

STATE OF NEW YORK  
COUNTY OF DUTCHESS  
TOWN OF LA GRANGE

TOWN BOARD MEETING  
September 9, 2015

**Present:** Supervisor Alan Bell  
Councilman Joseph Luna  
Councilman Edward Jessup  
Councilman Gary Polhemus

**Absent:** Councilman Andrew P. Dyal

**Recording Secretary:** Christine O'Reilly-Rao, Town Clerk

**Others Present:** Ron Blass, Esq. Van De Water & Van De Water  
Wanda Livigni, Planning & Public Works

The regular meeting of the Town Board was held on Wednesday, September 9, 2015, at 120 Stringham Road, Town of LaGrange. Supervisor Bell called the meeting to order at 7:00 pm. The Town Clerk led the flag salute.

Mr. Bell asked for a motion to accept the minutes for August 26, 2015. Councilman Jessup moved to do so, seconded by Councilman Luna. The motion carried unanimously.

**Monthly Reports**

Mr. Bell asked for a motion to accept the monthly reports for August 2015. Councilman Polhemus moved to do so, seconded by Councilman Jessup. The motion carried unanimously.

- |   |                   |
|---|-------------------|
| • Building, Zoning, Planning & Public Works | Total \$46,545.00 |
| • Highway Department                        | Total \$300.00    |
| • Justice Hayes (incl. State Share)         | Total \$22,785.00 |
| • Justice O'Hare (incl. State Share)        | Total \$19,654.00 |
| • Recreation                                | Total \$17,323.05 |
| • Town Clerk                                | Total \$1,463.69  |

**Public Hearing:** Solar City Solar Power Purchase (SEE ADDENDUM)

Mr. Blass explained that the Public Hearing was in reference to exempting the proposed solar energy facilities, which will be located on Town property, from the Town's local land use regulations under standards set forth in the law of the State in the Matter of Monroe County.

Councilman Luna moved to open the Public Hearing, seconded by Councilman Jessup. The motion carried unanimously.

There were no comments.

Councilman Jessup moved to close the Public Hearing, seconded by Councilman Polhemus. The motion carried unanimously.

A brief presentation was made by Solar City Project Manager, Jon Genster. The farm is projected to supply approximately 80% of the Town's power using an estimated 600 solar panels. The rate of electricity will be 7.2 cents per KW hour, with a possible savings to the Town of \$54,000 for the first year. There is an active sewer main located on the property, so allowances will be made to maintain a right of way. A brief discussion followed.

Mr. Luna asked Mr. Blass if all of the holes in the contract annexed to the resolution had been plugged up. Mr. Blass replied that all of the issues the Town Board had raised had been addressed.

Councilman Jessup moved to accept the Short EAF (Parts 1 & 2), seconded by Councilman Polhemus. The motion carried unanimously. (SEE ADDENDUM)

Councilman Jessup moved to accept the Negative Declaration (Short EAF Part 3), seconded by Councilman Polhemus. The motion carried unanimously. (SEE ADDENDUM)

**Resolution:** Solar City Purchase Power Agreement (SEE ADDENDUM)

### **Agenda**

Mr. Bell asked for a motion to appoint Domenic Benedetti to the position of Fire Inspector. Councilman Luna moved to do so, seconded by Councilman Jessup. The motion carried unanimously.

The Building Inspector requested approval for Domenic Benedetti to attend the annual New York State Building Officials Conference in Colonie, New York from October 19th through the 21st. The total cost will be \$787.00. He is also requesting use of the Town car. Councilman Luna moved to approve the request, seconded by Councilman Jessup. The motion carried unanimously.

The Highway Superintendent requested permission to go out to bid for Untreated Road De-icing Salt for the contract year of October 1, 2015 through December 29, 2015. Councilman Luna moved to approve the request, seconded by Councilman Jessup. The motion carried unanimously.

The Administrator of Planning & Public Works requested a change order in the amount of \$16,879.55 for the Noxon-Titusville Water Main Rehabilitation Project. (SEE ADDENDUM) Councilman Jessup moved to approve the request, seconded by Councilman Luna. The motion carried unanimously.

**Resolution of Introduction:** Proposed Local Law for Solar Energy Systems §240-70.2 Councilman Jessup moved to set a Public Hearing for the proposed local law for October 14, 2015, seconded by Councilman Luna. The motion carried unanimously. (SEE ADDENDUM)

Mr. Bell asked for a motion to establish an escrow starting at \$2,000 for a proposed re-zoning of a property located on Arthursburg Road (Grid # 6559-03-304356) from RLD to Gateway Hamlet. Councilman Jessup, seconded by Councilman Polhemus moved to set the escrow for the property. The motion carried unanimously.

## **Committee Reports**

### **Water and Sewer**

Mr. Luna stated that there will be construction work at the Saxon Drive Pump Station due to the delivery of a new generator. The work on the Water Main Project at Titusville-Noxon Roads is completed and the new line will be tested on September 25, 2015. Work on the sewer main will not begin until the water main is operational.

### **Recreation**

No report

### **Open Space**

No report

### **Highway**

No report

### **Business Economic Development Committee**

Mr. Jessup stated there will be a Fall Festival at Freedom Park on October 4<sup>th</sup> which the Committee is co-sponsoring with the Recreation Department.

### **Town Attorney**

Mr. Blass updated the Board on the agreement the Town entered into with Hidden Ponds Estates. The Board decided to discuss the matter again at the next workshop meeting.

Mr. Blass briefly outlined some options for dealing with the Code Violation on Industry Street. The Board agreed that Mr. Blass should pursue the matter vigorously and seek fines and attorney fees should Mr. Vitaj fail to leave the premises by October 31<sup>st</sup>.

Mr. Blass and Ms. Livigni are working to finalize the Southview Farm easement.

### **Public Works**

Ms. Livigni asked for clarification on a Town Board recommendation for the 8<sup>th</sup> re-approval of the final subdivision approval for Lakeridge Estates and Rolling Meadows, which occurred at the August 26th meeting. She requested that the Board amend their recommendation by removing the (six) 6 month time constraint, in order to be consistent with other recommendations made to the Planning Board for final subdivision approvals.

Councilman Jessup, seconded by Councilman Luna moved to recommend an 8<sup>th</sup> re-approval of the final subdivision approval for Lakeridge Estates and Rolling Meadows. The motion was carried by all.

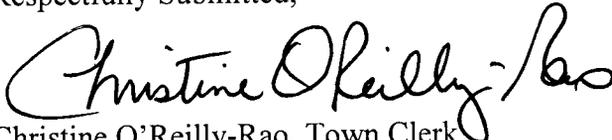
**Public Comment**

Councilman Jessup moved to open the Public Comment, seconded by Councilman Luna. The motion was carried by all. There were no comments.

Councilman Jessup moved to close the Public Comment, seconded by Councilman Luna. The motion was carried by all.

Councilman Jessup moved to adjourn at 8:45 pm, seconded by Councilman Polhemus. The motion carried unanimously.

Respectfully Submitted,



Christine O'Reilly-Rao, Town Clerk

**ADDENDUM**

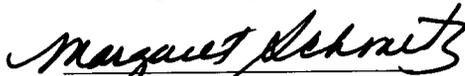
- Affidavits of Publication and Posting: Solar City Solar Power Purchase Agreement
- Short EAF; Solar City
- Resolution: Solar City Solar
- Map: Solar City Solar Panel Layout
- Memo: Noxon-Titusville Water Main Project
- Resolution: Proposed Local Law for Solar Energy Systems § 240-70.2

STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF DUTCHESS                )

I, the undersigned Clerk of the Town of LaGrange, Dutchess County, New York, DO HEREBY CERTIFY that on the 11th day of JUNE, 2015, I duly caused a copy of the attached A LOCAL LAW OF THE TOWN OF LAGRANGE, DUTCHESS COUNTY, NEW YORK TO AMEND CHAPTER 240, ZONING, OF THE LAGRANGE TOWN CODE TO ADD A NEW SECTION 240-70.2 ENTITLED SOLAR ENERGY SYSTEMS, TO AMEND SCHEDULE A1.1 OF SECTION 240-27 OF THE LAGRANGE TOWN CODE REGARDING SOLAR ENERGY SYSTEMS, TO AMEND SCHEDULE A1.2 OF SECTION 240-27 OF THE LAGRANGE TOWN CODE REGARDING SOLAR ENERGY SYSTEMS AND TOWNHOUSES IN THE MGH AND GH DISTRICTS, AND TO ADD A NEW FOOTNOTE 39 TO SCHEDULE A OF 240-27 OF THE LAGRANGE TOWN CODE REGARDING SOLAR ENERGY SYSTEMS to be conspicuously posted on the sign-board maintained and located at the entrance of the Town Clerk’s office at Town Hall, 120 Stringham Road, LaGrangeville, New York.

  
Christine O'Reilly-Rao, Town Clerk

Sworn to before me this  
10th day of September, 2015

  
Notary Public

**MARGARET SCHMITZ**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 01SC6220139**  
**Qualified In Dutchess County**  
**My Commission Expires April 12, 2018**

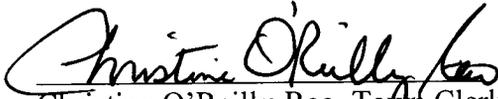
**NOTICE OF PUBLIC HEARING**

TAKE NOTICE, that the Town Board of the Town of LaGrange will hold a public hearing at the Town Hall, 120 Stringham Road, La Grangeville, New York on October 14, 2015 at 7:00 pm, on Local Law No. \_\_\_ of the Year 2015, A LOCAL LAW OF THE TOWN OF LAGRANGE, DUTCHESS COUNTY, NEW YORK TO AMEND CHAPTER 240, ZONING, OF THE LAGRANGE TOWN CODE TO ADD A NEW SECTION 240-70.2 ENTITLED SOLAR ENERGY SYSTEMS, TO AMEND SCHEDULE A1.1 OF SECTION 240-27 OF THE LAGRANGE TOWN CODE REGARDING SOLAR ENERGY SYSTEMS, TO AMEND SCHEDULE A1.2 OF SECTION 240-27 OF THE LAGRANGE TOWN CODE REGARDING SOLAR ENERGY SYSTEMS AND TOWNHOUSES IN THE MGH AND GH DISTRICTS, AND TO ADD A NEW FOOTNOTE 39 TO SCHEDULE A OF 240-27 OF THE LAGRANGE TOWN CODE REGARDING SOLAR ENERGY SYSTEMS.

TAKE FURTHER NOTICE, that copies of the aforesaid proposed local law will be available for examination at the office of the Clerk of the Town of LaGrange, at the Town Hall, 120 Stringham Road, La Grangeville, New York between the hours of 8:30 a.m. and 4:00 p.m. on all business days, Monday through Friday, between the date of this notice and the date of the public hearing.

TAKE FURTHER NOTICE, that all persons interested and citizens shall have an opportunity to be heard on said proposal at the time and place aforesaid.

