VILLAGE OF BROCKPORT

"To provide a high quality of life for all residents, exercising fiscal responsibility and preserving Brockport's unique heritage and historic character."

VILLAGE BOARD - MEETING AGENDA

Monday, October 19, 2015 7:00pm

Location: Village Hall conference room

- **CALL TO ORDER / PLEDGE:** please silence cell phones & electronic devices
- **MOMENT OF SILENCE:** to honor those who serve our Country, enforce our laws, & respond to emergencies
- **BROCKPORT HISTORICAL MOMENT:**
- **OATH OF OFFICE:** none
- **CERTIFICATES & PROCLAMATIONS:** none
- **GUESTS:** none

- **PUBLIC HEARINGS:**
  - To approve amended cable television franchise agreement
  - Proposed Local Law of 2015 – to amend the penalty provisions of Chapters 4, 18, 21, 35, 36, 55, 58 of the Brockport Village Code

- **PUBLIC COMMENT:** 5 minute limit per person / state name & address for record & speak directly to entire Board / share if this is a prepared statement & submit hard copy to Clerk after reading (& electronically next day)

- **CONSENSUS ITEMS:**
  - Approval of minutes – 10/5/15 & 10/14/15
  - Approval of bills to be paid

- **CLERK REPORT:**
  - Clerk – Leslie Ann Morelli

- **DEPARTMENT REPORTS:** (VB meeting the 3rd Monday of each month)
  - Treasurer – Treasurer Daniel P. Hendricks
    - NYCOM Fall training school - report
    - Financial reports for period ending 9/30/15
  - Building / Zoning / Code Enforcement – BI/CEO David J. Miller, Jr.
  - Police – Police Chief Daniel P. Varrenti (excused)
  - Public Works – Superintendent Harry G. Donahue
  - Village Attorney – Daniel J. Mastrella, Esq.

- **PERSONNEL ITEMS:**
  - Authorize advertising Boards/Committees vacancies
  - Accept resignation of Police Officer Nicole Sarratori effective 10/25/15

- **OLD or NEW BUSINESS:**
  - Grants: awarded $40,000 – CDBG for West Avenue Water Main Replacement – Phase 2
  - Amend resolution of 9/21/15 to include not 2 but all 4 BFD fire stations in solar farm with bill back
  - Approve & authorize Mayor to sign solar energy PPA with Solar Liberty
  - Authorize solar energy permit process & add fee to fee schedule

- **VILLAGE BOARD REPORTS:**
  - Mayor Margaret B. Blackman
  - Trustee/Deputy Mayor William G. Andrews
  - Trustee Valerie A. Ciciotti
  - Trustee Katherine J. Kristansen
  - Trustee John D. La Pierre

- **EXECUTIVE SESSION (if needed)**

- **ADJOURNMENT**

Upcoming:

Village Board work session: Monday, 10/26
Village Board meeting: Monday, 11/2
Village Hall closed: Wednesday, 11/11 for holiday
Village Board meeting: 7pm Monday, 11/16 (with Attorney & Treasurer & Department Heads)
Village Board work session: 7pm Monday, 11/23
Village Hall closed: Thursday, 11/26 & Friday, 11/27 for holiday

GUIDELINES
FOR PUBLIC COMMENT:

The public shall be allowed to speak only during the public comment period of the meeting or at such time as recognized by the presiding officer.

- Speakers must be visible.
- Speakers must give their name, address and organization, if any.
- Speakers must be recognized by the presiding officer.
- Speakers must limit their remarks to (5) five minutes on a given topic or extended if recognized by the presiding officer.
- Board members may, with the permission of the Mayor, interrupt a speaker during their remarks, but only for the purpose of clarification or information.
- All remarks shall be addressed to the Board as a body and not to any member thereof.
- Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.
- Interested parties or their representatives may address the Board by written communications in the event of creating a hardship to attend the meeting personally.

VILLAGE OF BROCKPORT

49 State Street · Brockport, New York 14420
Telephone (585) 637-5300 · Fax (585) 637-1045
Website: www.brockportny.org

The Victorian Village on the Erie Canal
Preserve America Community
Listed on the State and National Registers of Historic Places
Certified Local Government
Tree City USA Community
Erie Canalway Heritage Award of Excellence

VILLAGE OF BROCKPORT
Notice of Public Hearing

Please take notice that the Board of Trustees of the Village of Brockport will hold a **public hearing beginning at 7:00 pm on Monday, October 19, 2015**, in the Village Hall conference room 49 State Street, Brockport, NY 14420 regarding renewal of the amended cable television franchise agreement by and between the Village of Brockport and Time Warner Cable.

A copy of the agreement is available for public inspection during normal business hours at the Village Clerk's office and on the Village website. At such public hearing, all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement, if necessary.

By Order of the Brockport Village Board

Leslie Ann Morelli
Village Clerk
Village of Brockport

Dated: 9/21/15

Mayor Margaret B. Blackman
Trustee/Deputy Mayor William G. Andrews
Trustees Valerie A. Ciciotti, John D. LaPierre, Katherine J. Kristansen

Time Warner Cable - Draft
July 24, 2015

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FRANCHISE AGREEMENT

TO PROVIDE CABLE TELEVISION SERVICES

Between

Village of Brockport, New York

AND

Time Warner Cable Northeast LLC
d/b/a Time Warner Cable

FRANCHISE AGREEMENT

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THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered as of _____ between the Village of Brockport (the "Grantor") and Time Warner Cable Northeast LLC, d/b/a Time Warner Cable, a limited liability company organized and existing in good standing under the laws of Delaware ("Grantee").

WHEREAS, the Grantee has applied under the provisions of Federal law to Grantor for a renewal of its franchise granting it the right to construct and operate a cable television system and provide cable service; and

WHEREAS, the Company is providing such service pursuant to a franchise dated _____ and has substantially complied with the material terms of the franchise and applicable law; and

WHEREAS, the technical ability, financial condition and character of the Grantee and Grantee's plans for constructing and operating the cable system were considered and found adequate and feasible and approved by Grantor at a full public proceeding affording due process; and

WHEREAS, this proposed Franchise Agreement complies with the standards of the New York State Public Service Commission ("NYPSC"); and

WHEREAS, the franchise granted herein is non-exclusive,

NOW, THEREFORE, in consideration of the mutual conditions and covenants contained herein:

IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. SHORT TITLE

This Franchise Agreement shall become known and may be cited as the Village of Brockport/Time Warner Cable Franchise Agreement.

SECTION 2. DEFINITIONS.

For the purpose of this Agreement, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section 2. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

2.1 "Cable Act" means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. § § 521-611) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385,106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Pub. Law No. 104-104, 110 Stat. 56 (1996), as may be further amended.

2.2 "Cable Service" shall have the meaning provided under Section 602(6) of the Cable Act (47 U.S.C. §522(6) as may be amended.

2.3 "Cable System" or "System" shall have the meaning provided under Section 602(7) (47 U.S.C. §522(7) as may be amended.

2.4 "Channel" means a portion of the electromagnetic frequency spectrum or any other means of transmission (including, without limitation, optical fibers or any other means now available or that may become available) which is used in a cable television system and is capable of delivering a television channel as television channel is defined by FCC regulation.

2.5 "Effective Date" has the meaning given to it in Section 3.4 of this Agreement.

2.6 "FCC" means the Federal Communications Commission, its designee, or any successor thereto.

2.7 "Franchise Area" means the territorial area of the Village of Brockport. Such area shall include all areas annexed by the Village of Brockport. For purposes of this Agreement, annexations shall be effective upon sixty (60) days notice from the Grantor to Grantee, including a list of affected addresses. If Grantee is operating a cable system in an annexed area immediately prior to the date of annexation under the terms of another franchise, Grantee may, at its option, continue to operate under the terms of such other franchise until any date up to the expiration of said franchise at which time Grantee will operate its system in the annexed area under the terms of this Franchise.

2.8 "Grantee" means Time Warner Cable Northeast LLC or any successor thereto.

~~2.9 "Gross Revenues" means all revenue as determined in accordance with generally accepted accounting principles ("GAAP") received by Grantee from Subscribers and derived from the operation of the cable system to provide cable service. Gross Revenues shall not include monies received by Grantee attributable to its payment of franchise fees which it has passed through or any taxes on services or equipment furnished by Grantee which are imposed by the state, county, local or other governmental unit and collected by Grantee on behalf of said governmental unit, bad debt or monies received by Grantee that Grantee is required to expend for promotional activities.~~

2.9 "Gross Revenues" means all revenue, without deduction, received by Grantee directly or indirectly from the provision of cable television service in the Village of Brockport. Gross Revenues includes all eligible subscriber and non-subscriber revenue as

determined in accordance with GAAP. This includes, but it not limited to, all revenue from basic, standard, digital and premium tiers of cable service; installation, disconnection and/or reconnection charges; late or delinquent fee charges to the extent revenue; video on demand and pay-per-view service; on-screen program guides; additional outlets; franchise fees; equipment charges; as well as, all non-subscriber revenue including, but not limited to, revenue from advertising, home shopping, and leased access. Gross Revenues shall be adjusted for bad debt written off by the Grantee in the normal course of business provided that bad debt recoveries shall be included in Gross Revenues during the period collected.".

2.10 "NYPSC" means the New York Public Service Commission or any successor agency.

2.11 "Person" means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, private or public, whether for profit or not-for-profit

2.12 "Public Property" means any real property owned by any governmental unit.

2.13 "Streets" means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive or any public easement or right-of-way now or hereafter held and/or maintained by the Grantor.

2.14 "Subscriber" means any Person who lawfully receives Cable Service provided by Grantee by means of or in connection with the Cable System whether or not a fee is paid for such Cable Service.

SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS.

3.1 Grant of Franchise. Upon the Effective Date and subject to the terms and conditions of this Agreement and of applicable law, Grantee is granted a non-exclusive franchise for the occupation and use of the Grantor's Streets for the installation, operation, maintenance, repair, upgrade, and removal of the Cable System (the "Franchise"). This Agreement specifically gives Grantee the right to provide Cable Service via the Cable System within the Franchise Area.

3.2 Authority for Use of Streets.

A. For the purpose of operating, maintaining, and constructing a Cable System in the Franchise Area, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets within the Franchise Area such lines, cables, conductors, poles, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the Cable System.

B. Grantee shall operate and maintain the Cable System so as not to interfere with other uses of Streets. Grantee shall participate and cooperate in any "one-call" or similar system for the exchange of information on the utility location or work to be conducted.

3.3 Provision of Cable Service.

A. Grantee shall construct plant and make its cable service available consistent with the provisions of Section 895.5 of the regulations of the NYPSC.

