounts and if possible, forgiven amounts.

(E.) For purely informational purposes, PVAC shall advise the TOWN in writing no later than October 1st of the total amount of all funds received by PVAC since October 1st of the prior year from sources other than contract payments and billing funds received under this Agreement, (such as fundraising, donations, and in-kind donations of goods, equipment, and vehicles).

(8.) BILLING FOR EMS FEES; ADDITIONAL COMPENSATION.

(A.) The TOWN has adopted a schedule of fees pursuant to General Municipal Law §122-b(2) to be charged to persons receiving EMS services from the TOWN, a copy of which is attached as Schedule "B."

(B.) PVAC shall enter into a contract with an Emergency Medical Service ("EMS") billing company during the term hereof, subject to approval by the TOWN which shall not be unreasonably be withheld.

(C.) PVAC shall issue bills through the said billing company for all ambulance and EMS services it provides for the TOWN in accordance with the TOWN's schedule of fees. In issuing such bills, PVAC shall use its Medicare Provider Identification Number.

(D.) PVAC shall render biannual (i.e., June 30 and December 31) reports to the TOWN as to the total amounts for the said periods of all of the invoices issued by the said billing company and all receipts of payment on the invoices.

(E.) PVAC's compensation under this Agreement shall include retention of all payments received on bills for service rendered by PVAC under this Agreement (i.e., "additional compensation"). Provided, however, that the TOWN shall have no obligation to make any payments to PVAC for "additional compensation" above and beyond the payment amounts received on such billing, and, further, the TOWN shall have no obligation to make any efforts or incur any expenses to collect upon any bills.

(F.) In the event that this Agreement is terminated by either party prior to the end of the term hereof, PVAC shall be entitled to retain as additional compensation any payments received upon bills issued for services rendered before or on the date of the notice of termination.

(9.) INDEMNITY.

PVAC shall indemnify and hold harmless the TOWN, its officers, employees, agents and servants from and against any and all liability, claims, losses, costs, or damages on account of injury to persons or property arising from the alleged negligence or other tortious conduct on the

part of PVAC, its officers, members, employees, agents, servants, licensees or sub-contractors arising from performance under this Agreement.

(10.) INDEPENDENT CONTRACTOR.

It is understood and agreed that in carrying out the provisions of this Agreement PVAC is acting as an independent contractor and is not subject to any direction or control in any manner by the TOWN except as expressly conferred by law and the Ambulance Service Rules & Regulations. Provided, however, that the manner of use of vehicles, equipment and apparatus in the course of rendering general ambulance service and EMS service shall be the sole responsibility of and shall be formulated exclusively by PVAC.

(11.) COMPLETE UNDERSTANDING.

This Agreement, including the attached schedules, constitutes the entire understanding among the parties and supersedes and replaces in all respects any and all prior contracts, agreements and/or understandings, whether formal or informal, oral or written, among the parties with respect to the subject matter hereof. This Agreement may only be amended, modified or terminated by a writing signed by all parties hereto.

(12.) MISCELLANEOUS.

(A.) Neither this Agreement nor any rights and obligations contained herein may be assigned by PVAC.

(B.) This Agreement shall be governed by the laws of the State of New York. Venue for any legal disputes arising hereunder shall be New York State Supreme Court, Putnam County.

(C.) The TOWN represents to PVAC that the execution of this Agreement by the Supervisor of the TOWN has been duly authorized by a resolution of the Town Board.

(D.) PVAC represents to the TOWN that the execution of this Agreement by the President of PVAC has been duly authorized by a resolution of the Board of Directors of PVAC.

(E.) This Agreement may be signed in counterparts, with each such counterpart being deemed an original and having that same force and validity as an original signed document.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

TOWN OF PHILIPSTOWN

By: _____
Richard Shea, Supervisor
Authorized by Resolution of the Town Board dated March ____, 2021

PHILIPSTOWN VOLUNTEER AMBULANCE CORPS INC.,

By: _____
Authorized by Vote of the Philipstown Volunteer Ambulance Corps Inc.,
dated March ____, 2021

Town of Philipstown Ambulance Service: PVAC Schedule of Fees

<u>Description of Service</u>	<u>Medicare Rate</u>	<u>Non-Medicare Rate</u>
Basic Life Support Emergency	*	\$887.86
Intercept with EMSTAR	*	\$1,413.16
Lift Assist	*	\$33.99
Refusing Medical Aid ("RMA")	*	\$33.99
Mileage	*	\$21.63