DATED:       La Grangeville, New York  
              September 9, 2015

  
Christine O'Reilly-Rao, Town Clerk

CORRECTIVE NOTICE OF  
PUBLIC HEARING

~~TAKE NOTICE, that the Town Board of the Town of LaGrange will hold a public hearing at the Town Hall, 120 Stringham Road, LaGrangeville, New York on September 9, 2015, at 7:00 o'clock, p.m., prevailing time, whether establishment for the Town of LaGrange of solar energy facilities in the Town on property owned by the Town at Scenic Hills Drive, LaGrange Tax Parcel Nos. 6360-01-305525-0000 and 6360-01-286509-0000 shall be exempt from the Town's local land use regulations under the standards set forth in the law of this State in the Matter of Monroe County (72 N.Y.2d 338; 533 N.Y.S.2d 702).~~

THIS IS A CORRECTIVE PUBLIC HEARING NOTICE which shall replace and supercede all earlier public hearing notices on this subject, in particular an earlier public hearing notice published on August 28, 2015, which incorrectly identified the address and tax parcel number of subject site as Tituville Road in the Town of LaGrange.

TAKE FURTHER NOTICE, that all persons interested and citizens shall have an opportunity to be heard on said proposal at the time and place aforesaid.

DATED:  
LaGrangeville, New York  
September 1, 2015

CHRISTINE O'REILLY-RAO,  
Town Clerk 697406

**AFFIDAVIT OF PUBLICATION  
FROM**



**RITA LOMBARDI**

being duly sworn says that he/she is the principal clerk of THE

**POUGHKEEPSIE JOURNAL**, a newspaper published in the County of Dutchess and the State of New York, and the

notice of which the annexed is a printed copy, was published in the newspaper on the date (s) below:

Zone:

Run Dates:  
09/03/15

Signature

Sworn to before me, this 3<sup>rd</sup> day of September 2015

Notary Signature

ROSE ANN SIMPSON  
Notary Public - State of New York  
No. 01SI6215893  
Qualified in Dutchess County  
My Commission Expires January 04, 2018

**Ad Number: 0000697406**

CORRECTIVE NOTICE OF PUBLIC HEARING

TAKE NOTICE, that the Town Board of the Town of LaGrange will hold a public hearing at the Town Hall, 120 Stringham Road, LaGrangeville, New York on September 9, 2015, at 7:00 o'clock, p.m., prevailing time, whether establishment for the Town of LaGrange of solar energy facilities in the Town on property owned by the Town at Scenic Hills Drive, LaGrange Tax Parcel Nos. 6360-01-305525-0000 and 6360-01-286509-0000 shall be exempt from the Town's local land use regulations under the standards set forth in the law of this State in the Matter of Monroe County (72 N.Y.2d 338; 533 N.Y.S.2d 702).

THIS IS A CORRECTIVE PUBLIC HEARING NOTICE which shall replace and supercede all earlier public hearing notices on this subject, in particular an earlier public hearing notice published on August 28, 2015, which incorrectly identified the address and tax parcel number of subject site as Tituville Road in the Town of LaGrange.

TAKE FURTHER NOTICE, that all persons interested and citizens shall have an opportunity to be heard on said proposal at the time and place aforesaid.

DATED: LaGrangeville, New York  
September 1, 2015

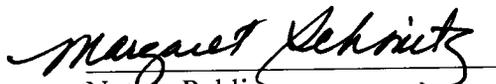
CHRISTINE O'REILLY-RAO,  
Town Clerk

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF DUTCHESS        )

I, the undersigned Clerk of the Town of LaGrange, Dutchess County, New York, DO HEREBY CERTIFY that on the 4th day of September, 2015 I duly caused a copy of the Corrective Notice of Public Hearing for a proposed establishment of solar energy facilities for the Town to be conspicuously posted on the sign-board maintained by the Clerk's Office, located at 120 Stringham Road, La Grangeville, New York; pursuant to Town Law.

  
Christine O'Reilly-Rao  
Town Clerk

Sworn to before me this  
4<sup>th</sup> day of September 2015

  
Notary Public

**MARGARET SCHMITZ**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 01SC6220139**  
**Qualified in Dutchess County**  
**My Commission Expires April 12, 2018**

**NOTICE OF PUBLIC HEARING**  
TAKE NOTICE, that the Town Board of the Town of LaGrange will hold a public hearing at the Town Hall, 120 Stringham Road, LaGrangeville, New York on September 9, 2015 at 7 o'clock, p.m., prevailing time, whether establishment for the Town of LaGrange of solar energy facilities in the Town at Titusville Road at LaGrange Tax Parcel No. 133400-6360-03-081270-0000 shall be exempt from the Town's local land use regulations under the standards set forth in the law of this State in the Matter of Monroe County (72 N.Y.2d 338; 533 N.Y.S.2d 702).

TAKE FURTHER NOTICE, that all persons interested and citizens shall have an opportunity to be heard on said proposal at the time and place aforesaid.

DATED:  
LaGrangeville, New York  
August 26, 2015

CHRISTINE O'REILLY-RAO,  
Town Clerk 687600

**AFFIDAVIT OF PUBLICATION  
FROM**



RITA LOMBARDI

being duly sworn says that he/she is the principal clerk of **THE POUGHKEEPSIE JOURNAL**, a newspaper published in the County of Dutchess and the State of New York, and the notice of which the annexed is a printed copy, was published in the newspaper on the date (s) below:

Zone:

Run Dates:  
08/28/15

Rita Lombardi  
Signature

Sworn to before me, this 28th day of August 2015

Rose Ann Simpson  
Notary Signature

ROSE ANN SIMPSON  
Notary Public - State of New York  
No. 01SI6215893  
Qualified in Dutchess County  
My Commission Expires January 04, 2018

Ad Number: 0000687600

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>			
Town of LaGrange Town Board			
Name of Action or Project: Establishment of solar energy facility			
Project Location (describe, and attach a location map): Real property owned by the Town of LaGrange at Scenic Hills Drive, tax parcels 6360-01-305525-0000 and 6360-01-286509-0000			
Brief Description of Proposed Action: Agreements between the Town of LaGrange and SolarCity Corporation for the establishment of solar energy facilities to be owned and operated by SolarCity at the above location, subject to review and approval by the Town of LaGrange Town Board, in its sole discretion, of a facility design plan addressing all project impacts.			
Name of Applicant or Sponsor: N/A		Telephone:	
		E-Mail:	
Address:			
City/PO:		State:	Zip Code:
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: NYCERTA			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		6.13 acres	
b. Total acreage to be physically disturbed?		6.13 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		6.13 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?  If No, describe method for providing potable water: _____ N/A	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?  If No, describe method for providing wastewater treatment: _____ N/A	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	

<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p><b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b></p>		
<p>Applicant/sponsor name: Alan Bell, Town Supervisor</p>	<p>Date: <u>9/9/2015</u></p>	
<p>Signature: <u><i>Alan Bell</i></u></p>		

Project: Date: 

**Short Environmental Assessment Form**  
**Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: \_\_\_\_\_

Date: \_\_\_\_\_

### **Short Environmental Assessment Form Part 3 Determination of Significance**

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Town of LaGrange Town Board \_\_\_\_\_

Name of Lead Agency

9/9/2015

Date

Alan Bell, Supervisor

Supervisor

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

*Alan Bell*

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

RESOLUTION

Councilman Polhemus introduced the following resolution, which was seconded by Councilman Jessup,

WHEREAS, the Town Board and SolarCity Corporation ("SolarCity") have a proposed agreement under which the Town of LaGrange issues a license of its real properties at Scenic Hills Drive in the Town (Tax Parcel Nos. 6360-01-305525-0000 and 6360-01-286509-0000) to SolarCity for the purpose of installing solar energy facilities of SolarCity which, in turn, will sell solar energy to the Town at an agreed rate (the "Project"); and

WHEREAS, the Town Board duly noticed and conducted a public hearing on September 9th, 2015 regarding whether the Project should be exempt from local land use review and approvals under the LaGrange Town Code; and

NOW, IT IS HEREBY RESOLVED that the Town Board makes the following findings that local land use approvals are not required for the Project, because this transaction is deemed exempt from local land use and related regulations under standards identified by the courts of this State in Matter of Monroe County (72 N.Y.2d 338; 533 N.Y.S.2d 702):

1. The nature and scope of the instrumentality seeking immunity from the Town's local zoning laws and regulations is, in effect, the municipality itself.

2. There is no "encroaching government" proposing to make use of lands within the municipality.

3. The Project is consistent with Town policies, including encouragement and expansion of use of solar energy in lieu of fossil fuels.

4. Project development plan regulations, if applied, would not be more protective of town land use policies or the environment, in that the Project is subject to same sort of scrutiny by the Town Board under the terms of the proposed agreement between the Town and SolarCity, and the Project amounts to a passive and environmentally helpful use.

5. There are no reasonable or relevant alternative locations for the Project, as the site amounts to inactive and surplus real property of the Town.

6. The effect of the Project is to benefit legitimate local, state, federal and global interests.

7. The extent of the public interest to be served by the transaction is set forth hereinabove.

8. There is no inter-governmental aspect to the project. There has been opportunity for public comment in the form of the aforesaid public hearing.

IT IS FURTHER RESOLVED, that the Town Board approves of the Solar Power Purchase Agreement and the Performance Guarantee Agreement between the Town of LaGrange and SolarCity, copies of which are annexed hereto as Exhibit "A", and the Town Board

authorizes the Supervisor to sign said agreements, or any other versions for said agreements which have the same or substantially the same content.

IT IS FURTHER RESOLVED that the Town Board ratifies the issuance and publication of a Corrective Public Hearing Notice dated September 1, 2015, and authorizes and ratifies the fact of its publication at least 5 days prior to the public hearing as suitable and adequate.

The foregoing resolution was voted upon with all councilmen voting as follows:

Supervisor Bell	AYE
Councilman Jessup	AYE
Councilman Luna	AYE
Councilman Polhemus	AYE
Councilman Dyal	ABSENT

DATED: LaGrangeville, New York  
September 9, 2015

  
CHRISTINE O'REILLY-RAO,  
Town Clerk



**Solar Power Purchase Agreement (Commercial NY)**

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").

<b>Purchaser:</b>		<b>Seller:</b>	
Name and Address	<b>Town of LaGrange</b> 120 Stringham Rd Lagrangeville, NY 12540 Attention: Alan, Bell	Name and Address	<b>SolarCity Corporation</b> 3055 Clearview Way San Mateo, CA 94402 Attention: Legal Department
Phone	(845) 452-9062	Phone	(650) 638-1028
Fax		Fax	(650) 560-6460
E-mail	abell@lagrangenyc.org	E-mail	Contracts@solarcity.com
Facility Ownership	Purchaser owns the Facility Site		<b>Contractor's License Numbers</b> <b>NY: No State License Required</b>
Project Name	Town of LaGrange RNM Project		

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") and installed at the Purchaser's facility described in Exhibit 2 (the "Facility").

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

- Exhibit 1      Pricing Attachment
- Exhibit 2      Anticipated System Description, Delivery Point and Premises
- Exhibit 3      Credit Information
- Exhibit 4      General Terms and Conditions (*Revised January 17, 2013*)

**Town of LaGrange**

**SolarCity Corporation**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit 1**  
**Pricing Attachment**

1. **Term:** Twenty (20) years, beginning on the Commercial Operation Date.
2. **Additional Terms:** Up to two (2) Additional Terms of five (5) years each.
3. **Environmental Incentives and Environment Attributes Accrue to Seller.**
4. **Contract Price:**

<b>Contract Year</b>	<b>\$/kWh</b>
1	\$0.0720
2	\$0.0720
3	\$0.0720
4	\$0.0720
5	\$0.0720
6	\$0.0720
7	\$0.0720
8	\$0.0720
9	\$0.0720
10	\$0.0720
11	\$0.0720
12	\$0.0720
13	\$0.0720
14	\$0.0720
15	\$0.0720
16	\$0.0720
17	\$0.0720
18	\$0.0720
19	\$0.0720
20	\$0.0720

Includes ACH invoicing. If manual invoicing is required, a \$25 handling charge will be added to each invoice.