B. Grantee shall not deny access to cable service to any group of potential residential subscribers because of the income of the residents of the area in which such group resides.

3.4 Franchise Term. The terms of this Franchise are subject to the approval of the NYPSC. Therefore, the Franchise shall commence on the date of approval by the NYPSC (Effective Date") and shall expire ~~15~~ten (10) years from the date of the renewal order by the NYPSC (the "Franchise Term") unless renewed, revoked or terminated sooner as herein provided. Grantee shall file applications for all necessary approvals from the NYPSC or FCC within sixty days of the approval of the Franchise or any amendment thereto by the Grantor.

3.5 Extension of System. Grantee shall extend its Cable System in the Franchise Area as required by the regulations of the NYPSC.

3.6 Police Powers. Grantor reserves the right to adopt in addition to the provisions contained herein and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not materially in conflict with the privileges granted herein and consistent with all federal and state laws, rules, regulations and orders.

3.7 Written Notice. All notices, reports or demands shall be given either by email with designated email address or by paper notice, hand-delivered or deposited in the United States mail in a sealed envelope with certified mail postage prepaid thereon, or by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantor: Village of Brockport
Attn: Mayor
49 State Street
Brockport, NY 14420

with a copy to: Grantor _____
Attn:

If to Grantee: Time Warner Cable
Attn: Government Relations
2604 Seneca Avenue
Niagara Falls, NY 14305

With a copy to: Time Warner Cable
Attn: Law Department/Regulatory
60 Columbus Circle
New York, NY 10023

Such addresses may be changed by either party upon notice to the other party given as provided in this Section. In addition, either party may agree to receive certain notices, reports or demands by email at an email address which it provides to other party.

3.8 Franchise Non-Exclusive.

A. The Franchise granted herein is non-exclusive. The Grantor specifically reserves the right to grant, at any time, additional franchises for a cable television system in accordance with state and federal law. The Grantor agrees that any grant of additional franchises by the Grantor to any other entity to provide cable or video service shall not be on terms and conditions that when taken as a whole are more favorable or less burdensome to the franchisee of any such additional franchise, than those which are set forth herein.

B. If the Grantor grants a cable television franchise or other right to provide cable service to another person on terms which overall provide greater benefits or impose lesser burdens than provided herein, the Grantor agrees to amend this Franchise (effective upon the grant to said other person) to overall provide such greater benefits or lesser burdens.

C.(i) Grantee agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Grantee shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Grantee.

(ii) In the event Grantor grants to any other Person (being referred to as "Other Person" in the below quoted paragraph) a franchise, consent or other right to occupy or use the Streets, or any part thereof, for the construction, operation or maintenance of all or part of a cable television system or any similar system or technology, the Grantor shall include the following language or language to similar effect into any such franchise, consent or other document and/or promptly pass a resolution, conditioning the use of the Streets or any part thereof by any such Person, as follows:

"Other Person agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Other Person shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Other Person."

D. Notwithstanding any other provision in this Franchise: In the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to construct, operate or maintain a cable system in the Franchise Area to obtain a franchise from the Grantor for the construction, operation or maintenance of a cable system, then, Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise. Grantee shall not abandon cable service in any portion of the Franchise Area without Grantor's consent and shall remain subject to all applicable laws and regulations with respect to abandonment of service including those of the NYPSC. Furthermore, in the event any change to state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Franchise Area in a way that reduces the regulatory or economic burdens for such person, then, at Grantee's request, Grantor shall agree with Grantee to amend this Franchise to similarly reduce the regulatory or economic burdens on Grantee. It is the intent of this section that, at Grantee's election, Grantee shall be subject to no more burdensome regulation or provided lesser benefits under this Franchise than any other persons that might construct, operate or maintain a cable system in the Franchise Area. To the extent any acts pursuant to this section, including Grantee's choice to terminate this Franchise, result in an amendment to the Franchise, any such amendment shall be subject to such approval by the NYPSC as required by law and regulation.

3.9 Continuing Administration. The Mayor is responsible for the continuing administration of the Franchise.

SECTION 4. TECHNICAL STANDARDS.

4.1 Technical Standards. The Cable System shall be designed, constructed, and operated so as to meet the technical standards promulgated by the FCC relating to Cable Communications Systems contained in part 76 of the FCC's rules and regulations, as may be amended from time to time. The Grantor may, upon written request, witness tests of the Cable System being conducted pursuant to FCC rules and regulations, and the results of those tests shall be made available to the Grantor free of charge within thirty (30) days of completion of the tests if the Grantor requests them in writing.

SECTION 5. EAS AND PEG.

5.1 Emergency Alert System. Grantee shall comply with the Emergency Alert System regulations of the FCC. The emergency alert system shall meet all Federal and State requirements.

5.2 PEG Access Channels. Grantee shall make available PEG access and comply with the standards set for PEG as required by the regulations of the NYPSC. Any PEG channel shall be shared with other franchising authorities served by Grantee's cable system. The Grantor shall indemnify, save and hold Grantee harmless from and against any liability resulting from the Grantor's use of the PEG Channels for municipal access.

SECTION 6. CONSTRUCTION PROVISIONS.

6.1 Construction Standards.

A. Grantee shall construct and maintain its cable system using materials of good and durable quality. All work involved in the construction, installation, maintenance, and repair of the cable system shall be performed in a safe, thorough, and reliable manner.

B. All construction practices shall be in accordance with all applicable Federal and state law and generally applicable local codes.

C. All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the provisions of the applicable National Electrical Safety Code and National Electrical Code.

D. All of Grantee's plant and equipment (a) shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices; and (b) shall not endanger or interfere with ordinary use of the rights-of-way or unnecessarily hinder or obstruct pedestrian or vehicular traffic.

E. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.

F. Grantee has constructed a hybrid fiber/coax cable system capable of providing a minimum capacity of (78) channels. Grantee shall maintain the system at the same or enhanced level during the term of the franchise.

6.2 Construction Codes.

A. Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction in the Franchise Area.

B. The Grantor shall have the right to inspect all construction or installation work in the public rights-of-way performed pursuant to the provisions of this Agreement.

6.3 Repair of Streets and Property.

A. Any and all Streets, municipal property, or private property, which are destroyed or damaged by Grantee during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the Cable System shall be promptly replaced or repaired by Grantee, at its expense, and restored to a serviceable condition as good as that prevailing prior to Grantee's disturbance of, or damage to, the property. If Grantee fails to repair, replace, or otherwise correct a Street or property following reasonable written notice by the Grantor, the Grantor may complete any repair, replacement, restoration or other correction and invoice Grantee for the same.

6.4 Use of Existing Poles.

A. Poles may be erected by Grantee subject to any generally applicable regulation by Grantor with regard to location, height, type, and any other pertinent aspect. It is the responsibility of Grantee to secure agreements for use of poles or conduits owned by third parties.

B. Where poles already existing for use in serving the Franchise Area are available for use by Grantee, but it does not make arrangements for such use, the Grantor may require Grantee to use such poles if it determines that the public convenience would be enhanced thereby, and if the Grantee can obtain such use on reasonable terms and conditions and at less cost to Grantee than erecting its own poles. No term or condition shall be reasonable if not consistent with pole attachments rates and conditions established by the FCC and/or NYPSC.

6.5 Undergrounding of Cable.

A. Cable shall be installed underground where the existing telephone and electrical utilities are already underground. In the event the Grantor reimburses any utility for undergrounding, Grantee shall be similarly reimbursed.

6.6 Reservation of Street Rights.

A. Nothing in this Agreement shall be construed to prevent the Grantor from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

B. All such work shall be done, insofar as practicable in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Grantee.

C. If any such property of Grantee shall interfere with the construction or relocation, maintenance or repair of any Street or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, Street or any other public improvement, at least thirty (30) days written notice shall be given to Grantee by the Grantor and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Grantee in such manner as shall be directed by the Grantor so that the same shall not interfere with the said public work of the Grantor, as reasonably determined by the Grantor and such removal or replacement shall be at the expense of Grantee, provided, however, if any other right-of-way user is compensated for such work by the Grantor, then Grantee shall be similarly compensated.

D. Nothing contained in this Agreement shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, re-grading, or changing the line of any Street or public place or with the construction or reconstruction of any sewer or water system or with any other work.

6.7 Trimming of Trees. Grantee shall have the authority to trim trees, in accordance with all generally applicable utility restrictions, ordinance and easement restrictions, upon and hanging over Streets, alleys, sidewalks, and public places of the Grantor so as to prevent the branches of such trees from interfering with the Cable System.

6.8 System Abandonment.

Grantee may not abandon cable service in any portion of the Franchise Area without the consent of Grantor.

6.9 Movement of Facilities. In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Agreement, in order to lawfully move a large object, vehicle, building or other structure over the Streets of the Franchise Area, upon two (2) weeks written notice by the Grantor to Grantee, Grantee shall move, such of its facilities as may be required to facilitate such movements. The Person requesting the temporary removal shall pay Grantee in advance the costs Grantee incurs in moving its facilities. Any service disruption provisions of this Agreement shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities pursuant to this Section results in temporary service disruptions.

SECTION 7. REPORTING PROVISIONS.

7.1 Audit and Inspection. The Grantor, its agents and its representatives shall have the authority, during normal business hours, to arrange for and conduct an inspection of the

books, records, maps, plans, financial statements and other like materials of Grantee where such inspection is necessary to ascertain Grantee's compliance with the material terms of this Franchise. Grantee will be given thirty (30) business days advance written notice of such an inspection request and a description, to the best of the Grantor's ability, of the materials it wants to inspect.

7.2 Communications with Regulatory Agencies. Copies of all publicly available petitions, applications, communications and reports submitted by Grantee, to any federal or state regulatory commission or agency relating to the Cable System operated pursuant to this Franchise shall also be made available to the Grantor upon request. Copies of publicly available responses from the regulatory agencies to Grantee shall likewise be made available to the Grantor upon request.

7.3 Confidentiality. Grantor shall maintain as confidential any information provided to it by Grantee under the terms of this Franchise which Grantee has designated as confidential. In the event that Grantor believes at any time that it is required by law to disclose such information to a third party, Grantor will so notify Grantee at a time prior to any such disclosure that affords Grantee a reasonable opportunity to take such action as it deems necessary to prevent such disclosure, including seeking relief in court.

7.4 Reporting. Any report required by this Franchise may be satisfied with system-wide statistics, except for reporting requirements related to franchise fees and customer complaints.

SECTION 8. CONSUMER PROTECTION PROVISIONS.

8.1 Rate Regulation. Grantee's rate and charges for cable service shall be subject to regulation in accordance with Federal law.