*** = Medicare pays 80% of Non-Medicare Rates.**

TOWN OF PHILIPSTOWN - RULES & REGULATIONS
FOR MUNICIPAL AMBULANCE SERVICE

1. Filing of Operating Procedures or Guidelines. A copy of the Standard Operating Procedures or Guidelines of any Volunteer Ambulance Corps providing general ambulance service to the Town of Philipstown, including a statement of the Corps' current officers, shall be filed with the Town Clerk and shall be regularly updated as to any changes.
2. A list of the names of all members of any Volunteer Ambulance Corps which will be providing general ambulance service for the Town shall be filed with the Town Clerk and shall be regularly updated as to any changes in membership.
3. Volunteer Ambulance Corps shall submit a letter certifying that all of their drivers of ambulances or other emergency vehicles have current and valid drivers' licenses for operation of the same. In the event of any change in such circumstances pertaining to them, Volunteer Ambulance Corps shall promptly advise the Town of the same.
4. Any Volunteer Ambulance Corps¹ which will be providing general ambulance service for the Town shall immediately enroll in the New York State Department of Motor Vehicles License Event Notification Service ("LENS").
5. In regard to any ambulances or other emergency service vehicles used by the Volunteer Ambulance Corps to provide general ambulance service for the Town, such corps must provide the following vehicle maintenance.
 - (a) Maintain such vehicles and a good and operational condition;
 - (b) Arrange for regular inspections of all vehicles for damage, malfunction, regular maintenance, etc.;
 - (c) Arrange for regular washing and cleaning of all vehicles to maintain them in a clean and sanitary condition.
 - (d) Report to the Town Board any automobile accidents or damage to such vehicles;
 - (e) Report to the Town Board any need for replacement of significant, non-routine, no-preventative repairs to such vehicles.

¹ It being understood that each Ambulance Corps can control only its own actions, and that there shall be no duty or obligation to request, instruct or otherwise obtain compliance of any other Ambulance Corps with these Rules & Regulations.

6. In regard to any ambulances or other emergency vehicles furnished by the Town to any Volunteer Ambulance Corps which will be providing general ambulance service for the Town, there shall be no use of ambulances or other emergency vehicles for any purpose other than providing emergency medical service, legitimate corporate purposes ancillary thereto (e.g., driver training, fundraising, funerals, parades, trips for meals while on-duty, etc.,) and operation of vehicles for purposes of repair, maintenance or cleaning.
7. For all Volunteer Ambulance Corps providing general ambulance service for the Town, all members of such corps shall adhere to following rules of personal conduct:
 - (a) When on duty or acting in any official capacity there shall be no consumption of alcohol, illegal drugs, or any intoxicant whatsoever which might substantially impair the individual's ability to perform his or her duties.
 - (b) When on duty there shall be no use of tobacco products.
 - (c) When on duty and interacting with the public, there shall be no use of epithets regarding race, sex or creed, and all members shall speak in a polite manner to members of the public as is appropriate under the circumstances.
 - (d) All members shall maintain a neat, clean and professional appearance under the prevailing circumstances in conformity with the industry standard for emergency medical service personnel.
8. Billing. All information and reports needed for billing for ambulance service for the Town shall be timely provided to the Town Clerk and such billing agency as the Volunteer Ambulance Service may retain.

- Adopted by Resolution of the Town Board
dated March , 2021

AGREEMENT BETWEEN THE TOWN OF PHILIPSTOWN AND THE GARRISON
VOLUNTEER AMBULANCE CORPS, INC.,
FOR MUNICIPAL AMBULANCE SERVICE.

This AGREEMENT, effective as of the 1st day of January, 2021, by and between the TOWN OF PHILIPSTOWN, a Municipal Corporation having its offices at 238 Main Street, P.O. Box 155, Cold Spring, New York 10516, (herein after referred to as the "TOWN"), and the GARRISON VOLUNTEER AMBULANCE CORPS, INC., a not-for profit corporation in the State of New York with an office at P.O. Box 121, Garrison, New York 10524, (hereinafter referred to as "GVAC", provides as follows:

WHEREAS, the TOWN is a municipal corporation duly organized and existing under the laws of the State of New York; and

WHEREAS, heretofore the TOWN has undertaken to provide general ambulance service within the TOWN to residents and non-residents, and

WHEREAS, New York State General Municipal Law §122-b states that in providing general ambulance service the TOWN may contract with one or more organizations having sufficient trained and experienced personnel for operation, maintenance and repair of such ambulance vehicles and for the furnishing of prehospital emergency treatment on behalf of the TOWN; and

WHEREAS, GVAC is organized under the laws of the State of New York as a volunteer ambulance corps, and since 1974 has been furnishing emergency ambulance service to various areas and residents of the TOWN; and

WHEREAS, GVAC has sufficient trained and experienced personnel for operation of ambulance vehicles and provision of EMS service; and

WHEREAS, GVAC has provided general ambulance service on behalf of the TOWN for many years in return for contract payments; and

WHEREAS, GVAC has used funds received from the TOWN to purchase ambulances and other vehicles to be used in providing ambulance service for the TOWN; and

WHEREAS, in addition to contract payments, the TOWN has permitted GVAC to bill for general ambulance service and to retain the proceeds of such billing as additional compensation; and

WHEREAS, pursuant to the provisions of General Municipal Law Section 122-b, the TOWN wishes to contract with GVAC for the provision of general ambulance service within the TOWN for the term hereof; and

WHEREAS, the TOWN further wishes to establish a schedule of fees for municipal ambulance service within the TOWN in accordance with General Municipal Law Section 122-b; and

WHEREAS, in entering into this Agreement with GVAC, the TOWN wishes to assume the obligation of GVAC's patients who are documented residents of the TOWN to pay co-payments for ambulance service rendered under this Agreement in the fixed and limited amount set forth herein as an agreed upon lump sum payment of the reasonable and accurate estimate of the total annual amount of such co-payments; and

WHEREAS, GVAC is willing to enter into a contract with the TOWN for provision of general ambulance service for the TOWN on the terms and conditions set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

(1.) TERM.