5. **Condition Satisfaction Date:** 180 days after the Effective Date
6. **Anticipated Commercial Operation Date:** 270 days after the Effective Date
7. **Outside Commercial Operation Date:** 365 days after the Effective Date
8. **Rebate Variance:** All prices in this Agreement are calculated based on an upfront rebate of \$405,695.58. If the actual rebate is lower than calculated, the Parties may renegotiate the prices set forth in Section 4 of this Exhibit 1. If the Parties cannot reach agreement, Seller may terminate this Agreement without penalty within 30 days of confirmation of the rebate amount, or may proceed with the prices set forth in Section 4 of this Exhibit 1. For the avoidance of doubt, under such termination neither Purchaser nor Seller shall be required to pay the Termination Payment.

**Exhibit 2**

**Anticipated System Description, Delivery Point and Premises**

1. **System Location:** Purchaser's Real Property at Scenic Hills Dr, Poughkeepsie, New York 12603
2. **System Size (DC kW):** 853.74
3. **Expected First Year Energy Production (kWh):** 1,115,800
4. **Expected Structure:** Ground Mount
5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Trina Solar:TSM-310PD14.18	2,754

6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Fronius USA:Fronius Symo 24.0-3 480	27

7. **Includes:**

SolarCity Limited Warranty, installation of a solar energy system (includes: design, engineering, permitting, installation, monitoring, tree removal, rebate application and paperwork processing for solar energy system).

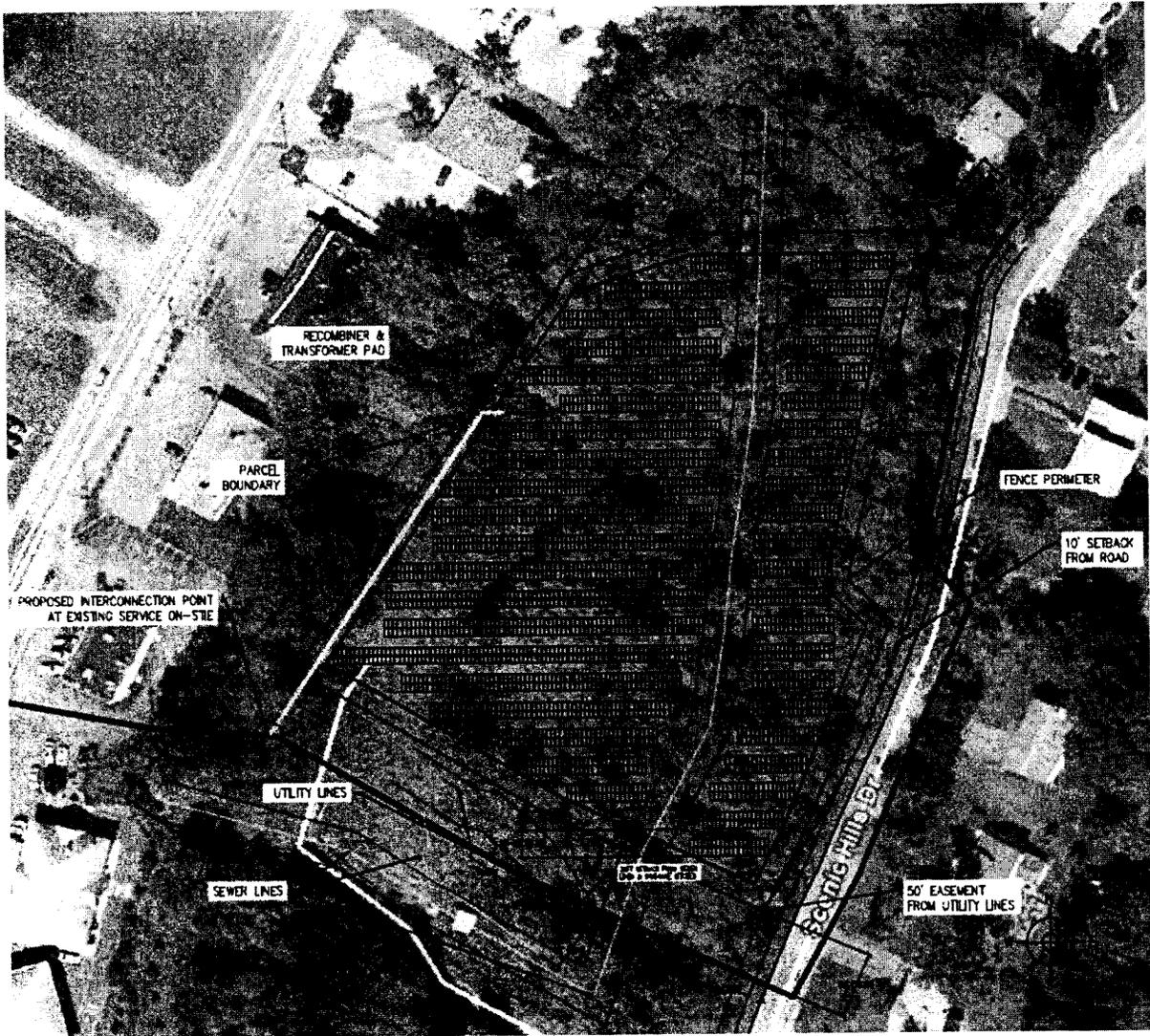
8. **Excludes:**

Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles), upgrades or repair to customer or utility electrical infrastructure, payment bonds, performance bonds, tree trimming, the payment of prevailing wages (i.e. prevailing wages not required as this is not a public works project).

9. **Delivery Point and Premises:** SolarCity attaches a conceptual schematic that contains the:

- (i) Facility;
- (ii) array;
- (iii) Delivery Point; and
- (iv) access points needed to install and service System (bldg access, electrical room, stairs etc.)

10. **Facility Design Plan:** Seller shall provide Purchaser a facility design plan ("Facility Design Plan") that shall address: stormwater mitigation, avoidance and protection of Purchaser's surface and subsurface infrastructure at the Facility Site, means of ingress and egress, security fencing, lighting, and visual impact mitigation from Scenic Hills Road.



**Exhibit 3**

**Credit Information**

Promptly following the execution of this Agreement Purchaser shall supply SolarCity with the following credit information:

<b>APPLICANT'S INFORMATION</b>							
<b>Name</b> Town of LaGrange					<b>Tax ID</b>		
<b>Previous &amp; Other Names</b>					<b>Website</b>		
<b>Corporate Address</b> 120 Stringham Rd							
<b>City, State, Zip Code</b> LAGRANGEVILLE, New York 12540							
<b>Phone Number</b> 845-452-9062				<b>Fax Number</b>			
<b>Entity Type</b>	<b>S-Corp</b>	<b>C-Corp</b>	<b>Partnership</b>	<b>Sole Prop</b>	<b>LLC</b>	<b>LLP</b>	<b>Other</b>
<b>Property Address for Solar Installation</b> Scenic Hills Dr, Poughkeepsie			<b>State</b> New York	<b>Zip Code</b> 12603	<b>Owner Occupied?</b> YES		
<b>Property Type</b>		<b>Insurance Agent Name</b>		<b>Agent's Phone</b>	<b>Name of Landlord if Not Owner Occupied</b>		
<b>Information Requested: Please submit the information required below via electronic format to commercialcredit@solarcity.com</b>							
<b>Corporate Records</b>							
<input type="checkbox"/> Copy of Articles of Incorporation, Partnership Agreement, Fictitious Name Statement or Organizational Formation Documents (if applicable).							
<b>Financial Statements</b>							
<input type="checkbox"/> Last three (3) years of CPA audited, reviewed, compiled statements (Balance Sheet, Income Statement, Cash Flow).							
SolarCity may request that you provide additional documentation to complete the credit evaluation process. SolarCity will notify you if additional information is required.							

The above information and any information attached is furnished to SolarCity and its affiliates ("Lender") in connection with the Application of credit for which you may apply or credit you may guarantee. You acknowledge and understand that the Lender is relying on this information in deciding to grant or continue credit or to accept a guarantee of credit. You represent, warranty and certify that the information provided herein is true, correct and complete. The Lender is authorized to make all inquiries deemed necessary to verify the accuracy of the information contained herein and to determine your creditworthiness. You authorize any person or consumer-reporting agency to give the Lender any information it may have about you. You authorize the Lender to answer questions about its credit experience with you. Subject to any non-disclosure agreement between you and Lender, this form and any other information given to the Lender shall be the Lender's property.

If your application for business credit is denied you have the right to a written statement of the specific reason for the denial. To obtain the statement, please contact SolarCity at (650) 638-1028, San Mateo, CA 94402. You must contact us within 60 days from date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request.

NOTICE: The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of the Currency, Customer Assistance Unit, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050. SolarCity is an equal opportunity lender.

Signature

Title

Date

## Exhibit 4

### Solar Power Purchase Agreement General Terms and Conditions

*Revised January 17, 2013*

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. Purchaser may purchase electric energy for the Facility from other sources if the Purchaser's electric requirements at the Facility exceed the output of 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 and Purchaser's failure to enable Seller to provide the electric energy by preventing it from installing the System, for reasons other than failure of the Town Board to approve the Facility Design Plan (see Section 6(b)(ii) of this Exhibit 4 of this Agreement), or otherwise not performing shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.
  
  - 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 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 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. **Taxes.** Purchaser shall either pay or reimburse Seller for any and all taxes assessed on the generation, sale, delivery or consumption of electric energy produced by the System or the interconnection of the System to the Utility's

electric distribution system, including property taxes on the System; provided, however, Purchaser will not be required to pay or reimburse Seller for 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.

- d. **Payment Terms.** All amounts due under this Agreement shall be due and payable net thirty (30) days from receipt of invoice. For any undisputed portion of the invoice amount not paid within the thirty (30) day period, late payments and interest due shall be computed in accordance with the Prompt Payment Provisions of Section 179 of the New York State Finance Law.

5. **Environmental Attributes and Environmental Incentives.**

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 press releases regarding Purchaser's use of solar or renewable energy and shall not submit for publication any such 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.

"**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 (CO<sub>2</sub>), methane (CH<sub>4</sub>), 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 Incentives**" means any and all 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.

"**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 or the New York State Public Service Commission), or any arbitrator with authority to bind a party at law.

"**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.

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 (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 SolarCity and a subcontractor to install the System;
- iii. Confirmation that Seller will obtain all applicable Environmental Incentives and Tax Credits;
- iv. Receipt of all necessary zoning, land use and building permits including approval of the Facility Design Plan by the Town Board in accordance with Section 6(b)(ii) of this Exhibit 4;
- 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.