8.2 Customer Service.

A. Grantee shall comply with the cable customer service and consumer protection standards of the FCC and NYPSC.

B. Any bill, notice or other communication provided or issued by Grantee to any Subscriber may be provided or issued, if such Subscriber so consents, solely by electronic means.

SECTION 9. FRANCHISE FEES.

A. Grantee shall pay to the Grantor a franchise fee in an amount equal to five percent (5 %) of Grantee's Gross Revenues.

B. Payments due the Grantor under this provision shall be computed ~~at the end of each calendar year~~ quarterly. Payments shall be due and payable for each ~~year~~quarter not later than ~~February 15 of the~~ 45 days following ~~year.~~the end of the quarter. Each payment

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shall be accompanied by a brief report of ~~Grantee's~~Grantee's Gross Revenues for the preceding ~~year~~quarter.

C. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Grantor may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the Grantor.

~~D. No auditor engaged by the Grantor shall be compensated on a success based formula, e.g., payment based on a percentage of an underpayment, if any.~~

D. In the event of an underpayment of franchise fees, Time Warner Cable will remit the underpaid amount within 60 days of notification. Time Warner Cable will pay interest on the underpaid amount at an annual rate equal to prime plus 1%, from the date the underpayment occurred through the date payment of the underpaid amount is issued.

E. Grantor shall not conduct an audit more frequently than once every three (3) years and may not audit any period earlier than six (6) years prior to the time the audit is conducted.

F. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise granted by Grantor.

G. If Grantee charges a combined or "bundled" rate for a package of services which includes Cable Services subject to the franchise fee and other services which are not subject to the franchise fee, the franchise fee shall be imposed on the portion of the bundled charge applicable to the cable services subject to the franchise fee as reflected in the books and records of Grantee, subject to any applicable laws and regulations. Any discounts applied to bundled rates shall be applied in accordance with GAAP.

10. INDEMNITY AND INSURANCE.

10.1 Indemnity

A. Grantee shall indemnify, defend, and hold harmless the Grantor for all damages and penalties incurred by Grantor as a result of Grantee's conduct or performance under this Agreement or exercise of the Franchise. These damages and penalties shall include, but shall not be limited to, damages arising out of personal injury, property damage, copyright infringement, defamation, antitrust, errors and omission, theft, fire, and all other damages arising out of Grantee's exercise of the Franchise, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement; such indemnification shall include, but not be limited to, reasonable attorney's fees and costs. Grantee's obligations hereunder shall not extend to any claim or loss to the extent arising from the Grantor's negligence; misconduct; the content of programming carried on any channel set aside for public educational or governmental use, or channels leased pursuant

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to 47 U.S.C. §532; and, the Grantor's use of Grantee's emergency alert system ("EAS") capability.

B. In order for the Grantor to assert its rights to be indemnified and held harmless, the Grantor must:

(1) promptly notify Grantee of any claim or legal proceeding which gives rise to such right;
(2) afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
(3) fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

10.2 Liability Insurance.

A. Grantee shall maintain, throughout the term of the Franchise, liability insurance with a company licensed to do business in the State of New York with a rating by Best of not less than "A-," insuring Grantee and the Grantor (wherein the Grantor is named as additional insured) with respect to Grantee's activities in the Franchise Area in the minimum amounts of:

1. One Million Dollars ($1,000,000.00) for bodily injury or death to any one (1) person;
2. Three Million Dollars ($3,000,000.00) for bodily injury or death resulting from any one (1) accident or occurrence;
3. One Million Dollars ($1,000,000.00) for all other types of liability.
4. Five Million Dollars ($5,000,000.00) excess liability or umbrella coverage.

B. Grantee shall maintain in force, during the term of this Agreement and any renewal thereof, Workers' Compensation Insurance, covering its obligations under the Workers' Compensation statute.

C. Upon request, Grantee shall furnish to the Grantor a certificate evidencing that a satisfactory insurance policy has been obtained. Such insurance policy shall require that the Grantor be notified thirty (30) days prior to any expiration or cancellation.

SECTION 11. REVOCATION AND REMOVAL

11.1. Right to Revoke.

A. In addition to all other rights which the Grantor has pursuant to law or equity, the Grantor reserves the right to revoke, terminate or cancel this Agreement and the Franchise and all rights and privileges pertaining thereto, after following the procedures outlined herein, in the event that Grantee substantially violates any material provision of this Agreement and fails to remedy such violation as required.

B. Whenever the Grantor finds that Grantee has allegedly violated one or more material terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford the Grantee an opportunity to investigate and/or remedy the alleged violation. Grantee shall have sixty (60) days subsequent to receipt of the notice in which to correct the violation. Grantee may, within thirty (30) days of receipt of notice, notify the Grantor that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall specify with particularity the matters disputed by Grantee and stay the running of the above-described time.

C. Grantor shall hear Grantee's dispute at a regularly scheduled or specially scheduled Council meeting of which Grantee has been given at least two weeks notice. Grantee shall have the right to subpoena and examine witnesses and cross-examine any other witnesses. The Grantor shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination and provide such findings to Grantee. If a violation is found, Grantee may petition for reconsideration.

D. If after hearing the dispute, the claim of non-compliance is upheld by the Grantor, then Grantee shall have sixty (60) days from the date of receipt of Grantor's written decision within which to remedy the violation.

E. The time for Grantee to correct any alleged violation shall be extended by the Grantor if the necessary action to correct the alleged violation is of such a nature or character as to require more than sixty (60) days within which to perform, provided Grantee commences corrective action and thereafter exercises due diligence to correct the violation.

F. In the event that Grantee fails to remedy the violation within the time frame set herein, Grantor may revoke the Franchise by vote of its governing body after a public hearing of which Grantee has been given at least two weeks notice and at which Grantee shall have the right to be heard; to subpoena and examine witnesses; and cross-examine any other witnesses. Grantor shall state in writing the basis for any decision to revoke the Franchise. Any revocation hereunder is subject to appeal by Grantee in a court of competent jurisdiction.

11.2. Removal After Revocation or Termination.

A. At the termination of the Franchise Term if renewal has been finally denied in accordance with Federal law, or upon revocation of the Franchise, as provided for herein, the Grantor shall have the right to require Grantee to remove, at Grantee's expense, all or any portion of the Cable System from Streets and Public Property within the Franchise Area. In so removing the Cable System, Grantee shall refill and compact at its own expense any excavation that shall be made and shall leave all Streets, Public Property and private property in as good a condition as that prevailing prior to Grantee's removal of the Cable System, and without affecting, altering or disturbing in anyway electric, telephone

or utility, cables wires or attachments. The Grantor, or its delegate, shall have the right to inspect and approve the condition of such Streets and Public Property after removal. The insurance and indemnity provisions of this Agreement shall remain in full force and effect during the entire term of removal.

SECTION 12. TRANSFER

12.1 Sale or Transfer of Franchise.

A. Grantee shall provide at least sixty days notice to Grantor in the event the Franchise is to be sold, assigned or otherwise transferred.

B. Within thirty (30) days of the consummation of any Franchise Transfer subject to the provisions of this Section, Grantee shall notify the Grantor of the closing of such Franchise Transfer.

SECTION 13. RIGHTS OF INDIVIDUALS PROTECTED.

13.1 Discriminatory Practices Prohibited.

A. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of age, race, creed color, national origin or sex. Grantee shall comply at all times with all applicable federal and state laws relating to non-discrimination.

B. Grantee will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment on the basis of age, race, creed, color, national origin or sex.

SECTION 14. MISCELLANEOUS PROVISIONS.

14.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Agreement, the provisions of this Agreement shall govern.

14.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision will be ineffective but the remainder of this Agreement will not be affected, and it will in all other respects, continue to be effective and enforceable. If the holding of invalidity or unenforceability is subsequently repealed, unenforceable or otherwise changed so that the provision which had been held invalid is no longer in

conflict with the law, rules and regulations then in effect, the provision will return to full force and effect.

14.3 Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

14.4 No Third Party Beneficiaries. This Agreement is not intended to, and does not create any rights or benefits on behalf of any person other than the parties to this Agreement.

14.5 Captions. The paragraph captions and headings in this Agreement are for convenience and reference purpose only and shall not affect in any way the meaning of interpretation of this Agreement.

14.6 Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period, or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.

14.7 Amendments. This Agreement may be amended only by the mutual consent of the Grantor and Grantee and in accordance with the regulations of the NYPSC. Any amendment must be in writing and executed by the Grantor and Grantee.

14.8 Force Majeure. In no event, and notwithstanding any contrary provision in this Franchise, shall this Franchise be subject to revocation or termination, or Grantor or Grantee be subject to penalty or prejudice or in any way liable for non-compliance with or delay in the performance of any obligations hereunder, where its failure to cure or take reasonable steps to cure is due to reason of Acts of God; acts of public enemies; order of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots; strikes; failure of suppliers; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; partial or entire failure of utilities or any other cause or event not reasonably within the control of the party. Neither Grantor nor Grantee shall be deemed to be in violation or default during the continuance of such inability and such party shall be excused from its obligations herein during the course of any such events or conditions and the time specified for performance of the obligations hereunder shall automatically extended for a period of time equal to the period of the existence of any such events or conditions and such reasonable time thereafter as shall have been necessitated by any such events or conditions.

14.9 Courtesy Service. Grantee shall provide, without charge, one outlet of standard cable service to all municipally owned buildings, libraries, and police departments within the service area of this franchise that are listed on Exhibit A.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be signed by their duly authorized officials and officers as of _____.

GRANTOR OF THE VILLAGE OF BROCKPORT	TIME WARNER CABLE NORTHEAST LLC
By:_____	By:_____
Title:_____	Title:_____

Approved as to form:

_____

EXHIBIT A

Sweden Town Hall
18 State Street
Brockport, NY 14420

Cornerstone Christian Academy
60 Holley Street
Brockport, NY 14420

Brockport Hose Capen Fire
237 Main Street
Brockport, NY 14420

Brockport High School
1 Allen Street
Brockport, NY 14420

Brockport Volunteer Ambulance
38 Market Street
Brockport, NY 14220

Barclay School
2 Allen Street
Brockport, NY 14220

Brockport Fire District
38 Market Street
Brockport, NY 14220

Brockport Middle School
3 Allen Street
Brockport, NY 14220

Brockport Police
1 Clinton Street
Brockport, NY 14220

Ginther School
4 Allen Street
Brockport, NY 14220

Brockport Village Highway Dept.
49 State Street
Brockport, NY 14220

Brockport Intermediate School
40 Allen Street
Brockport, NY 14220

Brockport Fire District
191 West Avenue
Brockport, NY 14220

Nativity School
1 Holley Street
Brockport, NY 14220

Brockport Fire Dept.
248 West Avenue
Brockport, NY 14220

Sweden Senior Center
133 State Street
Brockport, NY 14220

Brockport Village DPW
38 East Avenue
Brockport, NY 14220

Village of Brockport Visitor Center
11 Water Street
Brockport, NY 14220

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VILLAGE OF BROCKPORT – DRAFT FRANCHISE AGREEMENT
May 19, 2014

Time Warner Cable - Draft
July 24, 2015

FRANCHISE AGREEMENT

TO PROVIDE CABLE TELEVISION SERVICES

Between

Village of Brockport, New York

AND

Time Warner Cable Northeast LLC
d/b/a Time Warner Cable

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered as of _____ between the Village of Brockport (the "Grantor") and Time Warner Cable Northeast LLC, d/b/a Time Warner Cable, a limited liability company organized and existing in good standing under the laws of Delaware ("Grantee").