(A.) The term of this Agreement shall be January 1, 2021 through December 31, 2021.

(B.) Either party to this Agreement may cancel and terminate this Agreement for cause on not less than sixty (60) days' written notice to the other party mailed to the address listed above by certified mail return receipt requested. For purposes of this Agreement "cause" shall mean any material breach of the terms hereof or the Rules & Regulations for ambulance service adopted by the TOWN.

(C.) In the event that the TOWN or GVAC determines not to negotiate or offer a new contract at the end of the term hereof, the party making such determination will make a good faith effort to inform the other of such decision within a reasonable amount of time after such decision has been reached. Provided, that nothing herein shall be construed as imposing any legal obligation on either party to enter into any additional or further contracts beyond the term hereof, nor shall either party be entitled to money damages based upon a claim of failure to give notice hereunder.

(2.) GENERAL AMBULANCE SERVICE.

(A.) GVAC shall furnish general ambulance services within the area of the TOWN lying south of the northerly boundary line of the "Garrison Fire Protection District of the Town of Philipstown". More particularly, GVAC shall at all times during the term hereof be subject to call for ambulance service by anyone for any person or persons residing or found within the aforesaid area.

(B.) When mutual aid ambulance service is requested over the County 911 system, GVAC shall respond to and render such general ambulance service without delay and with suitable equipment and personnel. However, other than County 911 mutual aid, GVAC shall

not enter into any contracts for ambulance service or mutual aid rendered by GVAC for more than thirty (30) days' duration without the prior written consent of the TOWN.

(C.) Upon execution of this Agreement, GVAC shall furnish the TOWN with certificates certifying that it is a New York State Certified Ambulance Service and has complied with all of the laws of the State of New York regarding the training of personnel. GVAC shall provide the equipment, ambulances, and qualified personnel necessary to furnish general ambulance service hereunder.

(3.) EMERGENCY MEDICAL SERVICE VEHICLES & EQUIPMENT.

(A.) Upon execution of this Agreement GVAC will provide the TOWN with a list of ambulance vehicles titled to GVAC including the model, make, year and VIN number of each such vehicle. In the event that GVAC acquires any new vehicles during the term hereof, GVAC shall promptly update the said list and provide it to the TOWN.

(B.) In light of the contract payments made hereunder to GVAC by the TOWN, in the event that GVAC ceases to operate as a not-for-profit ambulance corps the TOWN shall have a right of first refusal to purchase any vehicles titled to GVAC during the term hereof for ONE AND 00/100 DOLLAR (\$1.00). The said right of first refusal on any vehicles titled to GVAC during the term hereof shall survive the expiration of the term of this contract and shall continue for as long as GVAC retains title to the said vehicles. Provided, however, in the event that GVAC acquires or has previously acquired vehicles with funds or by other means other than purchase with funds paid under contracts with the TOWN (i.e., compensation and additional compensation), such vehicles shall not be subject to the said right of first refusal.

(C.) In the event that the TOWN exercises its right to purchase a vehicle under the aforesaid right of first refusal, the TOWN shall assume any existing debt on the vehicles being purchased.

(D.) The TOWN and GVAC agree and acknowledge that the right of first refusal set forth herein is not superior to the lien of any financing to be obtained by GVAC to acquire a vehicle.

(E.) In the event that GVAC sells or otherwise disposes of any vehicles titled to GVAC during the term hereof, GVAC shall provide written notice to the TOWN no later than thirty (30) days after the date of such sale or disposition of the vehicle.

(F.) GVAC shall be responsible for storing, maintaining, repairing, and conducting regular inspections of all ambulances, emergency vehicles, equipment and apparatus used in providing general ambulance service hereunder.

(4.) INSURANCE.

(A.) GVAC shall secure and keep in effect policies of automobile liability insurance on all ambulances and emergency vehicles titled to GVAC in amounts of not less than \$1,000,000/\$3,000,000 on which policies the TOWN shall be listed as an additional named insured and shall be entitled to no less than thirty (30) days' prior written notice of any lapse or cancellation of such policy. A certificate of such insurance shall be provided by GVAC to the TOWN prior to GVAC entering into performance of its obligations hereunder which shall list the TOWN as an additional named insured and shall include a provision for notification of the TOWN of any cancellations, amendments or lapses in payment of premiums.

(B.) GVAC shall secure and keep in effect a Commercial General Liability Insurance policy (also known as Emergency Service Liability Coverage) with limits of no less than

\$1,000,000. The TOWN, including its officers, employees, agents and servants, shall be listed as a named additional insured on such policy and shall be entitled to no less than thirty (30) days' prior written notice of any lapse or cancellation of such policy. A certificate of such insurance shall be provided to the TOWN prior to GVAC entering into performance of its obligations hereunder which shall list the TOWN, including its officers, employees, agents and servants (by title), as a named additional insured and shall include a provision for the aforesaid notification of the TOWN of any cancellations, amendments or lapses in payment of premiums any lapse or cancellation of such policy.