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); and
- ii. The Town Board shall have approved, in a written notice to Seller, the Facility Design Plan within 60 days after receipt thereof from Seller. The Town Board shall have sole and exclusive discretion in the approval or disapproval of the Facility Design Plan. In the event that the Town Board disapproves the Facility Design Plan, or does not approve the Facility Design Plan within 60 days, Purchaser or Seller may terminate the Agreement. If the Agreement is terminated pursuant to this Section 6(b)(ii), no penalty or termination payment shall be imposed on either Party.

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. Nothing herein shall be deemed to limit the discretion of the Town Board in its review of the Facility Design Plan in accordance with Section 6(b)(ii) of this Exhibit 4 of 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, except that nothing herein shall be deemed to limit the discretion of the Town Board in reviewing the

Facility Design Plan (discussed in Section 6(b)(ii), supra).

- b. **Standard System Repair and Maintenance.** Seller shall construct and install the System at the Facility. During the Term, Seller will operate and perform all routine and emergency 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 or the Site Lease (if applicable). Seller shall not be responsible for any work done by others on any part of the System 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 improper environmental controls or improper operation or maintenance of the System 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.
- c. **Non-Standard System Repair and Maintenance.** If Seller incurs incremental costs to maintain the System due to conditions at the Facility or due to the inaccuracy of any information provided by Purchaser and 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 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 Facility free and clear of any liens related to such charges, except for those liens which Seller is permitted by law to place on the Facility following non-payment by Purchaser of amounts due under this Agreement. 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.**
- i. The Limited Warranty that SolarCity 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 is made in this Agreement. Therefore, any warranty claim must be made independently of this Agreement under the Limited Warranty and will not affect Purchaser's obligations under this Agreement.
- ii. 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.

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

- a. **Facility Access Rights.** 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"). 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 interfere with or permit any third parties to interfere with such rights or access. The grant of the License shall survive termination of this agreement by either Party. Purchaser agrees that Seller, upon request to Purchaser, may record a memorandum of license in the land records respecting the License in form and substance reasonably acceptable to the Parties.
- b. **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 performance under this Agreement.
- c. **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 properly maintain in full working order all of Purchaser's electric supply or generation equipment that Purchaser may shut down while utilizing the System. Purchaser shall promptly 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.
- d. **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.
- e. **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, including those undertaken pursuant to Section 8(d).
- f. **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.

- g. Security.** Purchaser shall be responsible for using commercially reasonable efforts to maintain the physical security of the Facility and the System against known risks and risks that should have been known by Purchaser. 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.
- h. 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 that could diminish the Insolation of the System, Purchaser shall notify Seller immediately and shall cooperate with Seller in preserving the System's existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Seller, that such injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 8(h) against Purchaser.
- i. 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.
- j. Breakdown Notice.** Purchaser shall notify Seller within twenty-four (24) hours 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 the Seller's obligations hereunder and which has a material adverse effect on the cost to Seller of performing such obligations; provided, that a change in federal, state, county or any other tax law after the Effective Date of this Agreement shall not 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 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 in the real property where the System relocated to; 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 refiling 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 SolarGuard 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 affect 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 prevents Seller from installing the System or otherwise failing to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.

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. Nothing herein shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event. If Purchaser terminates this contract without cause prior to System Installation a \$5,000 design cancellation fee shall also apply in addition to any other remedy available to Seller.
- (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 sum of (i) reasonable compensation, on a net after tax basis assuming a tax rate of 35%, for the loss or recapture of (A) the investment tax credit equal to thirty percent (30%) of the System value; and (B) MACRS accelerated depreciation equal to eighty five percent (85%) of the System value, (C) loss of any Environmental Attributes or Environmental Incentives that accrue or are otherwise assigned to Seller pursuant to the terms of this Agreement (Seller shall furnish Purchaser with a detailed calculation of such compensation if such a claim is made), (D) other financing and associated costs not included in (A), (B) and (C), (ii) the net present value of the projected payments (using a discount rate of 9%) over the Term post-termination, had the Term remained effective for the full Initial Term, (iii) removal costs as provided in Section 13(b)(3)(C) and (iv) any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller. The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement. The Termination Payment shall not be less than zero.
  - 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%) 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) 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.
- (4) 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.
- (5) No Pool Use. No electricity generated by the System will be used to heat a swimming pool.

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 sum of the amounts described in Section 13.b(3)A(i) (using the date of purchase to determine the appropriate Contract Year) and Section 13.b(3)A(iii).

- (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. Purchaser shall be named as an additional insured.
  - 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, except where municipalities are self-insured, 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 a part of, or fixture to, the Facility or the Premises. Each of the Seller and Purchaser agree that the Seller is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. 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 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 Fair Market Value of the System. 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. 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; provided that in no event shall the Fair Market Value be less than the aggregate of the amounts calculated under Sections 13(b)(3)(A)(ii) and (iv) as of the date of System title transfer. The valuation made by the appraiser shall 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. 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.

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 (collectively, the "**Indemnified Parties**"), 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 and from 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 shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 17(a) however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 17(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 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.

c. **Environmental Indemnification.** 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 17(c)(i)) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. 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 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.

d. **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.** 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)(d)(ii) shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise.

iii. **Any action by either party against the other 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 (100) 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. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. 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.

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 or by 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 publicity materials, press releases or other public statements 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. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and Environmental Incentives and any related reporting rights.

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 the City of Poughkeepsie, New York State. Each party shall bear its own costs and expenses, including attorneys' fees, with respect to any arbitration. The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than this Agreement. 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.

- c. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and 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 shall 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. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.
- 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 (a) (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).
- 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 necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of 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 regulated 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. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all 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 shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 11 of 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.
- o. **Bonds.** Notwithstanding any language to the contrary in this Agreement and solely to the extent a performance and/or payment bond is being issued to Purchaser:
  - i. **Performance bond liability.** Any performance bond issued for a site or system will cease one (1) year from the completion of construction. If a warranty or guarantee is provided under the terms of this Agreement, the balance of any warranty or guarantee beyond one year term of the applicable performance bond shall continue to be guaranteed solely by Seller under the terms of this Agreement. The performance bond does not guarantee any property restorative requirements.
  - ii. **Payment bond liability.** Any payment bond issued will cease at the termination of any time required by law.
  - iii. **Performance Guarantee.** Neither payment bonds, whether for labor or materials, nor performance bonds are applicable to any specified performance guarantee.

*End of Exhibit 4*



**Performance Guarantee Agreement**

This Performance Guarantee 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").

<b>Purchaser:</b>		<b>Seller:</b>	
Name and Address	<b>Town of LaGrange</b> 120 Stringham Rd Lagrangeville, NY 12540 Attention: Alan, Bell	Name and Address	<b>SolarCity Corporation</b> 3055 Clearview Way San Mateo, CA 94402 Attention: Contracts
Phone	(845) 452-9062	Phone	(650) 638-1028
Fax		Fax	(650) 638-1029
E-mail	abell@lagrangeny.org	E-mail	contracts@solarcity.com
Project Name	Town of LaGrange RNM Project		

This Agreement sets forth the terms and conditions of a performance guarantee provided by Seller in conjunction with that certain Solar Power Purchase Agreement by and between Seller and Purchaser dated the same date as this Agreement (the "PPA"). All capitalized terms used hereunder shall have the meanings given such terms in the PPA. The term of this Agreement shall be concurrent with the term of the PPA. This Agreement will be updated as necessary by mutual written agreement of the Parties to reflect the as-built specifications of the System. Notwithstanding the foregoing sentence, nothing in this Agreement prejudices such rights as Purchaser may have under the PPA to review and approve or disapprove the final design of the System; and nothing in this Agreement obligates Purchaser to approve a System design that provides below 1,115,800 kWh of projected energy production in the first year or that would increase the price per kWh. For avoidance of doubt, Purchaser will have the right to review and approve or disapprove any amendment to this Agreement.

1. **Warranty.** Seller guarantees that during the term of the PPA the System will generate the guaranteed kilowatt-hours (kWh) ("**Guaranteed kWh**") of energy set forth as follows:

A. If at the end of each successive sixty (60) month anniversary of the Commercial Operation Date the cumulative Actual kWh (defined below) generated by the System is *less* than the Guaranteed kWh, then Seller will send Purchaser a refund check equal to the difference between the Guaranteed kWh and the cumulative Actual kWh multiplied by the Guaranteed Energy Price per kWh (defined below). Seller will make that payment within thirty (30) days after the end of the relevant calendar year.

B. If at the end of each successive sixty (60) month anniversary of the Commercial Operation Date the Actual kWh is *greater* than the Guaranteed kWh during any sixty (60) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the next true up period.

C. "**Guaranteed kWh**":

True Up Term Years	Guaranteed kWh
Years 1-5	5,523,488
Years 6-10	5,386,775
Years 11-15	5,253,446
Years 16 -20	5,123,416

D. "**Actual kWh**" means the AC electricity produced by the System in kilowatt-hours measured and recorded by Seller during each successive sixty (60) month anniversary of the Commercial Operation Date. To measure the Actual kWh we will use the SolarGuard™ Monitoring Service or to the extent such services are not available, Seller will estimate the Actual kWh by reasonable means.

E. "**Guaranteed Energy Price per kWh**" means the dollar value per kWh as calculated in the table below:

True Up Term	Guaranteed Energy Price per kWh
Years 1-5	\$ 0.050
Years 6-10	\$ 0.060
Years 11-15	\$ 0.070
Years 16 - 20	\$ 0.080

2. **Exclusions.** The Warranty does not apply to any repair, replacement or correction required due to the following:

- A. someone other than Seller or its approved service providers installed, removed, re-installed or repaired the System;
- B. Destruction or damage to the System or its ability to safely produce energy not caused by Seller or its approved service providers while servicing the System (e.g., a tree falls on the System);
- C. Purchaser's failure to perform, or breach of, Purchaser's obligations under the PPA (such as if Purchaser modifies or alters the System);
- D. Purchaser's breach of this Agreement including being unavailable to provide access or assistance to Seller in diagnosing or repairing a problem or failing to maintain the System as stated in the Solar Operation and Maintenance Guide;
- E. any Force Majeure Event (as defined below);
- F. 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;
- G. Any System failure not caused by a System defect (e.g., such as making roof repairs); or
- H. Theft of the System.

Seller hereby disclaims, and any beneficiary of this Agreement hereby waives any warranty with respect to any cost savings from using the System.

3. **Force Majeure.** If Seller is unable to perform all or some of its obligations under this Agreement because of a Force Majeure Event, Seller will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- A. Seller, as soon as is reasonably practical, gives Purchaser notice describing the Force Majeure Event;
- B. Seller's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event; and
- C. No Seller obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Seller's fault or negligence. 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; and failure of equipment not utilized by Seller or under its control.

4. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and shall 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 shall be sent to the party identified in this Agreement at the address set forth above or such other address as either party may specify in writing. Each party shall deem a document faxed or sent by electronic mail to it as an original document.

5. **Applicable Law, Arbitration.** The laws of the state where the Facility is located shall govern this Agreement without giving effect to conflict of laws principles. All claims, disputes and other matters in question, arising out of, or relating to, this Agreement or the breach thereof shall be decided by binding arbitration. Each arbitration, including the selecting of the arbitrator will be administered by JAMS under its Commercial Arbitration Rules. Arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party can initiate an arbitration proceeding by filing the necessary forms with JAMS. Venue for any arbitration brought under this Agreement shall be proper in the City of Poughkeepsie, New York State. Each party shall bear its own costs and expenses, including attorneys' fees, with respect to any arbitration. The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than this Agreement.