WHEREAS, the Grantee has applied under the provisions of Federal law to Grantor for a renewal of its franchise granting it the right to construct and operate a cable television system and provide cable service; and

WHEREAS, the Company is providing such service pursuant to a franchise dated _____ and has substantially complied with the material terms of the franchise and applicable law; and

WHEREAS, the technical ability, financial condition and character of the Grantee and Grantee's plans for constructing and operating the cable system were considered and found adequate and feasible and approved by Grantor at a full public proceeding affording due process; and

WHEREAS, this proposed Franchise Agreement complies with the standards of the New York State Public Service Commission ("NYPSC"); and

WHEREAS, the franchise granted herein is non-exclusive,

NOW, THEREFORE, in consideration of the mutual conditions and covenants contained herein:

IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. SHORT TITLE

This Franchise Agreement shall become known and may be cited as the Village of Brockport/Time Warner Cable Franchise Agreement.

SECTION 2. DEFINITIONS.

For the purpose of this Agreement, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section 2. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

2.1 "Cable Act" means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. § § 521-611) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385,106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Pub. Law No. 104-104, 110 Stat. 56 (1996), as may be further amended.

2.2 "Cable Service" shall have the meaning provided under Section 602(6) of the Cable Act (47 U.S.C. §522(6) as may be amended.

2.3 "Cable System" or "System" shall have the meaning provided under Section 602(7) (47 U.S.C. §522(7) as may be amended.

2.4 "Channel" means a portion of the electromagnetic frequency spectrum or any other means of transmission (including, without limitation, optical fibers or any other means now available or that may become available) which is used in a cable television system and is capable of delivering a television channel as television channel is defined by FCC regulation.

2.5 "Effective Date" has the meaning given to it in Section 3.4 of this Agreement.

2.6 "FCC" means the Federal Communications Commission, its designee, or any successor thereto.

2.7 "Franchise Area" means the territorial area of the Village of Brockport. Such area shall include all areas annexed by the Village of Brockport. For purposes of this Agreement, annexations shall be effective upon sixty (60) days notice from the Grantor to Grantee, including a list of affected addresses. If Grantee is operating a cable system in an annexed area immediately prior to the date of annexation under the terms of another franchise, Grantee may, at its option, continue to operate under the terms of such other franchise until any date up to the expiration of said franchise at which time Grantee will operate its system in the annexed area under the terms of this Franchise.

2.8 "Grantee" means Time Warner Cable Northeast LLC or any successor thereto.

2.9 "Gross Revenues" means all revenue, without deduction, received by Grantee directly or indirectly from the provision of cable television service in the Village of Brockport. Gross Revenues includes all eligible subscriber and non-subscriber revenue as determined in accordance with GAAP. This includes, but **is** not limited to, all revenue from basic, standard, digital and premium tiers of cable service; installation, disconnection and/or reconnection charges; late or delinquent fee charges to the extent revenue; video on demand and pay-per-view service; on-screen program guides; additional outlets; franchise fees; equipment charges; as well as, all non-subscriber revenue including, but not limited to, revenue from advertising, home shopping, and leased access. Gross Revenues shall be adjusted for bad debt written off by the Grantee

in the normal course of business provided that bad debt recoveries shall be included in Gross Revenues during the period collected.".

2.10 "NYPSC" means the New York Public Service Commission or any successor agency.

2.11 "Person" means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, private or public, whether for profit or not-for-profit

2.12 "Public Property" means any real property owned by any governmental unit.

2.13 "Streets" means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive or any public easement or right-of-way now or hereafter held and/or maintained by the Grantor.

2.14 "Subscriber" means any Person who lawfully receives Cable Service provided by Grantee by means of or in connection with the Cable System whether or not a fee is paid for such Cable Service.

SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS.

3.1 Grant of Franchise. Upon the Effective Date and subject to the terms and conditions of this Agreement and of applicable law, Grantee is granted a non-exclusive franchise for the occupation and use of the Grantor's Streets for the installation, operation, maintenance, repair, upgrade, and removal of the Cable System (the "Franchise"). This Agreement specifically gives Grantee the right to provide Cable Service via the Cable System within the Franchise Area.

3.2 Authority for Use of Streets.

A. For the purpose of operating, maintaining, and constructing a Cable System in the Franchise Area, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets within the Franchise Area such lines, cables, conductors, poles, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the Cable System.

B. Grantee shall operate and maintain the Cable System so as not to interfere with other uses of Streets. Grantee shall participate and cooperate in any "one-call" or similar system for the exchange of information on the utility location or work to be conducted.

3.3 Provision of Cable Service.

A. Grantee shall construct plant and make its cable service available consistent with the provisions of Section 895.5 of the regulations of the NYPSC.

B. Grantee shall not deny access to cable service to any group of potential residential subscribers because of the income of the residents of the area in which such group resides.

3.4 Franchise Term. The terms of this Franchise are subject to the approval of the NYPSC. Therefore, the Franchise shall commence on the date of approval by the NYPSC (Effective Date") and shall expire ten (10) years from the date of the renewal order by the NYPSC (the "Franchise Term") unless renewed, revoked or terminated sooner as herein provided. Grantee shall file applications for all necessary approvals from the NYPSC or FCC within sixty days of the approval of the Franchise or any amendment thereto by the Grantor.

3.5 Extension of System. Grantee shall extend its Cable System in the Franchise Area as required by the regulations of the NYPSC.

3.6 Police Powers. Grantor reserves the right to adopt in addition to the provisions contained herein and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not materially in conflict with the privileges granted herein and consistent with all federal and state laws, rules, regulations and orders.

3.7 Written Notice. All notices, reports or demands shall be given either by email with designated email address or by paper notice, hand-delivered or deposited in the United States mail in a sealed envelope with certified mail postage prepaid thereon, or by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantor: Village of Brockport
Attn: Mayor
49 State Street
Brockport, NY 14420

with a copy to: Grantor _____
Attn:

If to Grantee: Time Warner Cable
Attn: Government Relations
2604 Seneca Avenue
Niagara Falls, NY 14305

With a copy to: Time Warner Cable
Attn: Law Department/Regulatory
60 Columbus Circle
New York, NY 10023

Such addresses may be changed by either party upon notice to the other party given as provided in this Section. In addition, either party may agree to receive certain notices, reports or demands by email at an email address which it provides to other party.

3.8 Franchise Non-Exclusive.

A. The Franchise granted herein is non-exclusive. The Grantor specifically reserves the right to grant, at any time, additional franchises for a cable television system in accordance with state and federal law. The Grantor agrees that any grant of additional franchises by the Grantor to any other entity to provide cable or video service shall not be on terms and conditions that when taken as a whole are more favorable or less burdensome to the franchisee of any such additional franchise, than those which are set forth herein.

B. If the Grantor grants a cable television franchise or other right to provide cable service to another person on terms which overall provide greater benefits or impose lesser burdens than provided herein, the Grantor agrees to amend this Franchise (effective upon the grant to said other person) to overall provide such greater benefits or lesser burdens.

C.(i) Grantee agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Grantee shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Grantee.

(ii) In the event Grantor grants to any other Person (being referred to as "Other Person" in the below quoted paragraph) a franchise, consent or other right to occupy or use the Streets, or any part thereof, for the construction, operation or maintenance of all or part of a cable television system or any similar system or technology, the Grantor shall include the following language or language to similar effect into any such franchise, consent or other document and/or promptly pass a resolution, conditioning the use of the Streets or any part thereof by any such Person, as follows:

> "Other Person agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Other Person shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a

result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Other Person."

D. Notwithstanding any other provision in this Franchise: In the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to construct, operate or maintain a cable system in the Franchise Area to obtain a franchise from the Grantor for the construction, operation or maintenance of a cable system, then, Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise. Grantee shall not abandon cable service in any portion of the Franchise Area without Grantor's consent and shall remain subject to all applicable laws and regulations with respect to abandonment of service including those of the NYPSC. Furthermore, in the event any change to state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Franchise Area in a way that reduces the regulatory or economic burdens for such person, then, at Grantee's request, Grantor shall agree with Grantee to amend this Franchise to similarly reduce the regulatory or economic burdens on Grantee. It is the intent of this section that, at Grantee's election, Grantee shall be subject to no more burdensome regulation or provided lesser benefits under this Franchise than any other persons that might construct, operate or maintain a cable system in the Franchise Area. To the extent any acts pursuant to this section, including Grantee's choice to terminate this Franchise, result in an amendment to the Franchise, any such amendment shall be subject to such approval by the NYPSC as required by law and regulation.

3.9 Continuing Administration. The Mayor is responsible for the continuing administration of the Franchise.

SECTION 4. TECHNICAL STANDARDS.

4.1 Technical Standards. The Cable System shall be designed, constructed, and operated so as to meet the technical standards promulgated by the FCC relating to Cable Communications Systems contained in part 76 of the FCC's rules and regulations, as may be amended from time to time. The Grantor may, upon written request, witness tests of the Cable System being conducted pursuant to FCC rules and regulations, and the results of those tests shall be made available to the Grantor free of charge within thirty (30) days of completion of the tests if the Grantor requests them in writing.

SECTION 5. EAS AND PEG.

5.1 Emergency Alert System. Grantee shall comply with the Emergency Alert System regulations of the FCC. The emergency alert system shall meet all Federal and State requirements.

5.2 PEG Access Channels. Grantee shall make available PEG access and comply with the standards set for PEG as required by the regulations of the NYPSC. Any PEG channel shall be shared with other franchising authorities served by Grantee's cable system. The Grantor shall indemnify, save and hold Grantee harmless from and against any liability resulting from the Grantor's use of the PEG Channels for municipal access.