(C.) GVAC shall secure and keep in effect Volunteer Ambulance Workers Benefit Coverage throughout the term hereof on which the TOWN and shall be entitled to no less than thirty (30) days' prior written notice of any lapse or cancellation of such policy. It is agreed that the policy satisfies the Town's obligation to provide VAWBL benefits and thereby inures also to the benefit of the Town. A certificate of such insurance shall be provided to the TOWN prior to GVAC entering into performance of its obligations hereunder which shall list the TOWN as an additional named insured and shall include a provision for the aforesaid notification of the TOWN of any cancellations, amendments or lapses in payment of premiums any lapse or cancellation of such policy.

(5.) AMBULANCE SERVICE RULES & REGULATIONS.

(A.) Pursuant to General Municipal Law §122-b(2), the TOWN has formulated and adopted rules and regulations for the provision of municipal Ambulance Service. A copy of the current District Rules and Regulations is attached hereto as Schedule "A."

(B.) In addition to its Standard Operating Procedures or Guidelines and its By-laws, during the term hereof GVAC shall strictly adhere to the said Ambulance Service Rules and

Regulations, and any officer, member, employee or agent of GVAC violating such rules and regulations shall be subject to appropriate disciplinary action by GVAC.

(C.) During the term hereof, GVAC shall provide a copy of the TOWN's Ambulance Service Rules & Regulations to all of its members, and shall secure written acknowledgement of receipt of the same from each of its members and shall provide a copy of such acknowledgment to the TOWN within thirty (30) days after the date of its approval of this Agreement. Further, all persons becoming members of GVAC subsequent to the date hereof shall be provided by GVAC with a copy of the TOWN's Ambulance Service Rules & Regulations and GVAC shall provide a written acknowledgement of receipt of the same to the TOWN within thirty (30) days after the date of the new member's admittance to GVAC.

(D) Additionally, GVAC shall provide legally compliant sexual harassment training to its members, officers and directors on an annual basis and shall maintain a sexual harassment policy which substantially complies with the New York State Model Policy. GVAC shall ensure that any contractors upon GVAC's premises shall similarly agree to comply with such model rules.

(6.) OFFICERS & DIRECTORS OF GVAC.

Contemporaneous with execution of this Agreement GVAC shall provide the TOWN with a list of all officers and directors of GVAC. In the event that any changes in officers and directors of GVAC occurs during the term hereof, GVAC shall promptly advise the TOWN of the same in writing.

(7.) COMPENSATION TO GVAC FOR SERVICES RENDERED.

(A.) For full and faithful performance of its obligations hereunder, GVAC shall, for the term of this Agreement, be entitled to receive a payment of \$242,500 plus the "additional compensation" listed below in this Agreement.

(B.) The TOWN hereby assumes the obligation of GVAC's patients who are documented residents of the TOWN to pay co-payments for ambulance service rendered under this Agreement to the extent set forth herein. All other patients of GVAC shall remain obligated to pay such co-payments as may be due and owing. The co-payment amount, provided by the TOWN and accepted by GVAC as payment in full of the said co-payment obligation for the term of this Agreement is \$7,500. The TOWN and GVAC have made reasonable attempts to calculate the potential co-payments and have arrived at this figure as a reasonable and accurate estimate of the annual amount of the same. The TOWN shall have no obligation whatsoever to pay co-payments for any residents except as set forth above; nor shall the provisions of this paragraph be interpreted as imposing any obligation on the TOWN to pay any amounts for co-payments above and beyond the dollar figure listed herein.

(C.) Except as provided below in regard to additional compensation through billing, all amounts due to GVAC as compensation under this Agreement shall be paid quarterly and such payments shall be due no later than the last day of the quarter for which it is due. Provided, however, that:

(i.) Notwithstanding that payments for compensation and co-payments are due on a quarterly basis, as a voluntary accommodation to GVAC, the Town shall provide GVAC with an advance payment of 75% of the said contract payments (i.e., \$187,500) within thirty (30)

days of execution of this Agreement by all parties and the remaining 25% (\$62,500) no later than July 31, 2021; and

(ii.) The TOWN shall not be obligated to make payment of the same unless and until the TOWN receives the tax monies levied upon real property within the TOWN; and

(iii.) The TOWN shall not be required to make payment in multiples of less than \$100.00, save at the option of the TOWN.

(D.) In the event that this Agreement is terminated by either party prior to the end of the term hereof, GVAC shall be entitled to retain only the amount of the payment received equal to the corresponding amount of the quarterly payment(s) due at the time of termination and, in regard to the quarter in which the notice was issued, GVAC shall be entitled to receive a portion of the contract payment due for such quarter pro rata based on the number of days that have elapsed in such quarter when the notice was issued.

(E.) For purely informational purposes, GVAC shall advise the TOWN in writing no later than October 1st of the total amount of all funds received by GVAC since October 1st of the prior year from sources other than contract payments and billing funds received under this Agreement (such as fundraising, donations, and in-kind donations of goods, equipment and vehicles).

(8.) BILLING FOR EMS FEES; ADDITIONAL COMPENSATION.

(A.) The TOWN has adopted a schedule of fees pursuant to General Municipal Law §122-b(2) to be charged to persons receiving EMS services from the TOWN, a copy of which is attached as Schedule "B."