6. **Assignment and Transfer of this Agreement.** Seller may assign its rights or obligations under this Agreement to a third party without your consent, provided that any assignment of Seller's obligations under this Agreement shall be to a party qualified to perform such obligation. This Agreement protects only the party that hosts the System. Purchaser's rights and obligations under this Agreement will be automatically transferred to any party to whom Purchaser properly transfers the PPA.

7. **Entire Agreement, Changes.** This Agreement contains the parties' entire agreement regarding the matters set forth herein. Seller's obligations under this Agreement are separate and distinct from the obligations of the Seller or its assigns under the PPA. No breach of this Agreement shall affect Purchaser's obligations under the PPA. The PPA may be assigned to a third party without assignment of Seller's obligations under this Agreement. Any change to this Agreement must be in writing and signed by both Parties. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable. Provisions that should reasonably be considered to survive termination of this Agreement shall survive

**Town of LaGrange**

**SolarCity Corporation**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Solar Power Purchase Limited Warranty Agreement (Commercial)**

This Solar Power Purchase Limited Warranty 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**”).

<b>Purchaser:</b>		<b>Seller:</b>	
Name and Address	<b>Town of LaGrange</b> 120 Stringham Rd Lagrangeville, NY 12540 Attention: Alan, Bell	Name and Address	<b>SolarCity Corporation</b> 3055 Clearview Way San Mateo, CA 94402 Attention: Legal Department
Phone	(845) 452-9062	Phone	(650) 638-1028
Fax		Fax	(650) 560-6460
Email	abell@lagrangenyny.org	Email	contracts@solarcity.com
Facility Ownership	Purchaser owns the Facility Site		<b>Contractor’s License Numbers</b> <b>NY: No State License Required</b>
Project Name	Town of LaGrange RNM Project		

This Limited Warranty Agreement (this “**Agreement**”) is SolarCity Corporation’s (“**SolarCity**”) agreement to provide installation and other services for the solar panel system(s) (the “**System**”) it will use to sell electric energy to you (the “**Purchaser**”) and to provide a warranty for the System. A description of the System that will be used to sell you electricity is set forth in the Solar Power Purchase Agreement (the “**PPA**”) that you executed with SolarCity. The System will be professionally installed by SolarCity at the address you listed in the PPA. We will refer to the installation location as the “**Premises**” or your “**Facility**.”

When you choose SolarCity, you can be assured that we will stand behind our System and installation with industry-leading warranties. We will professionally install your solar system in a good and workman-like manner and honor our commitment to you to keep your System in good working order. Read below for full details on SolarCity’s Installation Warranty, Use Warranty, Roof Warranty, and Repair Promise. Capitalized terms not otherwise defined herein shall have the meaning set forth in your PPA.

**1. SOLARCITY’S STANDARDS**

For the purpose of this Agreement the standards for SolarCity’s performance will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices “**Prudent Electrical Practices**” means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar energy electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy. For purposes of this Agreement, SolarCity’s performance shall include necessary roof preparation for the installation of the System.

**2. LIMITED WARRANTIES**  
**(A) LIMITED WARRANTIES**

SolarCity warrants the System as follows:

**i. Installation Warranty**

SolarCity will professionally install the System in a good and workman-like manner according to our commitments to you in Section 1. This installation warranty will run for one (1) year following the completion of the System installation.

**ii. Use Warranty**

Under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components during the Warranty Period (as defined below);

**iii. Roof Warranty**

If SolarCity penetrates the Facility roof in performing the Installation Services, SolarCity will warrant roof damage it causes as a direct result of these roof penetrations. This roof warranty will run the longer of (A) one (1) year following the completion of the System installation; and (B) the length of any existing installer warranty on the Facility's roof; and

**iv. Repair Promise**

During the Warranty Period, SolarCity will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to Purchaser (including all labor costs), when Purchaser submits a valid claim to SolarCity under this Agreement. If we damage your Facility, Property or belongings we will repair the damage we cause or pay you for the damage we cause. SolarCity may use new or reconditioned parts when making repairs or replacements. SolarCity may also, at no additional cost to Purchaser, upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Agreement.

This Agreement will continue from the date SolarCity starts installing the System at your Facility through the longer of (i) the PPA Term (as that term is defined in the PPA); and (ii) ten (10) years (the "Warranty Period") except for the warranties specified in Section 2 (A)(i) and (iii) above, which may have shorter periods. If Purchaser has assumed an existing PPA, then this Agreement will cover Purchaser for the remaining balance of the original Warranty Period.

**(B) MAINTENANCE AND OPERATION**

**i. General**

During the Warranty Period, SolarCity will operate and perform all routine and emergency repairs to and maintenance of the System. SolarCity will provide Purchaser with a copy of SolarCity's Solar Operation and Maintenance Guide. This guide provides Purchaser with System operation and maintenance instructions answers to frequently asked questions, troubleshooting tips and service information.

**ii. SolarGuard**

During the Warranty Period, SolarCity will provide Purchaser, at no additional cost, the SolarGuard Monitoring Service ("SolarGuard"). SolarGuard is a proprietary monitoring system designed and installed by SolarCity that captures and displays historical energy generation data over an Internet connection and consists of hardware located on site and software hosted by SolarCity. The SolarGuard service requires a high speed Internet line to operate. Therefore, during the Warranty Period, Purchaser agrees to maintain the communication link between SolarGuard, the System and the Internet. Purchaser agrees to maintain and make available, at Purchaser's cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s). This communication link must be a 10/100 Mbps Ethernet connection that supports common internet protocols (TCP/IP and DHCP).

### **(C) MAKING A CLAIM; TRANSFERRING THIS WARRANTY**

#### **i. Claims Process**

Purchaser can make a claim by:

- a) Emailing SolarCity at the email address below;
- b) Writing us a letter and sending it overnight mail with a well-known service; or
- c) Sending us a fax at the number below.

#### **ii. Transferable Limited Warranty**

SolarCity will accept and honor any valid and properly submitted Warranty claim made during the Warranty Period by any person to whom Purchaser properly transfers the PPA.

### **(D) EXCLUSIONS AND DISCLAIMER**

The Warranty does not apply to any repair, replacement or correction required due to the following:

- i. someone other than SolarCity or its approved service providers installed, removed, re-installed or repaired the System;
- ii. Destruction or damage to the System or its ability to safely produce energy not caused by SolarCity or its approved service providers while servicing the System (e.g., a tree falls on the System);
- iii. Purchaser's failure to perform, or breach of, Purchaser's obligations under the PPA (such as if Purchaser modifies or alters the System);
- iv. Purchaser's breach of this Agreement including being unavailable to provide access or assistance to SolarCity in diagnosing or repairing a problem or failing to maintain the System as stated in the Solar Operation and Maintenance Guide;
- v. any Force Majeure Event (as defined below);
- vi. a power or voltage surge caused by someone other than SolarCity including a grid supply voltage outside of the standard range specified by the Utility;
- vii. Any System failure not caused by a System defect (e.g., such as making roof repairs); or
- viii. Theft of the System.

This Agreement gives you specific rights, and Purchaser may also have other rights which vary from state to state. This Agreement does not warrant any specific electrical performance of the System, other than that described above.

The promises in this warranty are the only express warranties made by SolarCity with respect to the System. SolarCity hereby disclaims, and any beneficiary of this Agreement hereby waives any warranty with respect to any cost savings from using the System.

## **3. ADDITIONAL SERVICES**

### **(A) SCOPE OF ADDITIONAL SERVICES**

Purchaser agrees that if (i) the System needs any repairs that are not the responsibility of SolarCity under this Agreement, (ii) the System needs to be removed and re-installed to facilitate remodeling of the Facility or (iii) the System is being relocated to another Facility pursuant to the PPA (collectively, items (i) - (iii) are "Additional Services"), Purchaser will have SolarCity, or another similarly qualified service provider, at Purchaser's expense, perform such repairs, removal and reinstallation, or relocation on a time and materials basis.

#### **(B) APPROVED SERVICE PROVIDERS**

Purchaser's retention of a third party to perform Additional Services that is not qualified to perform such Additional Services will void the Warranty. To prevent voiding the Warranty, Purchaser should obtain the written consent of SolarCity prior to engaging a third party to perform Additional Services.

If Purchaser engages a third party service provider to perform Services without the prior consent of SolarCity, Purchaser does so at the risk that SolarCity will subsequently determine such service provider was not qualified to perform the Additional Services.

#### **(C) PRICING ON ADDITIONAL SERVICES**

Performance of Additional Services by SolarCity will be on a time and materials basis at SolarCity's then current standard rates.

### **4. FORCE MAJEURE**

If SolarCity is unable to perform all or some of its obligations under this Agreement because of a Force Majeure Event, SolarCity will be excused from whatever performance is affected by the Force Majeure Event, provided that:

1. SolarCity, as soon as is reasonably practical, gives Purchaser notice describing the Force Majeure Event;
2. SolarCity's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event; and
3. No SolarCity obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by SolarCity's fault or negligence. 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; and failure of equipment not utilized by SolarCity or under its control.

### **5. LIMITATIONS ON LIABILITY**

#### **(A) NO CONSEQUENTIAL DAMAGES**

In no event shall either party or its agents or subcontractors be liable to the other for special, indirect, punitive, exemplary, incidental or consequential damages of any nature. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply in such states.

**(B) LIMITATION OF DURATION OF IMPLIED WARRANTIES**

Any implied warranties, including the implied warranties of fitness for particular purpose and merchantability arising under state law, shall in no event extend past this Agreement. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply in such states.

**(C) LIMIT OF LIABILITY**

Notwithstanding any other provision of this Agreement to the contrary, SolarCity's total liability arising out of or relating to this Agreement shall in no event:

- i. For System Failure or Replacement: exceed the total of the Purchaser's payments during the previous twelve (12) month period; and
- ii. For damages to your Facility, Property or belongings: exceed three million dollars (\$3,000,000).

**6. NOTICES**

**TO SOLARCITY:**

**SolarCity Corporation**  
3055 Clearview Way  
San Mateo, CA 94402  
Attention: Contracts  
Telephone: (650)638-1028  
Facsimile: (650)638-1029  
Email: [contracts@solarcity.com](mailto:contracts@solarcity.com)

**TO PURCHASER:**

**Town of LaGrange**  
120 Stringham Rd  
Lagrangeville, NY 12540  
Attention: Alan, Bell  
Telephone: (845) 452-9062  
Email: [abell@lagrangenyc.org](mailto:abell@lagrangenyc.org)

All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and shall 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 shall be sent to the party identified in this Agreement at the address set forth above or such other address as either party may specify in writing. Each party shall deem a document faxed or sent by electronic mail to it as an original document.

**7. APPLICABLE LAW/ARBITRATION**

The laws of the state where the Facility is located shall govern this Agreement without giving effect to conflict of laws principles. All claims, disputes and other matters in question, arising out of, or relating to, this Agreement or the breach thereof shall be decided by binding arbitration. Each arbitration, including the selecting of the arbitrator will be administered by JAMS under its Commercial Arbitration Rules. Arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party can initiate an arbitration proceeding by filing the necessary forms with JAMS. Venue for any arbitration brought under this Agreement shall be proper in the City of Poughkeepsie, New York State. Each party shall bear its own costs and expenses, including attorneys' fees, with respect to any arbitration. The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than this Agreement.