SECTION 6. CONSTRUCTION PROVISIONS.

6.1 Construction Standards.

A. Grantee shall construct and maintain its cable system using materials of good and durable quality. All work involved in the construction, installation, maintenance, and repair of the cable system shall be performed in a safe, thorough, and reliable manner.

B. All construction practices shall be in accordance with all applicable Federal and state law and generally applicable local codes.

C. All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the provisions of the applicable National Electrical Safety Code and National Electrical Code.

D. All of Grantee's plant and equipment (a) shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices; and (b) shall not endanger or interfere with ordinary use of the rights-of-way or unnecessarily hinder or obstruct pedestrian or vehicular traffic.

E. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.

F. Grantee has constructed a hybrid fiber/coax cable system capable of providing a minimum capacity of (78) channels. Grantee shall maintain the system at the same or enhanced level during the term of the franchise.

6.2 Construction Codes.

A. Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction in the Franchise Area.

B. The Grantor shall have the right to inspect all construction or installation work in the public rights-of-way performed pursuant to the provisions of this Agreement.

6.3 Repair of Streets and Property.

A. Any and all Streets, municipal property, or private property, which are destroyed or damaged by Grantee during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the Cable System shall be promptly replaced or repaired by Grantee, at its expense, and restored to a serviceable condition as good as that prevailing prior to Grantee's disturbance of, or damage to, the property. If Grantee fails to repair, replace, or otherwise correct a Street or property following reasonable written notice by the Grantor, the Grantor may complete any repair, replacement, restoration or other correction and invoice Grantee for the same.

6.4 Use of Existing Poles.

A. Poles may be erected by Grantee subject to any generally applicable regulation by Grantor with regard to location, height, type, and any other pertinent aspect. It is the responsibility of Grantee to secure agreements for use of poles or conduits owned by third parties.

B. Where poles already existing for use in serving the Franchise Area are available for use by Grantee, but it does not make arrangements for such use, the Grantor may require Grantee to use such poles if it determines that the public convenience would be enhanced thereby, and if the Grantee can obtain such use on reasonable terms and conditions and at less cost to Grantee than erecting its own poles. No term or condition shall be reasonable if not consistent with pole attachments rates and conditions established by the FCC and/or NYPSC.

6.5 Undergrounding of Cable.

A. Cable shall be installed underground where the existing telephone and electrical utilities are already underground. In the event the Grantor reimburses any utility for undergrounding, Grantee shall be similarly reimbursed.

6.6 Reservation of Street Rights.

A. Nothing in this Agreement shall be construed to prevent the Grantor from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

B. All such work shall be done, insofar as practicable in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Grantee.

C. If any such property of Grantee shall interfere with the construction or relocation, maintenance or repair of any Street or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, Street or any other public improvement, at least thirty (30) days written notice shall be given to Grantee by the Grantor and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Grantee in such manner as shall be directed by the Grantor so that the same shall not interfere with the said public work of the Grantor, as reasonably determined by the Grantor and such removal or replacement shall be at the expense of Grantee, provided, however, if any other right-of-way user is compensated for such work by the Grantor, then Grantee shall be similarly compensated.

D. Nothing contained in this Agreement shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, re-grading, or changing the line of any Street or public place or with the construction or reconstruction of any sewer or water system or with any other work.

6.7 Trimming of Trees. Grantee shall have the authority to trim trees, in accordance with all generally applicable utility restrictions, ordinance and easement restrictions, upon and hanging over Streets, alleys, sidewalks, and public places of the Grantor so as to prevent the branches of such trees from interfering with the Cable System.

6.8 System Abandonment.

Grantee may not abandon cable service in any portion of the Franchise Area without the consent of Grantor.

6.9 Movement of Facilities. In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Agreement, in order to lawfully move a large object, vehicle, building or other structure over the Streets of the Franchise Area, upon two (2) weeks written notice by the Grantor to Grantee, Grantee shall move, such of its facilities as may be required to facilitate such movements. The Person requesting the temporary removal shall pay Grantee in advance the costs Grantee incurs in moving its facilities. Any service disruption provisions of this Agreement shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities pursuant to this Section results in temporary service disruptions.

SECTION 7. REPORTING PROVISIONS.

7.1 Audit and Inspection. The Grantor, its agents and its representatives shall have the authority, during normal business hours, to arrange for and conduct an inspection of the books, records, maps, plans, financial statements and other like materials of Grantee where such inspection is necessary to ascertain Grantee's compliance with the material terms of this Franchise. Grantee will be given thirty (30) business days advance written

notice of such an inspection request and a description, to the best of the Grantor's ability, of the materials it wants to inspect.

7.2 Communications with Regulatory Agencies. Copies of all publicly available petitions, applications, communications and reports submitted by Grantee, to any federal or state regulatory commission or agency relating to the Cable System operated pursuant to this Franchise shall also be made available to the Grantor upon request. Copies of publicly available responses from the regulatory agencies to Grantee shall likewise be made available to the Grantor upon request.

7.3 Confidentiality. Grantor shall maintain as confidential any information provided to it by Grantee under the terms of this Franchise which Grantee has designated as confidential. In the event that Grantor believes at any time that it is required by law to disclose such information to a third party, Grantor will so notify Grantee at a time prior to any such disclosure that affords Grantee a reasonable opportunity to take such action as it deems necessary to prevent such disclosure, including seeking relief in court.

7.4 Reporting. Any report required by this Franchise may be satisfied with system-wide statistics, except for reporting requirements related to franchise fees and customer complaints.

SECTION 8. CONSUMER PROTECTION PROVISIONS.

8.1 Rate Regulation. Grantee's rate and charges for cable service shall be subject to regulation in accordance with Federal law.

8.2 Customer Service.

A. Grantee shall comply with the cable customer service and consumer protection standards of the FCC and NYPSC.

B. Any bill, notice or other communication provided or issued by Grantee to any Subscriber may be provided or issued, if such Subscriber so consents, solely by electronic means.

SECTION 9. FRANCHISE FEES.

A. Grantee shall pay to the Grantor a franchise fee in an amount equal to five percent (5 %) of Grantee's Gross Revenues.

B. Payments due the Grantor under this provision shall be computed quarterly. Payments shall be due and payable for each quarter not later than 45 days following the end of the quarter. Each payment shall be accompanied by a brief report of Grantee's Gross Revenues for the preceding quarter.

C. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Grantor may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the Grantor.

D. In the event of an underpayment of franchise fees, Time Warner Cable will remit the underpaid amount within 60 days of notification. Time Warner Cable will pay interest on the underpaid amount at an annual rate equal to prime plus 1%, from the date the underpayment occurred through the date payment of the underpaid amount is issued.

E. Grantor shall not conduct an audit more frequently than once every three (3) years and may not audit any period earlier than six (6) years prior to the time the audit is conducted.

F. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise granted by Grantor.

G. If Grantee charges a combined or "bundled" rate for a package of services which includes Cable Services subject to the franchise fee and other services which are not subject to the franchise fee, the franchise fee shall be imposed on the portion of the bundled charge applicable to the cable services subject to the franchise fee as reflected in the books and records of Grantee, subject to any applicable laws and regulations. Any discounts applied to bundled rates shall be applied in accordance with GAAP.

10. INDEMNITY AND INSURANCE.

10.1 Indemnity

A. Grantee shall indemnify, defend, and hold harmless the Grantor for all damages and penalties incurred by Grantor as a result of Grantee's conduct or performance under this Agreement or exercise of the Franchise. These damages and penalties shall include, but shall not be limited to, damages arising out of personal injury, property damage, copyright infringement, defamation, antitrust, errors and omission, theft, fire, and all other damages arising out of Grantee's exercise of the Franchise, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement; such indemnification shall include, but not be limited to, reasonable attorney's fees and costs. Grantee's obligations hereunder shall not extend to any claim or loss to the extent arising from the Grantor's negligence; misconduct; the content of programming carried on any channel set aside for public educational or governmental use, or channels leased pursuant to 47 U.S.C. §532; and, the Grantor's use of Grantee's emergency alert system ("EAS") capability.

B. In order for the Grantor to assert its rights to be indemnified and held harmless, the Grantor must:

(1) promptly notify Grantee of any claim or legal proceeding which gives rise to such right;
(2) afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
(3) fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

10.2 Liability Insurance.

A. Grantee shall maintain, throughout the term of the Franchise, liability insurance with a company licensed to do business in the State of New York with a rating by Best of not less than "A-," insuring Grantee and the Grantor (wherein the Grantor is named as additional insured) with respect to Grantee's activities in the Franchise Area in the minimum amounts of:

1. One Million Dollars ($1,000,000.00) for bodily injury or death to any one (1) person;
2. Three Million Dollars ($3,000,000.00) for bodily injury or death resulting from any one (1) accident or occurrence;
3. One Million Dollars ($1,000,000.00) for all other types of liability.
4. Five Million Dollars ($5,000,000.00) excess liability or umbrella coverage.

B. Grantee shall maintain in force, during the term of this Agreement and any renewal thereof, Workers' Compensation Insurance, covering its obligations under the Workers' Compensation statute.

C. Upon request, Grantee shall furnish to the Grantor a certificate evidencing that a satisfactory insurance policy has been obtained. Such insurance policy shall require that the Grantor be notified thirty (30) days prior to any expiration or cancellation.

SECTION 11. REVOCATION AND REMOVAL

11.1. Right to Revoke.

A. In addition to all other rights which the Grantor has pursuant to law or equity, the Grantor reserves the right to revoke, terminate or cancel this Agreement and the Franchise and all rights and privileges pertaining thereto, after following the procedures outlined herein, in the event that Grantee substantially violates any material provision of this Agreement and fails to remedy such violation as required.

B. Whenever the Grantor finds that Grantee has allegedly violated one or more material terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford the Grantee an opportunity to investigate and/or remedy the alleged violation.

Grantee shall have sixty (60) days subsequent to receipt of the notice in which to correct the violation. Grantee may, within thirty (30) days of receipt of notice, notify the Grantor that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall specify with particularity the matters disputed by Grantee and stay the running of the above-described time.

C. Grantor shall hear Grantee's dispute at a regularly scheduled or specially scheduled Council meeting of which Grantee has been given at least two weeks notice. Grantee shall have the right to subpoena and examine witnesses and cross-examine any other witnesses. The Grantor shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination and provide such findings to Grantee. If a violation is found, Grantee may petition for reconsideration.

D. If after hearing the dispute, the claim of non-compliance is upheld by the Grantor, then Grantee shall have sixty (60) days from the date of receipt of Grantor's written decision within which to remedy the violation.