(B.) GVAC shall enter into a contract with an Emergency Medical Service ("EMS") billing company during the term hereof, subject to approval by the TOWN which shall not be unreasonably withheld.

(C.) GVAC shall issue bills through the said billing company for all ambulance and EMS services it provides for the TOWN in accordance with the TOWN's schedule of fees. In issuing such bills, GVAC shall use its Medicare Provider Identification Number.

(D.) GVAC shall render biannual (i.e., June 30 and December 31) reports to the TOWN as to the total amounts for the said periods of all of the invoices issued by the said billing company and all receipts of payment on the invoices, including outstanding amounts and if possible, forgiven amounts.

(E.) GVAC's compensation under this Agreement shall include retention of all payments received on bills for services rendered by GVAC under this Agreement (i.e., "additional compensation"). Provided, however, that the TOWN shall have no obligation to make any payments to GVAC for "additional compensation" above and beyond the payment amounts received on such billing, and, further, the TOWN shall have no obligation to make any efforts or incur any expenses to collect upon any bills.

(F.) In the event that this Agreement is terminated by either party prior to the end of the term hereof, GVAC shall be entitled to retain as additional compensation any payments received upon bills issued for services rendered on or before the date of the notice of termination.

(9.) INDEMNITY.

GVAC shall indemnify and hold harmless the TOWN, its officers, employees, agents and servants from and against any and all liability, claims, losses, costs, or damages on account of injury to persons or property arising from the alleged negligence or other tortious conduct on the

part of GVAC, its officers, members, employees, agents, servants, licensees or sub-contractors arising from performance under this Agreement.

(10.) INDEPENDENT CONTRACTOR.

It is understood and agreed that in carrying out the provisions of this Agreement GVAC is acting as an independent contractor and is not subject to any direction or control in any manner by the TOWN except as expressly conferred by law and the Ambulance Service Rules & Regulations. Provided, however, that the manner of use of vehicles, equipment and apparatus in the course of rendering general ambulance service and EMS service shall be the sole responsibility of and shall be formulated exclusively by GVAC.

(11.) COMPLETE UNDERSTANDING.

This Agreement, including the attached schedules, constitutes the entire understanding among the parties and supersedes and replaces in all respects any and all prior contracts, agreements and/or understandings, whether formal or informal, oral or written, among the parties with respect to the subject matter hereof. This Agreement may only be amended, modified or terminated by a writing signed by all parties hereto.

(12.) MISCELLANEOUS.

(A.) Neither this Agreement nor any rights and obligations contained herein may be assigned by GVAC.

(B.) This Agreement shall be governed by the laws of the State of New York. Venue for any legal disputes arising hereunder shall be New York State Supreme Court, Putnam County.

(C.) The TOWN represents to GVAC that the execution of this Agreement by the Supervisor of the TOWN has been duly authorized by a resolution of the Town Board.

(D.) GVAC represents to the TOWN that the execution of this Agreement by the President of GVAC has been duly authorized by a resolution of the Board of Directors of GVAC.

(E.) This Agreement may be signed in counterparts, with each such counterpart being deemed an original and having that same force and validity as an original signed document.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

TOWN OF PHILIPSTOWN

By: _____

Richard Shea, Supervisor

Authorized by Resolution of the Town Board dated March __, 2021

GARRISON VOLUNTEER AMBULANCE CORPS, INC.,

By: _____

Authorized by Vote of the Garrison Volunteer Ambulance Corps, Inc., dated March __, 2021

Garrison Volunteer Ambulance Corp.
Town of Philipstown Ambulance Service: Schedule of Fees

<u>Description of Service</u> <u>Rate</u>	<u>Medicare Rate</u>	<u>Non-Medicare</u>
Basic Life Support Emergency	*	\$ 925
Advanced Life Support Emergency	*	\$1,075
Advanced Life Support Emergency Level 2	*	\$1,225
Advanced Life Support RMA (Refusing Medical Aid)	*	
Advanced Life Support Assist	*	\$1,075
Intercept Advanced Life Support II	*	\$1,225
Mileage	*	\$15.5

*** = Medicare pays 80% of Non-Medicare Rates.**

TOWN OF PHILIPSTOWN - RULES & REGULATIONS
FOR MUNICIPAL AMBULANCE SERVICE

1. Filing of Operating Procedures or Guidelines. A copy of the Standard Operating Procedures or Guidelines of any Volunteer Ambulance Corps providing general ambulance service to the Town of Philipstown, including a statement of the Corps' current officers, shall be filed with the Town Clerk and shall be regularly updated as to any changes.
2. A list of the names of all members of any Volunteer Ambulance Corps which will be providing general ambulance service for the Town shall be filed with the Town Clerk and shall be regularly updated as to any changes in membership.
3. Volunteer Ambulance Corps shall submit a letter certifying that all of their drivers of ambulances or other emergency vehicles have current and valid drivers' licenses for operation of the same. In the event of any change in such circumstances pertaining to them, Volunteer Ambulance Corps shall promptly advise the Town of the same.
4. Any Volunteer Ambulance Corps¹ which will be providing general ambulance service for the Town shall immediately enroll in the New York State Department of Motor Vehicles License Event Notification Service ("LENS").
5. In regard to any ambulances or other emergency service vehicles used by the Volunteer Ambulance Corps to provide general ambulance service for the Town, such corps must provide the following vehicle maintenance.
 - (a) Maintain such vehicles and a good and operational condition;
 - (b) Arrange for regular inspections of all vehicles for damage, malfunction, regular maintenance, etc.;
 - (c) Arrange for regular washing and cleaning of all vehicles to maintain them in a clean and sanitary condition.
 - (d) Report to the Town Board any automobile accidents or damage to such vehicles;
 - (e) Report to the Town Board any need for replacement of significant, non-routine, no-preventative repairs to such vehicles.