**8. ASSIGNMENT AND TRANSFER OF THIS AGREEMENT**

SolarCity may assign its rights or obligations under this Agreement to a third party without your consent, provided that any assignment of SolarCity's obligations under this Agreement shall be to a party qualified to perform such obligation. This Agreement protects only the party that hosts the System. Purchaser's rights and obligations under this Agreement will be automatically transferred to any party to whom Purchaser properly transfers the PPA.

**9. ENTIRE AGREEMENT; CHANGES**

This Agreement contains the parties' entire agreement regarding the matters set forth herein. SolarCity's obligations under this Agreement are separate and distinct from the obligations of the Seller or its assigns under the PPA. No breach of this Agreement shall affect Purchaser's obligations under the PPA. The PPA may be assigned to a third party without assignment of SolarCity's obligations under this Agreement. Any change to this Agreement must be in writing and signed by both Parties. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable. Provisions that should reasonably be considered to survive termination of this Agreement shall survive.

**Town of LaGrange**

**SolarCity Corporation**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

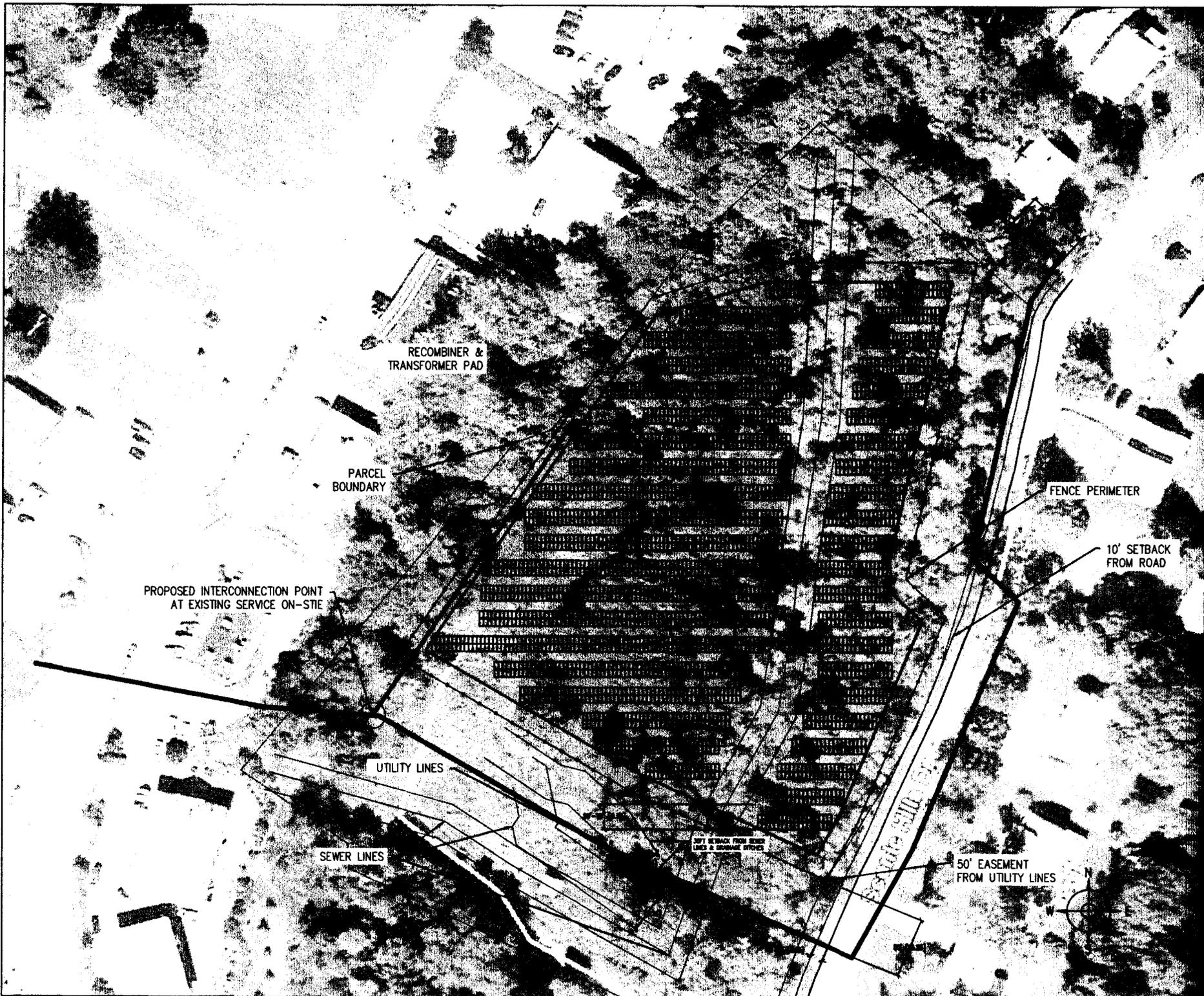
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



RECOMBINER &  
TRANSFORMER PAD

PARCEL  
BOUNDARY

PROPOSED INTERCONNECTION POINT  
AT EXISTING SERVICE ON-SITE

UTILITY LINES

SEWER LINES

50' SETBACK FROM BEANS  
& DRINKING SPRINGS

FENCE PERIMETER

10' SETBACK  
FROM ROAD

50' EASEMENT  
FROM UTILITY LINES

N



## TOWN OF LAGRANGE

120 Stringham Road  
LaGrangeville, New York 12540-5507

*Administrator of Planning & Public Works*  
845-452-8562 ~ 845-452 7692 fax ~ [wlvigni@lagrangenyc.org](mailto:wlvigni@lagrangenyc.org)

DATE: September 4, 2015  
TO: Supervisor & Town Board  
CC: Christine Toussaint, Comptroller  
FROM: Wanda Livigni  
RE: Titusville Water District  
Titusville – Noxon Intersection Water Main Rehabilitation Project  
Change Order Request

Dear Gentlemen,

I am writing to recommend a change order for the above referenced project. The change order is the result of field conditions and County requirements. First and foremost, the actual new gas main that was installed throughout the intersection prohibited the boring under the road that we originally bid for. This required the contractor to open cut the trench not only across the road diagonally but also at full depth below the County's stormwater box culvert to push a sleeve beneath. This resulted in additional time, material and manpower in installation and restoration. In addition to the actual water main work, the County required our new path to have significant temporary blacktop restoration. It was required because the new path for the water main was directly in the travel lane, and typical temporary restoration would not have held up. Lastly, although we had done soil boring to estimate the amount of rock we would encounter on the job, it did not come close to the amount of shale ledge we encountered throughout the trenching. This resulted in not only increases in the rock quantity, but also in the restoring water service to some of the buildings since we will now be forced to bore through rock.

The total change in cost of the change order is an additional \$16,897.55 which would bring the contract total to \$540,266.55. The Engineer's Estimate for the construction project initially was \$689,000 and the overall borrowing was \$826,000. I am recommending that the Town Board approve this change order request.

Thank you for your consideration.

# THOMAS GLEASON INCORPORATED

Water/Sewer Repair - Utility Installation - Rock Removal - Excavating - Trenching  
501 Salt Point Turnpike, Poughkeepsie, NY 12603  
Phone: 845-454-3730 | Fax: 845-204-9497  
Email: [gleasonestimating@thomasgleasoninc.com](mailto:gleasonestimating@thomasgleasoninc.com)  
Family Owned and Operated Since 1948

08/28/2015  
Contract# 12977.04

ATTN: Greg Bolner, P.E.  
Project Engineer  
Clark Patterson Lee  
(845) 522-5785 | [GBolner@ClarkPatterson.com](mailto:GBolner@ClarkPatterson.com)

RE: Titusville/Noxon Road Water Main Replacement Project Change Order 1- Item 1

Greg,

As per our correspondence we are pleased to provide a credit of \$10,506.50 for the discussed changes to the means of installation and location of the water line. Below is an estimated breakdown of our current costs and credits based on our general rates and previously agreed unit prices & line items.

## Cost Breakdown: \$69,755.50

1. Extra Work to Push Under Culvert : \$69,755.50

8/3/2015

### Crew & Equipment: \$4800

i.	Supervisor	8 hrs.	@	\$100.00	/hr.	=	\$800.00
ii.	Foreman	8 hrs.	@	\$94.00	/hr.	=	\$752.00
iii.	Operator	8 hrs.	@	\$116.00	/hr.	=	\$928.00
iv.	Driver	8 hrs.	@	\$92.00	/hr.	=	\$736.00
v.	Flagger	8 hrs.	@	\$78.00	/hr.	=	\$624.00
vi.	Excavator	6 hrs.	@	\$90.00	/hr.	=	\$540.00
vii.	Tri-Axle	6 hrs.	@	\$55.00	/hr.	=	\$330.00
viii.	Utility Truck	3 hrs.	@	\$30.00	/hr.	=	\$90.00

### Materials & Delivery: \$7200

i.	Large Trench Boxes	2 wks	@	\$2,100.00	/Wk	=	\$4,200.00
ii.	Traffic Control Devices	1 LS	@	\$3,000.00	/LS	=	\$3,000.00

8/4/2015

### Crew & Equipment: \$4800

i.	Supervisor	8 hrs.	@	\$100.00	/hr.	=	\$800.00
ii.	Foreman	8 hrs.	@	\$94.00	/hr.	=	\$752.00
iii.	Operator	8 hrs.	@	\$116.00	/hr.	=	\$928.00
iv.	Driver	8 hrs.	@	\$92.00	/hr.	=	\$736.00
v.	Flagger	8 hrs.	@	\$78.00	/hr.	=	\$624.00
vi.	Excavator	6 hrs.	@	\$90.00	/hr.	=	\$540.00
vii.	Tri-Axle	6 hrs.	@	\$55.00	/hr.	=	\$330.00
viii.	Utility Truck	3 hrs.	@	\$30.00	/hr.	=	\$90.00

### Materials & Delivery: \$2000

i.	Casing	20 LF	@	\$100.00	/LF	=	\$2,000.00
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# THOMAS GLEASON INCORPORATED

Water/Sewer Repair - Utility Installation - Rock Removal - Excavating - Trenching  
501 Salt Point Turnpike, Poughkeepsie, NY 12603  
Phone: 845-454-3730 | Fax: 845-204-9497  
Email: [gleasonestimating@thomasgleasoninc.com](mailto:gleasonestimating@thomasgleasoninc.com)  
Family Owned and Operated Since 1948

8/5/2015

Crew & Equipment: \$2900

i.	Supervisor	4	hrs.	@	\$100.00	/hr.	=	\$400.00
ii.	Foreman	4	hrs.	@	\$94.00	/hr.	=	\$376.00
iii.	Operator	4	hrs.	@	\$116.00	/hr.	=	\$464.00
iv.	Laborer	4	hrs.	@	\$85.00	/hr.	=	\$340.00
v.	Driver	4	hrs.	@	\$92.00	/hr.	=	\$368.00
vi.	Flagger	4	hrs.	@	\$78.00	/hr.	=	\$312.00
vii.	Excavator	4	hrs.	@	\$90.00	/hr.	=	\$360.00
viii.	Tri-Axle	4	hrs.	@	\$55.00	/hr.	=	\$220.00
ix.	Utility Truck	2	hrs.	@	\$30.00	/hr.	=	\$60.00

Materials & Delivery: \$2800

i.	Additional Item 4	133	CY	@	\$21.00	/CY	=	\$2,800.00
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N/A Additional Line Items: \$45255.5

i.	Ductile Iron Pipe	100	LF	@	\$83.40	/LF	=	\$8,340.00
ii.	Asphalt Restoration	230	LF	@	\$42.85	/LF	=	\$9,855.50
iii.	Extension of 3 Services	120	LF	@	\$75.00	/LF	=	\$9,000.00
iv.	Temporary Pavement	840	LF	@	\$21.50	/LF	=	\$18,060.00

Credit Breakdown: \$80,262.00

1. Item 5E Bore between STA 22+80 & 23+90: \$80,262.00

i.	5E Install 8" HDPE DR-11	1	LS	@	\$80,262.00	/LS	=	\$80,262.00
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Any questions, please feel free to contact our office.