E. The time for Grantee to correct any alleged violation shall be extended by the Grantor if the necessary action to correct the alleged violation is of such a nature or character as to require more than sixty (60) days within which to perform, provided Grantee commences corrective action and thereafter exercises due diligence to correct the violation.

F. In the event that Grantee fails to remedy the violation within the time frame set herein, Grantor may revoke the Franchise by vote of its governing body after a public hearing of which Grantee has been given at least two weeks notice and at which Grantee shall have the right to be heard; to subpoena and examine witnesses; and cross-examine any other witnesses. Grantor shall state in writing the basis for any decision to revoke the Franchise. Any revocation hereunder is subject to appeal by Grantee in a court of competent jurisdiction.

11.2. Removal After Revocation or Termination.

A. At the termination of the Franchise Term if renewal has been finally denied in accordance with Federal law, or upon revocation of the Franchise, as provided for herein, the Grantor shall have the right to require Grantee to remove, at Grantee's expense, all or any portion of the Cable System from Streets and Public Property within the Franchise Area. In so removing the Cable System, Grantee shall refill and compact at its own expense any excavation that shall be made and shall leave all Streets, Public Property and private property in as good a condition as that prevailing prior to Grantee's removal of the Cable System, and without affecting, altering or disturbing in anyway electric, telephone or utility, cables wires or attachments. The Grantor, or its delegate, shall have the right to inspect and approve the condition of such Streets and Public Property after removal. The insurance and indemnity provisions of this Agreement shall remain in full force and effect during the entire term of removal.

SECTION 12. TRANSFER

12.1 Sale or Transfer of Franchise.

A. Grantee shall provide at least sixty days notice to Grantor in the event the Franchise is to be sold, assigned or otherwise transferred.

B. Within thirty (30) days of the consummation of any Franchise Transfer subject to the provisions of this Section, Grantee shall notify the Grantor of the closing of such Franchise Transfer.

SECTION 13. RIGHTS OF INDIVIDUALS PROTECTED.

13.1 Discriminatory Practices Prohibited.

A. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of age, race, creed color, national origin or sex. Grantee shall comply at all times with all applicable federal and state laws relating to non-discrimination.

B. Grantee will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment on the basis of age, race, creed, color, national origin or sex.

SECTION 14. MISCELLANEOUS PROVISIONS.

14.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Agreement, the provisions of this Agreement shall govern.

14.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision will be ineffective but the remainder of this Agreement will not be affected, and it will in all other respects, continue to be effective and enforceable. If the holding of invalidity or unenforceability is subsequently repealed, unenforceable or otherwise changed so that the provision which had been held invalid is no longer in conflict with the law, rules and regulations then in effect, the provision will return to full force and effect.

14.3 Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

14.4 No Third Party Beneficiaries. This Agreement is not intended to, and does not create any rights or benefits on behalf of any person other than the parties to this Agreement.

14.5 Captions. The paragraph captions and headings in this Agreement are for convenience and reference purpose only and shall not affect in any way the meaning of interpretation of this Agreement.

14.6 Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period, or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.

14.7 Amendments. This Agreement may be amended only by the mutual consent of the Grantor and Grantee and in accordance with the regulations of the NYPSC. Any amendment must be in writing and executed by the Grantor and Grantee.

14.8 Force Majeure. In no event, and notwithstanding any contrary provision in this Franchise, shall this Franchise be subject to revocation or termination, or Grantor or Grantee be subject to penalty or prejudice or in any way liable for non-compliance with or delay in the performance of any obligations hereunder, where its failure to cure or take reasonable steps to cure is due to reason of Acts of God; acts of public enemies; order of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots; strikes; failure of suppliers; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; partial or entire failure of utilities or any other cause or event not reasonably within the control of the party. Neither Grantor nor Grantee shall be deemed to be in violation or default during the continuance of such inability and such party shall be excused from its obligations herein during the course of any such events or conditions and the time specified for performance of the obligations hereunder shall automatically extended for a period of time equal to the period of the existence of any such events or conditions and such reasonable time thereafter as shall have been necessitated by any such events or conditions.

14.9 Courtesy Service. Grantee shall provide, without charge, one outlet of standard cable service to all municipally owned buildings, libraries, and police departments within the service area of this franchise that are listed on Exhibit A.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be signed by their duly authorized officials and officers as of _____.

GRANTOR OF THE VILLAGE OF BROCKPORT

By:_____

Title:_____

TIME WARNER CABLE NORTHEAST LLC

By:_____

Title:_____

Approved as to form:

_____

EXHIBIT A

Sweden Town Hall
18 State Street
Brockport, NY 14420

Brockport Hose Capen Fire
237 Main Street
Brockport, NY 14420

Brockport Volunteer Ambulance
38 Market Street
Brockport, NY 14220

Brockport Fire District
38 Market Street
Brockport, NY 14220

Brockport Police
1 Clinton Street
Brockport, NY 14220

Brockport Village Highway Dept.
49 State Street
Brockport, NY 14220

Brockport Fire District
191 West Avenue
Brockport, NY 14220

Brockport Fire Dept.
248 West Avenue
Brockport, NY 14220

Brockport Village DPW
38 East Avenue
Brockport, NY 14220

Cornerstone Christian Academy
60 Holley Street
Brockport, NY 14420

Brockport High School
1 Allen Street
Brockport, NY 14420

Barclay School
2 Allen Street
Brockport, NY 14220

Brockport Middle School
3 Allen Street
Brockport, NY 14220

Ginther School
4 Allen Street
Brockport, NY 14220

Brockport Intermediate School
40 Allen Street
Brockport, NY 14220

Nativity School
1 Holley Street
Brockport, NY 14220

Sweden Senior Center
133 State Street
Brockport, NY 14220

Village of Brockport Visitor Center
11 Water Street
Brockport, NY 14220

VILLAGE OF BROCKPORT

49 State Street · Brockport, New York 14420
Telephone (585) 637-5300 · Fax (585) 637-1045
Website: www.brockportny.org

The Victorian Village on the Erie Canal
Preserve America Community
Listed on the State and National Registers of Historic Places
Certified Local Government
Tree City USA Community
Erie Canalway Heritage Award of Excellence

VILLAGE OF BROCKPORT
Notice of Public Hearing

Please take notice that the Board of Trustees of the Village of Brockport will hold a **public hearing beginning at 7:00 pm on Monday, October 19, 2015**, in the Village Hall conference room 49 State Street, Brockport, NY 14420 regarding proposed Local Law of 2015 to amend the Village Code as follows:

A Local Law amending the penalty provisions of Chapters 4, 18, 21, 35, 36, 55, and 58 of the Brockport Village Code.

Brockport Village Code Sections 4-2 and 4-5 (Alcoholic Beverages); 18-3 (Firearms, Fireworks, and Explosives); 35-5, 35-10, 15-18, 35-24 (Peace and Good Order); 55-5 (Noise) shall be amended to read as follows:

"Any person, Corporation or other entity who violates the provisions of this chapter shall be guilty of a violation and shall be subject to imprisonment not to exceed fifteen days or a fine not to exceed $250 or both such fine and imprisonment."

Brockport Village Code Sections 21-21(G) (Garbage); 36-27(F) (Minimum Housing and Building Code); 58-30(A) and 58-35.13 (Zoning and Property Maintenance) shall be amended to read as follows:

"Any person, Corporation or other entity who violates the provisions of this chapter shall be guilty of a violation and shall be subject to imprisonment not to exceed fifteen days or a fine not to exceed $250 or both such fine and imprisonment. Each day of continued violation shall constitute a separate offense."

All interested parties will be given the opportunity to be heard.

By Order of the Brockport Village Board

Leslie Ann Morelli
Village Clerk
Village of Brockport

Dated: 9/21/15

Mayor Margaret B. Blackman
Trustee/Deputy Mayor William G. Andrews
Trustees Valerie A. Ciciotti, John D. La Pierre, Katherine J. Kristansen

To: Mayor Blackman
From: Daniel P. Hendricks
Date: October 5, 2015
Re: NYCOM Conference

The following is a summary of the Fall Training School, for City and Village Officials sponsored by NYCOM at Lake Placid, New York. The conference started on Monday, September 28, 2015 and ended on Thursday, October 1, 2015.

Monday, September 28, 2015 sessions attended included:

- How to Run and How NOT to Run a Successful Meeting, this session presented by Wade Beltramo, NYCOM General Counsel. The session included three scenarios, The Organizational Meeting, Public Hearings and Public Input at meetings. Wade is an excellent presenter, and was a great kickoff to the start of the conference. Many of the items discussed are routine, I didn't pick up new information, but the information as presented was useful as a reminder how not to run a public meeting.

- A "How to" Guide to Shared Services, this session presented by Adam Thumen from OSC discussed the option for municipalities to enter into shared services agreements and the importance of having a written agreement between all parties so that the agreement is clear and legal. I was a little disappointed in that the presentation failed to offer suggestions regarding specific shared services. The OSC has several publications on their web sit to assist in developing these agreements.

Tuesday, September 29, 2015 sessions attended included:

- OSC Audits: Procedures and Common Findings, the speaker Dan Acquilano from OSC reviewed the various aspects associated with an audit by OSC. The session was very well done and included specifics as to exactly what areas are focused on during the audit. This included, purchasing regulations, various policies of the municipality, including cash management and financial reports.

- The Importance of Multi Year Planning, discussed the OSC recommendations regarding long range financial planning. The speaker, Maria Stamoulis, from OSC reviewed a template that is available from their website to assist in developing projections. I believe the information discussed will be very helpful, and hope to further explore the use of this template in the future.

- Show Me the Money: State Funds for Local Governments, this session included three speakers, and focused on energy related projects, and upgrades to water and sewer facilities. I didn't find the speakers very informative and felt that the discussion was disjointed and somewhat confusing.

- The Annual Update Document: Common Reporting Errors, our speaker Alisa Serdyuk, from OSC reviewed common errors that occur in the preparation of the AUD. Errors included issues with debt and cash reporting.

Wednesday, September 30, 2015 sessions attended included:

- The Latest on the Affordable Care Act, the presenter Tom Augostinti a Benefit Consultant reviewed the specifics associated with this legislation. One important aspect that he made clear and could significantly impact budgets is the Cadillac Tax. This tax scheduled to begin in 2018 will tax employers whose health plans exceed $10,200 for single plans and $27,500 for family plans. At this time our plan rates, including our HRA contribution, are $7,178 for single plans and $17,495 for family plans are below the threshold. However, as the federal rate will increase annually by the Consumer Price Index, not a health cost index, we could find that our plans in a few years may be impacted by the Cadillac Tax.