¹ It being understood that each Ambulance Corps can control only its own actions, and that there shall be no duty or obligation to request, instruct or otherwise obtain compliance of any other Ambulance Corps with these Rules & Regulations.

6. In regard to any ambulances or other emergency vehicles furnished by the Town to any Volunteer Ambulance Corps which will be providing general ambulance service for the Town, there shall be no use of ambulances or other emergency vehicles for any purpose other than providing emergency medical service, legitimate corporate purposes ancillary thereto (e.g., driver training, fundraising, funerals, parades, trips for meals while on-duty, etc.,) and operation of vehicles for purposes of repair, maintenance or cleaning.

7. For all Volunteer Ambulance Corps providing general ambulance service for the Town, all members of such corps shall adhere to following rules of personal conduct:
 - (a) When on duty or acting in any official capacity there shall be no consumption of alcohol, illegal drugs, or any intoxicant whatsoever which might substantially impair the individual's ability to perform his or her duties.
 - (b) When on duty there shall be no use of tobacco products.
 - (c) When on duty and interacting with the public, there shall be no use of epithets regarding race, sex or creed, and all members shall speak in a polite manner to members of the public as is appropriate under the circumstances.
 - (d) All members shall maintain a neat, clean and professional appearance under the prevailing circumstances in conformity with the industry standard for emergency medical service personnel.

8. Billing. All information and reports needed for billing for ambulance service for the Town shall be timely provided to the Town Clerk and such billing agency as the Volunteer Ambulance Service may retain.

- Adopted by Resolution of the Town Board
dated March , 2021

RESOLUTION # -2021

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

RESOLVED, that the Town Board hereby authorizes Highway Superintendent Carl Frisenda to finance the 2 new Dodge trucks through KS State Bank .



Baystone Government Finance

March 10, 2021

FORMAL PROPOSAL

OBLIGOR: TOWN OF PHILIPSTOWN

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the four (4) year, and five (5) year terms.

EQUIPMENT: TWO (2) NEW TRUCKS

OPTION 1

Acquisition Cost:	\$162,902.60	Term:	Four (4) years	First Payment Due:	At Closing
Down Payment:	\$ 0.00	Payment Mode:	Annual in Advance	Payment Amount:	\$42,470.15
Trade In:	\$ 0.00	Interest Rate:	2.870%		
Principal Balance:	\$162,902.60	Rate Factor:	0.260709		

OPTION 2

Acquisition Cost:	\$162,902.60	Term:	Five (5) years	First Payment Due:	At Closing
Down Payment:	\$ 0.00	Payment Mode:	Annual in Advance	Payment Amount:	\$34,456.40
Trade In:	\$ 0.00	Interest Rate:	2.880%		
Principal Balance:	\$162,902.60	Rate Factor:	0.211515		

- **This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.**
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.
- This transaction must be credit approved, all documents properly executed and returned to Baystone Government Finance and the transaction funded on ALL proposals on or before April 9, 2021. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**
- **Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934**

BAYSTONE GOVERNMENT FINANCE

TOWN OF PHILIPSTOWN

Christina Ummel ~ cummel@ksstate.bank
Assistant Vice President

Signature

Title

Date

1010 Westloop Place, Manhattan, KS 66502
800.752.3562 ~ Fax: 785.537.4806



BUSINESS | MUNICIPAL | ENERGY

129 W. Commercial St., Suite 7

East Rochester, NY 14445

Phone: (585) 419-9190 / Fax: (585) 419-9110

www.RealLease.com

March 8, 2021

Town of Philipstown
Attn: Adam Hotaling
50 Fishkill Rd.
Cold Spring, NY 10516

Dear Adam:

Real Lease is pleased to present the following Municipal Lease Purchase Proposal for the Town of Philipstown. The terms and provisions are subject to Lessor's cost and availability of funds, acceptance, and approval of management of Lessor and are pursuant to the following terms and conditions.

LESSOR:	ROC Leasing, LLC dba Real Lease its affiliates, assigns or nominees
LESSEE:	Town of Philipstown
EQUIPMENT:	Two (2) 2021 RAM 5500 Dump Trucks at \$81,451.30 ea.
EQUIPMENT COST:	It is anticipated that the total cost of the equipment financed will not exceed \$162,902.60.
PAYMENT OPTION #1:	Four (4) annual payments of \$42,979.60 each, in advance. Current municipal rate is 3.71%.
PAYMENT OPTION #2:	Five (5) annual payments of \$34,996.40 each, in advance. Current municipal rate is 3.71%.
OPTION AT LEASE EXPIRATION:	At the lease expiration, the Lessee, shall have the right to purchase the equipment for one dollar (\$1.00), assuming the lease is not in default and all terms and conditions of the lease have been met.