Sincerely,

Ed Lamando  
Vice President-Operations  
Thomas Gleason Inc

# THOMAS GLEASON INCORPORATED

Water/Sewer Repair - Utility Installation - Rock Removal - Excavating - Trenching  
501 Salt Point Turnpike, Poughkeepsie, NY 12603  
Phone: 845-454-3730 | Fax: 845-204-9497  
Email: [gleasonestimating@thomasgleasoninc.com](mailto:gleasonestimating@thomasgleasoninc.com)  
Family Owned and Operated Since 1948

08/07/2015  
Contract# 12977.04

ATTN: Greg Bolner, P.E.  
Project Engineer  
Clark Patterson Lee  
(845) 522-5785 | [GBolner@ClarkPatterson.com](mailto:GBolner@ClarkPatterson.com)

RE: Titusville/Noxon Road Water Main Replacement Project Change Order 1- Item 2

Greg,

As per our correspondence we are pleased to provide an **additional cost of \$5,442.50** for the discussed changes to the means of installation and location of the water line. Below is a breakdown of our current cost based on our general rates and previously agreed unit prices & line items.

**Cost Breakdown: \$5,442.50**

1. Shoulder Asphalt Restoration : \$5,442.50
  - a. Approximately 50% of typical width.

Additional Line Items: \$5,442.5

i.	50% Asphalt Restoration	150	LF	@	\$22.00	/LF	=	\$3,300.00
ii.	Driveway Asphalt Restoration	50	LF	@	\$42.85	/LF	=	\$2,142.50

Any questions, please feel free to contact our office.

Sincerely,

Ed Lamando  
Vice President-Operations  
Thomas Gleason Inc

# THOMAS GLEASON INCORPORATED

Water/Sewer Repair - Utility Installation - Rock Removal - Excavating - Trenching  
501 Salt Point Turnpike, Poughkeepsie, NY 12603  
Phone: 845-454-3730 | Fax: 845-204-9497  
Email: [gleasonestimating@thomasgleasoninc.com](mailto:gleasonestimating@thomasgleasoninc.com)  
Family Owned and Operated Since 1948

08/17/2015  
Contract# 12977.04

ATTN: Greg Bolner, P.E.  
Project Engineer  
Clark Patterson Lee  
(845) 522-5785 | [GBolner@ClarkPatterson.com](mailto:GBolner@ClarkPatterson.com)

RE: Titusville/Noxon Road Water Main Replacement Project Change Order 1- Item 3

Greg,

As per our correspondence we are pleased to provide an **additional cost of \$6,961.55** for the discussed changes to the means of installation and location of the water line. Below is a breakdown of our current cost based on our general rates and previously agreed unit prices & line items.

**Cost Breakdown: \$6,961.55**

1. Additional Line Items: \$6,961.55
  - a. As directed by engineer.

Additional Line Items: \$6,961.55

i.	Ductile Iron Pipe	10	LF	@	\$83.40	/LF	=	\$834.00
ii.	Asphalt Restoration STA 31+40-32+83	143	LF	@	\$42.85	/LF	=	\$6,127.55

Any questions, please feel free to contact our office.

Sincerely,

Ed Lamando  
Vice President-Operations  
Thomas Gleason Inc

# THOMAS GLEASON INCORPORATED

Water/Sewer Repair - Utility Installation - Rock Removal - Excavating - Trenching  
501 Salt Point Turnpike, Poughkeepsie, NY 12603  
Phone: 845-454-3730 | Fax: 845-204-9497  
Email: [gleasonestimating@thomasgleasoninc.com](mailto:gleasonestimating@thomasgleasoninc.com)  
Family Owned and Operated Since 1948

09/01/2015  
Contract# 12977.04

ATTN: Greg Bolner, P.E.  
Project Engineer  
Clark Patterson Lee  
(845) 522-5785 | [GBolner@ClarkPatterson.com](mailto:GBolner@ClarkPatterson.com)

RE: Titusville/Noxon Road Water Main Replacement Project Change Order 2 - Item 1

Greg,

As per our correspondence we are pleased to provide an **additional cost of \$15,000.00** for the discussed changes to the means of installation and location of the water line. Below is a breakdown of our current cost based on our general rates and previously agreed unit prices & line items.

## Cost Breakdown: \$21,000.00

1. Bore Services in Rock with Sleeve : \$21,000.00
  - a. #316, #320, & #322 Titusville Rd.
  - b. Sleeve to be 2" HDPE or equal as approved in field.

Crew, Equipment, & Material: \$21,000.00

i.	Drill Bore Service	3	EA	@	\$6,900	/EA	=	\$20,700.00
ii.	Sleeve Material	200	LF	@	\$1.50	/LF	=	\$300.00

## Credit Breakdown: \$6,000.00

2. Bore Services : \$6,000.00
  - a. #316, #320, & #322 Titusville Rd.

Crew, Equipment, & Material: \$6,000.00

i.	Directional Bore Service	3	EA	@	\$2,000	/EA	=	\$6,000.00
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Any questions, please feel free to contact our office.

Sincerely,

Ed Lamando  
Vice President-Operations  
Thomas Gleason Inc

**RESOLUTION**

Councilman Jessup, seconded by Councilman Luna, introduced the following proposed local law, to be known as Local Law No. \_\_\_ of 2015, entitled A LOCAL LAW OF THE TOWN OF LAGRANGE, DUTCHESS COUNTY, NEW YORK TO AMEND CHAPTER 240, ZONING, OF THE LAGRANGE TOWN CODE TO ADD A NEW SECTION 240-70.2 ENTITLED SOLAR ENERGY SYSTEMS, TO AMEND SCHEDULE A1.1 OF SECTION 240-27 OF THE LAGRANGE TOWN CODE, TO AMEND SCHEDULE A1.2 OF SECTION 240-27 OF THE LAGRANGE TOWN CODE, AND TO ADD A NEW FOOTNOTE 39 TO SCHEDULE A OF 240-27 OF THE LAGRANGE TOWN CODE.

BE IT ENACTED by the Town Board of the Town of LaGrange that the Town Code is amended to read as follows:

Section 1. Chapter 240 of the LaGrange Town Code is amended to add a new Section 240-70.2 reading as follows:

§240-70.2. Solar Energy Systems.

- A. Purpose. Because it is in the public interest to provide for and encourage renewable energy systems and a sustainable quality of life, the purpose of this chapter is to facilitate the development and operation of renewable energy systems based on sunlight. Solar energy systems are appropriate in all zoning districts when measures are taken, as provided in this chapter, to minimize adverse impacts on neighboring properties and protect the public health, safety and welfare.

B. Definitions.

- (1) Building-Integrated Photovoltaic (BIPV): the incorporation of photovoltaic (PV) material into a building's envelope. Technologies include PV shingles or tiles, PV laminates, and PV glass. Examples of placement include vertical facades, semi-transparent skylights, awnings, fixed awnings, and roofs.
- (2) Ground-Mounted System: A solar energy system that is anchored to the ground and attached to a pole or similar mounting system, detached from any other structure.
- (3) Large-Scale System (Solar Farm): Solar energy systems located on land primarily used to convert solar energy into electricity for offsite energy consumption.
- (4) Roof-Mounted System: A solar panel located on a roof of a permitted principal use or accessory structure.
- (5) Solar Energy Equipment: Energy storage devices, material, hardware, or electrical equipment and conduit associated with the production of electrical energy.
- (6) Solar Energy System: An electrical generating system composed of a combination of both solar panels and solar energy equipment.
- (7) Solar Panel: A device capable of collecting and converting solar energy into electrical energy.

C. Solar as an Accessory Use/Structure.

- (1) Roof- Mounted Systems. Roof-mounted systems are permitted as an accessory use in all zoning districts when attached to lawfully permitted

principal uses and accessory structures, subject to the requirements set forth in this section:

(a) Height: Solar energy systems shall not exceed maximum height restrictions within any zoning district and are provided the same height exemptions granted to building-mounted mechanical devices or equipment.

(b) Aesthetics: Solar installations shall incorporate the following design requirements:

[1] Solar energy equipment shall be installed inside walls and attic spaces to reduce their visual impact. If solar energy equipment is visible from a public right of way, it shall match the color scheme of the underlying structure.

[2] Panels facing the front yard must be mounted at the same angle as the roof's surface with a maximum distance of 18 inches between the roof and highest edge of the system.

[3] Solar panels affixed to a flat roof shall be placed below the line of sight from a public right of way.

(2) Ground-Mounted Systems. Ground-mounted solar energy systems are permitted as an accessory structure in all zoning districts, subject to the requirements set forth in this section:

(a) All ground-mounted solar panels in residential districts shall be installed in the side yard or rear yard.

(b) Setback: Ground-mounted solar panels are subject to setback requirements of the underlying zoning district.

- (c) Height: Solar panels are restricted to a height of 12 feet.
- (d) Lot Coverage: The surface area of ground-mounted solar panels shall be included in lot coverage and impervious surface calculations.
- (e) Special use Permit Requirements. In addition to the requirements of Section 240-71 of this Chapter, the following requirements shall apply:
  - [1] Verification of utility notification. Foreseeable infrastructure upgrades shall be documented and submitted. Off-grid systems are exempt from this requirement.
  - [2] Name, address, and contact information of the applicant, property owner(s), and agent submitting the proposed project.
  - [3] Site plan approval is required.
  - [4] Blueprints signed by a Professional Engineer or Registered Architect of the solar installation showing the layout of the system.
  - [5] The equipment specification sheets shall be documented and submitted for all photovoltaic panels, significant components, mounting systems, and inverters that are to be installed.
  - [6] A ground-mounted system shall be fully screened from adjacent properties and roads by fencing or a combination

of fencing, and evergreen and deciduous plantings.

Plantings used for screening shall be of such a height and width, at the time of planting, so as to obscure the ground-mounted system from adjacent properties. Said screening shall be subject to the prior review and approval of the Planning Board to ensure compliance with this requirement.

[7] General placement of ground mounted systems should be done in a manner which maximizes distance from adjacent properties to ensure that the installation does not seek to minimize impact to the applicant at the expense of adjacent properties. The Planning Board has authority to increase the setback requirements to accomplish this goal.