- Employer Reporting for Retirement Purposes, the presenter William Buckley from the New York State Employees Retirement System reviewed various aspects associated with the reporting requirements for the New York State Employees and Police and Fire Retirement System. He did review the log that is required to be filed by board members who are interested in obtaining service credit. He emphasized the importance of keeping this log for three months. He indicated that the log is good for up to 8 years, and must be redone after that.

- Hot Topics in The Utility Arena: The Local Gross Receipts Tax and Cable Franchising. This session hosted by Computel Consultants presented information regarding NYSERDA energy savings opportunities and information regarding Local Gross Receipts Tax and Cable Franchising. I plan to review our current proposal that our attorney Dan Mastrella, has recently received from Time Warner.

Thursday, October 1, 2015 sessions attended included:

- Managing and Investing Public Funds, this session presented by Kimberly Monte from OSC essentially reviewed the basics associated with investing public funds. The presenter reviewed the importance of policies and procedures to assure that public funds are managed in accordance with the various regulations of the state. She also review the use of FDIC coverage and bank collateral associated with public funds to assure that our funds are properly protected.

- How to Avoid being Sued When You Purchase Goods and Services. This session presented by Marisa Franchine, NYCOM Counsel reviewed the various legal requirements associated with purchasing goods and services. Maria reviewed bidding requirements, and policies and procedures that should be included in a good purchasing process. I hope to incorporate their suggestions into our procedures.

In addition to the sessions attended I attended several social gatherings whereby I was able to network with other municipalities. I met with vendors who had displays concerning goods and services that municipalities can purchase.

Overall I thought the conference was very well done, and appreciate the board approving my attendance. Please let me know if you have any questions or would like any additional information.

Village of Brockport

Statement of Actual & Estimated Revenues - General Fund

Date: 10/15/2015
Time: 1:58:25PM

Statement of Actual & Estimated Revenue

User: DAN
Page: 1

Village of Brockport
For Period Ending 09/30/2015
Selecting on FUND from A to A

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
A0599.0000 Appropriated Fund Balance	275,000.00			275,000.00	
A1001.0000 Real Property Taxes	2,644,077.00		1,965.48-	2,646,042.48	-0.07
A1081.0000 In-Lieu-Of Taxes	13,130.00		39,938.35	26,808.35-	304.18
A1090.0000 Int & Penalties on Taxes	12,000.00	1,238.80	5,425.70	6,574.30	45.21
A1120.0000 County Sales Tax	1,550,000.00		135,526.80	1,414,473.20	8.74
A1130.0000 Utility Gross Receipts Tax	75,000.00	12,882.67	31,249.84	43,750.16	41.67
A1170.0000 Franchise Tax	75,000.00			75,000.00	
A1230.0000 Clerk/Treasurer Fees	1,250.00	236.75	940.75	309.25	75.26
A1520.0000 Police Fees	500.00		105.00	395.00	21.00
A1560.0000 Safety Inspections	15,000.00	2,092.25	13,065.75	1,934.25	87.11
A1710.0000 Public Works Services	3,000.00	300.00	2,292.58	707.42	76.42
A1789.0000 Docking Fees	3,000.00	926.00	4,055.75	1,055.75-	135.19
A2089.0000 Farmers Market Fees	2,500.00	590.00	2,930.00	430.00-	117.20
A2110.0000 Zoning Fees	1,500.00		725.00	775.00	48.33
A2115.0000 Planning Fees	600.00	45.00	328.00	272.00	54.67
A2389.3000 Monroe County - DWI	13,064.00	2,117.68	4,507.81	8,556.19	34.51
A2389.8000 Monroe Ctny-CD Block Grants		315.10	35,065.10	35,065.10-	
A2389.8001 Monroe Cty CDBG-Perry Street	7,800.00		2,223.60	5,576.40	28.51
A2389.9001 SCS Contribution- Crossing Guards	5,000.00		5,000.00		100.00
A2401.0000 Interest & Earnings	4,000.00	88.17	334.38	3,665.62	8.36
A2401.3000 Interest & Earnings- Asset Forfeiture		0.76	1.55	1.55-	
A2545.0000 Bus / Occupation License	40,000.00	33,562.50	44,212.50	4,212.50-	110.53
A2590.0000 Permits	5,000.00	150.00-	1,850.00	3,150.00	37.00
A2610.0000 Fines & Forfeitures	100,000.00	465.00	17,013.00	82,987.00	17.01
A2650.0000 Scrap Sales	1,000.00		761.00	239.00	76.10
A2655.0000 Minor Sales	3,500.00			3,500.00	
A2655.0001 Minor Sales - Museum (Adopt A Picture)		65.00	805.00	805.00-	
A2680.0000 Insurance Recoveries	6,500.00			6,500.00	
A2690.0000 Other Comp - Reimbursement	2,500.00			2,500.00	
A2701.0000 Refund of P/Y Exp	20,500.00		1,187.03	19,312.97	5.79
A2770.0000					

Statement of Actual & Estimated Revenue

Village of Brockport
For Period Ending 09/30/2015
Selecting on FUND from A to A

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
Other Unclassified A3001.0000	500.00	1.50	56.29	443.71	11.26
State Aid - AIM A3005.0000	110,000.00			110,000.00	
State Aid-Mortgage Tax A3089.4000	25,000.00		12,630.34	12,369.66	50.52
State Aid-Other A3089.7000		119,076.00	126,494.30	126,494.30-	
State Aid - Other A3089.7001	10,975.00			10,975.00	
State Aid, CHIPS A3089.7004	84,291.00			84,291.00	
State Aid, Impact Tools Grant for PD A4089.4002	31,200.00			31,200.00	
New York Main St. Grant A4089.4003			17,487.00	17,487.00-	
Active Transportation Grant A9999.0000		6,194.85	16,393.70	16,393.70-	
Acct for Exp.Transfers		4,484.93	30,077.37	30,077.37-	
Report Totals	**5,142,387.00**	**184,532.96**	**550,718.01**	**4,591,668.99**	**10.71**

Village of Brockport

Statement of Expenditures, Encumbrances & Appropriations - General Fund

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 09/30/2015

Selecting on FUND from A to A

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A1010.1000 Trustees-Personal Services	13,777.00	1,148.00	4,592.00			9,185.00	33.33
A1010.4000 Trustees-Contractual Expenses	35,000.00		17,114.24			17,885.76	48.90
A1010.4030 Trustees-Conference Exp	2,000.00					2,000.00	
A1010.4031 Publications	1,500.00		699.41			800.59	46.63
A1010.4090 Trustees-Miscellaneous	250.00					250.00	
A1110.1000 Court - Personnel Services	66,049.00	5,245.78	20,642.50			45,406.50	31.25
A1110.2000 Court - Equipment	500.00		133.23			366.77	26.65
A1110.4000 Court - Contractual Services	1,500.00	294.79	1,207.16			292.84	80.48
A1110.4010 Court - Bldg. Renovations	1,000.00	42.46	1,162.19			162.19-	116.22
A1110.4060 Court - Postage	500.00		291.05			208.95	58.21
A1210.1000 Mayor-Personal Services	9,867.00	822.25	3,289.00			6,578.00	33.33
A1210.4000 Mayor-Contractual Expenses	100.00					100.00	
A1210.4010 Mayor-Telephone	1,500.00	132.17	528.97			971.03	35.26
A1210.4050 Mayor-Conference Exp	1,500.00	285.00	285.00			1,215.00	19.00
A1210.4090 Mayor-Miscellaneous	50.00					50.00	
A1320.4000 Auditor-Contractual Expenses	13,500.00	700.00	3,150.00			10,350.00	23.33
A1325.1000 Clrk/Treas-Personal Services	142,128.00	9,714.32	44,270.76			97,857.24	31.15
A1325.4000 Clrk/Treas-Total Contractual Expense	2,000.00		100.00			1,900.00	5.00
A1325.4010 Clrk/Treas-Telephone	8,000.00	429.04	1,421.03		201.40	6,377.57	20.28
A1325.4020 Clrk/Treas-Office Supplies	4,500.00	411.19	1,183.24		1,225.25	2,091.51	53.52
A1325.4025 Supplies (Grant foe Records Mgt)	1,650.00		1,643.84			6.16	99.63

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 09/30/2015

Selecting on FUND from A to A

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A1325.4030							
Clrk/Treas-Computer Supplies	9,500.00	7,000.00	7,850.00		500.00	1,150.00	87.89
A1325.4050							
Clrk/Treas-Membership Fees	700.00		165.00			535.00	23.57
A1325.4060							
Clrk/Treas-Postage	5,000.00	1,038.98	3,706.33		340.36	953.31	80.93
A1325.4070							
Clrk/Treas-Copier Expenses	5,000.00	263.00	1,006.35			3,993.65	20.13
A1325.4080							
Clrk/Treas-Payroll Expense	4,250.00	146.24	1,193.54			3,056.46	28.08
A1325.4090							
Clrk/Treas-Miscellaneous	5,000.00		1,267.00		500.00	3,233.00	35.34
A1325.4100							
Clrk/Treas - Publications	4,500.00	632.00	1,624.05		26.30	2,849.65	36.67
A1325.4110							
Clrk/Treas-Training	2,500.00		475.00			2,025.00	19.00
A1325.4120							
Clrk/Treas-Tax Bill Processing	2,000.00		1,354.26			645.74	67.71
A1420.4000							
Law-Total Contractual Expenses	50,000.00		3,068.75			46,931.25	6.14
A1440.4000							
Engineer-Total Contractual Expense	5,000.00		3,650.50			1,349.50	73.01
A1450.4010							
Elections-Inspector Salaries	1,000.00		1,150.00			150.00-	115.00
A1450.4020							
Elections-Legal Notice Publication	210.00		203.28			6.72	96.80
A1450.4030							
Elections-Supplies	300.00		284.00			16.00	94.67
A1490.1000							
Pub Wrks Admin-Total Personal Ser	130,139.00	6,352.86	34,867.08			95,271.92	26.79
A1490.4020							
Pub Wrks Admin-Conference Exp	300.00	255.00	255.00			45.00	85.00
A1490.4030							
Office Supplies/Postage	900.00		137.19			762.81	15.24
A1490.4040							
Permits, Licenses, Fees	300.00					300.00	
A1490.4090							
Pub Wrks Admin-Miscellaneous	500.00					500.00	
A1620.4020							
Natural Gas-DPW	6,000.00	21.49	130.21			5,869.79	2.17
A1620.4021							
Bldgs-Gas 1 Clinton Street	1,500.00	18.54	104.60			1,395.40	6.97

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Selecting on FUND from A to A