Town of Philipstown

March 8, 2021

Page 2

RATE EXPIRATION:

Signing this proposal does not in itself lock in the rate. This lease must be credit approved, contracts properly signed, and the lease funded by ROC Leasing LLC, dba Real Lease within thirty days from the date of this proposal to protect the rates quoted.

CLOSING COSTS:

There will be no up-front costs of any kind charged by the Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documents.

NET LEASE:

This lease will be a net lease transaction with maintenance and acceptable insurance coverage the responsibility of the Lessee.

We appreciate the opportunity to provide lease financing for your upcoming equipment needs and look forward to working with you in the future. If the foregoing meets with your approval, please sign the acceptance below and return it to me evidencing your acknowledgment of such acceptance. If you should have any questions or would like further information, please do not hesitate to call me at (585) 419-7913.

Very truly yours,

Michael Ruocco

Michael Ruocco
V.P. Sales & Business Development

ACCEPTANCE

We hereby approve the leasing Commitment as presented in the above letter. The foregoing is acknowledged and accepted as of the _____ day of _____, 2021.

Town of Philipstown

BY: _____

TITLE: _____

BY: _____

TITLE: _____

M&T Bank

Understanding what's important®

March 9, 2021

Ms. Maureen Etta
Highway Clerk for Philipstown Highway Dept.
Town of Philipstown
238 Main Street
Cold Spring, NY 10516

Dear Maureen,

Manufacturers and Traders Trust Company ("M&T Bank") is pleased to outline the following financing proposal for the Town of Philipstown.

LESSOR:	M&T Bank (its nominees, assigns or affiliates)	
LESSEE:	Town of Philipstown	
EQUIPMENT & FUNDING AMOUNT:	(2) New Trucks for Highway Department (\$81,902.60 each)	(Approximately) \$162,902.60
FACILITY:	Tax-Exempt Municipal Lease Purchase Agreement	

This will be a non-cancelable, net lease transaction whereby maintenance, insurance, applicable taxes, and all items of a similar nature will be the responsibility of the Lessee. Provisions of the lease will require that Lessor be named Lender/Loss Payee on the insurance coverage.

TERMS & PAYMENT:	Lease Term:	4 or 5 Years
	Closing Date:	September 1, 2021 (estimated)
	First Payment Date:	September 1, 2021 (at closing - other options available)
	Payment Frequency:	Annual (other options available)
	Interest Rate:	4.124% for 4 Year Term
	Payment Schedule:	4.321% for 5 Year Term
		See attached sample Amortization Schedules illustrating first annual payment due at closing, next annual payment due 4/1/2022 and remaining payments annually thereafter. Other structures are available.

1310 West Chester Pike, Havertown, PA 19083
Phone: (610) 449-3944 • Fax: (610) 449-3945

BASIS OF RENTAL FACTORS:	<p>The indicative interest rates in this proposal are based on M&T Bank's applicable Cost of Funds (COF) as of March 8, 2021 for a Bank Qualified transaction. For the 4 year term, the Bank's 3 year COF is used. For the 5 year term, the Bank's 4 year COF is used. Final pricing may change based on fluctuations in Lessor's COF, closing date, tax rates, any changes in tax or other legislation that impact Lessor's pricing and other operating parameters. The actual rate will be fixed three days prior to the closing and may be indexed to this COF at discretion of Lessor.</p> <p>Cost of Funds shall mean the most recent yield on United States Treasury Obligations adjusted to a constant like-term maturity in effect three (3) business days prior to closing date as published by the Board of Governors of the Federal Reserve Statistical Release H.15 (519), or by such other quoting service, index or commonly available source utilized by the Bank, plus the ask side of the like-term swap spread in effect three (3) business days prior to closing date as set forth in Bloomberg, L.P., or by such other quoting service, index or commonly available source utilized by the Bank.</p>
TAX INDEMNIFICATION:	<p><u>New York State</u></p> <p>Lessee will provide to Lessor the appropriate New York State Exempt Organization certificate. This proposal assumes that this transaction qualifies as tax exempt, Bank Qualified pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. Lessor reserves the option to require that Lessee provides bond counsel tax opinion, at Lessee's expense, stating these qualifications. For a financing of this dollar amount and scope, an opinion letter is not expected to be required.</p>
DOCUMENTATION & APPLICABLE FEES:	<p>All documentation will be provided by Lessor and must be satisfactory to all parties. Lessee will pay to Lessor a documentation fee equal to \$250. No acquisition fees, disposition fees or security deposit will be charged to this account.</p>
END OF LEASE OPTIONS:	<p>Provided the Lessee has met all the terms and conditions of the lease agreement, the Lessee at lease expiration will have clear title of equipment upon payment of all amounts due under the lease.</p>
EARLY TERMINATION:	<p>Pursuant to General Municipal Law the lease will allow for early termination for reasons of non-appropriation.</p>
CONDITIONS:	<p>This proposal is <u>For Discussion Purposes Only</u>. The proposed terms and conditions herein are to be set forth more fully in lease documents and subject to review and approval by both Lessor's and Lessee's counsel. This proposal does not constitute an offer, agreement or commitment to lend and are confidential. Final approval, if any, may only be granted upon receipt of all information deemed appropriate by Lessor and in accordance with Lessor's loan, legal and other applicable policies. Lessor will require a Resolution or other form of authorization showing this financing was approved by Lessee. This proposal is subject to Lessor's final credit and investment approval. Lessor takes a general exception to the application of any contract terms and conditions included in any solicitation for quotations. The terms and conditions applicable to the provision of our products and services will be those reflected in those final signed agreements and documents.</p>