(3) Installation Requirements

- (a) All solar energy system installations must be performed in accordance with applicable electrical and building codes, the manufacturer's installation, and industry standards, and prior to operation the electrical connections must be inspected by the Town Code Enforcement Officer or by an appropriate electrical inspection person or agency, as determined by the Town. In addition, any connection to the public utility grid must be inspected by the appropriate public utility.
- (b) When solar storage batteries are included as part of the solar energy system, they must be placed in a secure container or

enclosure meeting the requirements of the New York State Building Code when in use and when no longer used shall be disposed of in accordance with the laws and regulations of Dutchess County and other applicable laws and regulations.

- (c) Electric solar system. A sign shall be installed on the utility meter and any alternating current (AC) disconnect switch indicating that there is an operating solar electric co-generating system on site.

D. Solar as a Principal Use. Large-scale solar systems (Solar Farms) are permitted through the issuance of a special use permit within all zoning districts except TCB, H, MGH, and GH, in addition to the requirements set forth in this section:

- (1) Height and Setback: Large-scale solar energy systems shall adhere to the height and setback requirements of the underlying zoning district. Additional restrictions may be imposed during the special use permit process.
- (2) All large-scale solar energy systems shall be enclosed by fencing to prevent unauthorized access. Warning signs with the owner's contact information shall be placed on the entrance and perimeter of the fencing. The height and type of fencing shall be determined by the special use permit process.
- (3) Special use Permit Requirements. In addition to the requirements of Section 240-71 of this Chapter, the following requirements shall apply:
  - (a) Verification of utility notification. Foreseeable infrastructure upgrades shall be documented and submitted. Off-grid systems are exempt from this requirement.

- (b) Name, address, and contact information of the applicant, property owner(s), and agent submitting the proposed project.
- (c) If the property of the proposed project is to be leased, legal consent between all parties, specifying the use(s) of the land for the duration of the project, including easements and other agreements, shall be submitted.
- (d) Site plan approval is required.
- (e) Blueprints signed by a Professional Engineer or Registered Architect of the solar installation showing the layout of the system.
- (f) The equipment specification sheets shall be documented and submitted for all photovoltaic panels, significant components, mounting systems, and inverters that are to be installed.
- (g) Property Operation and Maintenance Plan: A property operation and maintenance plan is required, describing continuing photovoltaic maintenance and property upkeep, such as mowing, trimming, etc.
- (h) Height restrictions. The maximum height for ground-mounted solar systems shall not exceed 15 feet in height above the ground.
- (i) Design standards.
  - [1] Ground-mounted solar systems. A ground-mounted solar energy system shall be screened with perimeter plantings, to consist of evergreen plantings having a minimum height of 4 feet at the time of installation, and shall not be setback more than five feet from said system.

- [2] A landscaped buffer shall be provided around all equipment and solar panels to provide screening from adjacent residential properties and roads.
- [3] Ground cover under and between the rows of solar panels shall be low-maintenance, drought resistant natural fauna.
- [4] Roadways within the site shall not be constructed of impervious materials and shall be designed to minimize the extent of roadways constructed and soil compaction.
- [5] All on-site utility and transmission lines shall, to the extent feasible, be placed underground.
- [6] All large scale solar system facilities shall be designed and located in order to prevent reflective glare toward any inhabited buildings on adjacent properties as well as adjacent street rights-of-way.
- [7] All mechanical equipment of a large scale solar system, including any Structure for batteries or storage cells, shall be completely enclosed by a minimum six-foot-high fence with a self-locking gate and provided with landscape screening in accordance with the landscaping provisions of this chapter.
- [8] A large scale solar system connected to the utility grid shall provide a proof of concept Letter from the local utility company acknowledging the solar farm will be

interconnected to the utility grid in order to sell electricity to the public utility entity.

(4) Signs.

- (a) A sign not to exceed 8 square feet shall be attached to a fence adjacent to the main access gate and shall list the facility name, owner and phone number.
- (b) A clearly visible warning sign concerning voltage must be placed at the base of all pad-mounted transformers and substations.

(5) Abandonment

- (a) All applications for large scale solar system shall be accompanied by a decommissioning plan to be implemented upon abandonment, or cessation of activity, or in conjunction with removal of the structure. Prior to issuance of a building permit, the owner or operator of the facility or structure shall post a performance bond or other suitable guarantee in a face amount of not less than 150% of the estimated cost, as determined by the Town Engineer, to ensure removal of the solar energy system or facility or structure in accordance with the decommissioning plan described below. The form of the guarantee must be reviewed and approved by the Town Engineer and Town Attorney and the guarantee must remain in effect until the system is removed. Review of the guarantee by the Town Engineer and Town Attorney shall be paid from an escrow established by the applicant. Prior to removal of a solar energy

production facility or structure, a demolition permit for removal activities shall be obtained from the Town of LaGrange.

- (b) If the applicant ceases operation of the solar energy system or structure for a period of 18 months, or begins but does not complete construction of the project within 18 months after receiving final site plan approval, the applicant will submit a decommissioning plan that ensures that the site will be restored to a useful, nonhazardous condition without delay, including but not limited to the following:
  - [1] Removal of aboveground and belowground equipment, structures and foundations.
  - [2] Restoration of the surface grade and soil after removal of equipment.
  - [3] Re-vegetation of restored soil areas with native seed mixes, excluding any invasive species.
  - [4] The plan shall include a time frame for the completion of site restoration work.
- (c) In the event that construction of the solar energy system or structure has been started but is not completed and functioning within 18 months of the issuance of the final site plan, the Town may notify the operator and for the owner to complete construction and installation of the facility within 180 days. If the owner and/or operator fails to perform, the Town may notify the owner and/or operator to implement the decommissioning plan. The

decommissioning plan must be completed within 180 days of notification by the Town.

- (d) Upon cessation of activity of a fully constructed solar energy system or structure for a period of one year, the Town may notify the owner and/or operator of the facility to implement the decommissioning plan. Within 180 days of notice being served, the owner and/or operator can either restore operation equal to 80% of approved capacity or implement the decommissioning plan.
- (e) If the owner and/or operator fails to fully implement the decommissioning plan within the one-hundred-eighty-daytime period and restore the site as required, the Town may, at its own expense, provide for the restoration of the site in accordance with the decommissioning plan and may, in accordance with the law, recover all expenses incurred for such activities from the defaulted owner and/or operator. The cost incurred by the Town shall be assessed against the property, shall become a lien and tax upon said property, shall be added to and become a part of the taxes to be levied and assessed thereon, and enforced and collected with interest by the same officer and in the same manner as other taxes.

Section 2. Schedule A1.1 of Section 240-27 of the LaGrange Town Code is amended to add categories for “Solar Panels (ground mounted)” and “Solar: Large-Scale System (Solar Farm)” with the content provided within the Attachment “A” annexed hereto.

Section 3. Schedule A1.2 of Section 240-27 of the LaGrange Town Code is amended to add categories for “Solar Panels (ground mounted)” and “Solar: Large-Scale System (Solar Farm)” with the content provided within Attachment “B” annexed hereto, and to add the Symbol “P” for Townhouse in the MGH and GH districts.

Section 4. New Footnote 39 is added to Schedule 240-27 of the LaGrange Town Code, reading as follows: “See Section 240-70.2 Solar Energy Systems”.

Section 5. If any section of this local law shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to affect, impair, or invalidate the remainder of this local law.

Section 6. The requirements of this local law shall apply to all solar energy systems to be installed or modified after the effective date of this local law, excluding general maintenance and repair of such facilities.

Section 7. This local law shall take effect immediately upon filing with this state's Secretary of State.

Supervisor Bell advised the Town Board that, pursuant to the Municipal Home Rule Law of the State of New York, it will be necessary to hold a public hearing upon this law. He offered the following resolution which was seconded by Councilman Luna, who moved its adoption:

Whereas, on September 9, 2015, Councilman Jessup has introduced this local law for the Town of LaGrange, to be known as “Town of LaGrange Local Law No. \_\_\_ of the Year 2015, A LOCAL LAW OF THE TOWN OF LAGRANGE, DUTCHESS COUNTY, NEW YORK TO

AMEND CHAPTER 240, ZONING, OF THE LAGRANGE TOWN CODE, TO ADD A NEW SECTION 240-70.2 ENTITLED SOLAR ENERGY SYSTEMS, TO AMEND SCHEDULE A1.1 OF SECTION 240-27 OF THE LAGRANGE TOWN CODE, TO AMEND SCHEDULE A1.2 OF SECTION 240-27 OF THE LAGRANGE TOWN CODE, AND TO ADD A NEW FOOTNOTE 39 TO SCHEDULE A OF 240-27 OF THE LAGRANGE TOWN CODE.

RESOLVED, that a public hearing be held in relation to the proposed changes as set forth in the form of notice, hereinafter provided, at which hearing parties of interest and citizens shall have an opportunity to be heard, to be held at the Town Hall, 120 Stringham Road, La Grangeville, New York, on October 14, 2015, at 7 o'clock p.m., Prevailing Time, and that notice of said meeting shall be published in the official newspaper of general circulation in the Town of LaGrange, by the Town Clerk, at least five (5) days before such hearing and that notice shall be in the following form:

**NOTICE OF PUBLIC HEARING**

TAKE NOTICE that the Town Board of the Town of LaGrange will hold a public hearing at the Town Hall, 120 Stringham Road, LaGrangeville, New York on October 14, 2015 at 7:00 pm, on Local Law No. \_\_\_ of the Year 2015, A LOCAL LAW OF THE TOWN OF LAGRANGE, DUTCHESS COUNTY, NEW YORK TO AMEND CHAPTER 240, ZONING, OF THE LAGRANGE TOWN CODE TO ADD A NEW SECTION 240-70.2 ENTITLED SOLAR ENERGY SYSTEMS, TO AMEND SCHEDULE A1.1 OF SECTION 240-27 OF THE LAGRANGE TOWN CODE REGARDING SOLAR ENERGY SYSTEMS, TO AMEND SCHEDULE A1.2 OF SECTION 240-27 OF THE LAGRANGE TOWN CODE REGARDING SOLAR ENERGY SYSTEMS AND TOWNHOUSES IN THE MGH AND GH DISTRICTS, AND TO ADD A NEW FOOTNOTE 39 TO SCHEDULE A OF 240-27 OF THE LAGRANGE TOWN CODE REGARDING SOLAR ENERGY SYSTEMS.

TAKE FURTHER NOTICE, that copies of the aforesaid proposed local law will be available for examination at the office of the Clerk of the Town of LaGrange, at the Town Hall, 120 Stringham Road, LaGrangeville, New York between the hours of 8:30 a.m. and 4:00 p.m. on all business days, Monday through Friday, between the date of this notice and the date of the public hearing.

TAKE FURTHER NOTICE, that all persons interested and citizens shall have an opportunity to be heard on said proposal at the time and place aforesaid.

DATED: LaGrangeville, New York  
September 9, 2015

  
CHRISTINE O'REILLY-RAO  
TOWN CLERK

The foregoing resolution was voted upon with all councilmen voting as follows:

Supervisor Bell	AYE
Councilman Jessup	AYE
Councilman Luna	AYE
Councilman Polhemus	AYE
Councilman Dyal	ABSENT

DATED: LaGrangeville, New York  
September 9, 2015

  
CHRISTINE O'REILLY-RA  
TOWN CLERK

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