Lessee shall have delivered to M&T Bank, sufficiently in advance of closing, all documentation and other information required by the Bank in accordance with all applicable banking laws and regulations in effect from time to time, including, without limitation, the USA PATRIOT Act. Any failure by Lessee or any necessary third party to deliver to the Bank, in a timely manner, any material information requested, or any misrepresentation or inaccuracy with respect to any such information received, or if Bank's due diligence reveals that opening the accounts contemplated herein would potentially violate the Bank's regulatory compliance policies or applicable law, shall permit the Bank, in its sole discretion, to withdraw and/or cancel this proposal without liability, and retain any fees.

ACCEPTANCE AND
EXPIRATION:

The Lessee may acknowledge its approval of this lease proposal by signing and returning this letter. This proposal shall expire in thirty (30) days unless extended by Lessor.

Thank you for allowing us the opportunity to present this proposal. Please contact me at (610) 449-3944 if you have any questions.

Sincerely,



Paul V.W. Black
Vice President – Municipal Leasing
Phone: 610-449-3944
Email: pvblack@mtb.com

PROPOSAL ACCEPTED THIS _____ DAY OF _____, 2021

By: _____
Town of Philipstown

Encl: Sample Amortization Schedules

CC: Tom Murphy – M&T Bank

M&T Bank
- Sample Amortization Schedule -

Town of Philipstown - 4 Year Term

Compound Period: Monthly

Nominal Annual Rate: 4.124 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Lease	09/01/2021	162,902.60	1		
2	Lease Payment	09/01/2021	42,731.11	1		
3	Lease Payment	04/01/2022	42,731.11	3	Annual	04/01/2024

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	09/01/2021				162,902.60
1	09/01/2021	42,731.11	0.00	42,731.11	120,171.49
2021 Totals		42,731.11	0.00	42,731.11	
2	04/01/2022	42,731.11	2,920.90	39,810.21	80,361.28
2022 Totals		42,731.11	2,920.90	39,810.21	
3	04/01/2023	42,731.11	3,377.46	39,353.65	41,007.63
2023 Totals		42,731.11	3,377.46	39,353.65	
4	04/01/2024	42,731.11	1,723.48	41,007.63	0.00
2024 Totals		42,731.11	1,723.48	41,007.63	
Grand Totals		170,924.44	8,021.84	162,902.60	

M&T Bank
- Sample Amortization Schedule -

Town of Philipstown - 5 Year Term

Compound Period: Monthly

Nominal Annual Rate: 4.321 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Lease	09/01/2021	162,902.60	1		
2	Lease Payment	09/01/2021	34,953.95	1		
3	Lease Payment	04/01/2022	34,953.95	4	Annual	04/01/2025

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	09/01/2021				162,902.60
1	09/01/2021	34,953.95	0.00	34,953.95	127,948.65
2021 Totals		34,953.95	0.00	34,953.95	
2	04/01/2022	34,953.95	3,260.10	31,693.85	96,254.80
2022 Totals		34,953.95	3,260.10	31,693.85	
3	04/01/2023	34,953.95	4,242.54	30,711.41	65,543.39
2023 Totals		34,953.95	4,242.54	30,711.41	
4	04/01/2024	34,953.95	2,888.90	32,065.05	33,478.34
2024 Totals		34,953.95	2,888.90	32,065.05	
5	04/01/2025	34,953.95	1,475.61	33,478.34	0.00
2025 Totals		34,953.95	1,475.61	33,478.34	
Grand Totals		174,769.75	11,867.15	162,902.60	

RESOLUTION # -2021

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

RESOLVED, that the Town Board hereby authorizes the furniture purchase request for the Philipstown Justice Court in the total amount of \$5994.81

COURTROOM BENCH CHAIRS

9 @ \$218.99 = \$1,970.91

STORAGE CABINETS FOR BENCH

3 @ \$259.00 = \$777.00

TABLES FOR FRONT OF BENCH

2 @ \$467.00 = \$934.00

CONFERENCE ROOM CHAIRS

6 @ \$129.99 = \$779.94

\$4,461.85

COURT OFFICE:

JUDGE CHAIR - \$249.99

SMALL REFRIGERATOR - \$272.99

TABLE/CART FOR APPLIANCES - \$239.99

STORAGE CABINET - \$769.99

\$1,532.96

RESOLUTION # - 2021

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

RESOLVED, that the Town Board hereby denies/approves the FOI Appeal request dated March 1, 2021, from Liz Schevtchuk Armstrong;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby directs Town Clerk Percacciolo to send a letter of denial/approval to Ms. Liz Schevtchuk Armstrong.