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A1620.4022 Bldgs-Gas 49 State Street	2,000.00	32.19	149.22			1,850.78	7.46
A1620.4030 Electric-DPW	6,300.00		958.65			5,341.35	15.22
A1620.4031 Bldgs-Electric-1 Clinton Street	10,000.00		2,078.76			7,921.24	20.79
A1620.4032 Bldgs-Electric-49 State Street	6,000.00		862.00			5,138.00	14.37
A1620.4034 Elec- Main St Sign	420.00		42.78			377.22	10.19
A1620.4040 Bldgs-Oil-49 State Street		25.95	25.95			25.95-	
A1620.4050 Bldgs-Janitorial Supplies	750.00	120.00	493.46			256.54	65.79
A1620.4051 Bldgs-Janitor Supplies- Clinton St	4,150.00	300.00	1,374.54			2,775.46	33.12
A1620.4052 Bldgs-Janitor Supplies-State Street	4,500.00	248.89	1,184.92			3,315.08	26.33
A1620.4060 Bldgs-Repair Items	30,000.00	735.62	29,789.60			210.40	99.30
A1620.4070 Telephone - DPW	1,800.00		335.84			1,464.16	18.66
A1620.4090 Bldgs-Miscellaneous	3,710.00		1,984.29			1,725.71	53.48
A1640.4000 Central Garage- Contractual Expens	1,750.00		58.80			1,691.20	3.36
A1640.4010 Fasteners	1,000.00		27.57			972.43	2.76
A1640.4020 Auto -Electrical	650.00		333.66			316.34	51.33
A1640.4040 Tools	1,000.00	155.56	316.58			683.42	31.66
A1640.4050 Welding Supplies	500.00		392.50			107.50	78.50
A1640.4060 Fuel Additives/Oil	2,875.00	286.40	476.40			2,398.60	16.57
A1640.4061 Oil Expeditures (Not Fuel Oil)	500.00		297.33			202.67	59.47
A1640.4070 Shop Supplies	2,500.00	33.06	305.28			2,194.72	12.21
A1640.4080 Hydraulic Supplies	500.00					500.00	

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Selecting on FUND from A to A

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A1640.4090							
Miscellaneous	4,925.00	803.75	1,332.62			3,592.38	27.06
A1670.4000							
Central Mailing	1,500.00		1,647.46-			3,147.46	109.83-
A1680.2000							
IT Hardware Software	2,500.00					2,500.00	
A1680.4000							
IT Hardware Software	12,500.00	857.83	3,407.83			9,092.17	27.26
A1910.4000							
Unallocated Insurance	45,200.00		46,121.67			921.67-	102.04
A1920.4000							
Municipal-Membership Dues	5,100.00		900.00			4,200.00	17.65
A1950.4000							
Taxes on Village Property	1,300.00					1,300.00	
A1990.4000							
Contingency-Allocation Only	100,000.00					100,000.00	
A3120.1000							
Police-Total Personal Services	1,139,784.00	79,863.48	345,070.20			794,713.80	30.28
A3120.1040							
Police-Crossing Guards	13,137.00					13,137.00	
A3120.1055							
Police-Secretaries P/T	55,329.00	4,364.80	19,459.20			35,869.80	35.17
A3120.1060							
Overtime	55,000.00	9,672.71	25,280.19			29,719.81	45.96
A3120.2010							
Police-Vehicles	47,000.00		24,641.88			22,358.12	52.43
A3120.2020							
Police-Firearms	15,860.00		6,910.86			8,949.14	43.57
A3120.2040							
Police-Office Furniture/Equip	8,800.00		7,227.95			1,572.05	82.14
A3120.2051							
Police-Computer Software	10,150.00	4,130.13	8,673.92		389.30	1,086.78	89.29
A3120.4000							
Police-Total Contractual	1,805.00					1,805.00	
A3120.4001							
Police - Insurance Law Enforcement	17,200.00		17,200.00				100.00
A3120.4010							
Police-Telephone	5,200.00	947.40	3,588.22			1,611.78	69.00
A3120.4020							
Police-Office Supplies/Postage	3,500.00	63.93	719.97		590.99	2,189.04	37.46
A3120.4030							
Police-Fleet Maintenance	3,300.00	1,087.96	1,523.09		459.99	1,316.92	60.09

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Selecting on FUND from A to A

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A3120.4031 Police-Fleet Repairs	1,500.00		205.47			1,294.53	13.70
A3120.4032 Police-Fleet Supplies & Equip	7,200.00	4,952.48	6,947.48		90.00	162.52	97.74
A3120.4040 Police-Fuel	15,000.00		4,115.92			10,884.08	27.44
A3120.4060 Police-Maintenance Contracts	2,500.00	80.00	892.57		1,570.00	37.43	98.50
A3120.4065 Office Equip Lease/Rental	7,400.00	469.57	1,740.84			5,659.16	23.52
A3120.4080 Police-Quarter Master Unit	6,000.00				2,041.27	3,958.73	34.02
A3120.4090 Police-Miscellaneous	2,000.00					2,000.00	
A3120.4100 Affiliations	250.00					250.00	
A3120.4105 Training, School, Conferences	1,000.00					1,000.00	
A3120.4110 Police-Publications	600.00				97.00	503.00	16.17
A3120.4120 Police-Supplies/Life Safety Supplies	4,400.00		135.86			4,264.14	3.09
A3120.4130 Police-Computer Supplies	1,300.00		155.98			1,144.02	12.00
A3120.4140 Police-Medical/Psychological	850.00					850.00	
A3120.4150 Police-Special Enforcement	4,200.00		141.86			4,058.14	3.38
A3120.4155 Police- STOP DWI	13,064.00	878.46	1,548.59			11,515.41	11.85
A3120.4160 Police-Bike Patrol	2,400.00					2,400.00	
A3120.4165 Police - Traffic Safety Grant	4,225.00	136.92	250.98			3,974.02	5.94
A3120.4170 Police-Explorer Post	1,000.00					1,000.00	
A3120.4175 Police - Monroe County "Crackdown"	7,800.00	407.78	407.78			7,392.22	5.23
A3120.4176 Impact Tools Grant	31,200.00		6,260.62			24,939.38	20.07
A3120.4180 Police-Community Service	300.00					300.00	

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Selecting on FUND from A to A

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A3120.4220							
Police-Special Events	250.00					250.00	
A3120.4230							
Police-NYS Accreditation	50.00					50.00	
A3120.4240							
Police-Less Lethal Training Equip	2,500.00					2,500.00	
A3310.4010							
Traffic Control-Signal	600.00		39.43			560.57	6.57
A3310.4020							
Traffic Control-Paint	1,500.00					1,500.00	
A3310.4030							
Traffic Control-Signs	2,500.00	44.28	309.48			2,190.52	12.38
A3310.4040							
Traffic Contrro-Channels & Posts	1,300.00					1,300.00	
A3310.4090							
Traffic Control-Miscellaneous	400.00					400.00	
A3620.1000							
Safety Insp-Total Personal Services	108,036.00	8,844.81	36,570.99			71,465.01	33.85
A3620.2000							
Safety Insp-Equipment	3,000.00					3,000.00	
A3620.4000							
Safety Insp-Total Contractual Expens	100.00					100.00	
A3620.4010							
Cellular/Telephone	1,500.00	135.10	530.84			969.16	35.39
A3620.4020							
Training	3,500.00	586.47	1,477.18			2,022.82	42.21
A3620.4030							
Safety Insp-Computer Supplies	500.00					500.00	
A3620.4040							
Fuel	1,800.00		163.01			1,636.99	9.06
A3620.4050							
Association Dues	350.00		24.00			326.00	6.86
A3620.4080							
Safety Insp-Uniforms	1,800.00				965.70	834.30	53.65
A3620.4090							
Miscellaneous	2,000.00		189.00		430.00	1,381.00	30.95
A3620.4200							
Postage	1,200.00		1,179.19			20.81	98.27
A3620.4210							
Vehicle Maintenance	450.00					450.00	
A5110.1000							
Str Maint-Total Personal Services	450,282.00	42,046.09	173,774.50			276,507.50	38.59

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Selecting on FUND from A to A

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A5110.1001 Streets O/T	19,570.00					19,570.00	
A5110.1060 Str Maint-Overtime	35,535.00	2,387.60	7,873.63			27,661.37	22.16
A5110.2080 Str Maint-Other Equip-Over $10,000	90,250.00		56,836.55		6,470.00	26,943.45	70.15
A5110.4000 Str Maint-Total Contractual Expense	100.00					100.00	
A5110.4010 Str Maint-Telephone	1,500.00	153.62	623.02			876.98	41.53
A5110.4041 Str Maint-Diesel Fuel	25,000.00		198.19-			25,198.19	0.79-
A5110.4042 Str Maint-Regular Fuel	19,000.00	3,146.45	14,058.67			4,941.33	73.99
A5110.4050 Str Maint-Tools	1,100.00	552.10	2,250.83			1,150.83-	204.62
A5110.4060 Str Maint-Stone	2,000.00	687.38	4,299.14			2,299.14-	214.96
A5110.4070 Str Maint-Asphalt	80,000.00	6,491.37	17,145.65			62,854.35	21.43
A5110.4080 Str Maint-Uniforms	3,500.00		559.00			2,941.00	15.97
A5110.4085 Str Maint-Shoes/Boots	1,500.00	170.00	370.00			1,130.00	24.67
A5110.4090 Str Maint-Miscellaneous	4,800.00	930.64	1,754.20			3,045.80	36.55
A5110.4100 Str Maint-Equipment Parts	5,800.00	1,094.28	2,236.06		271.10	3,292.84	43.23
A5110.4110 Str Maint-Truck Parts	14,000.00	983.37	1,980.23		684.69	11,335.08	19.04
A5110.4130 Str Maint-Physicals/Drug Testing	800.00		368.98			431.02	46.12
A5110.4140 Str Maint-Buildings	1,200.00	19.87	62.12			1,137.88	5.18
A5110.4150 Str Maint-Concrete	2,200.00	1,368.00	2,609.30			409.30-	118.60
A5110.4160 Str Maint-Fill Material	100.00					100.00	
A5110.4165 Str Maint-Top Soil	1,000.00	136.00	510.00			490.00	51.00
A5110.4170 Str Maint-Shop Supplies	500.00					500.00	

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A5110.4180							
Str Maint-Training/Travel	200.00					200.00	
A5110.4190							
Str Maint-Grass Seed	500.00	99.98	339.92			160.08	67.98
A5110.4200							
Str Maint-Publications	150.00		69.54			80.46	46.36
A5110.4210							
Str Maint-Manholes & Covers	1,000.00					1,000.00	
A5110.4220							
Str Maint-Office Supplies	100.00					100.00	
A5110.4230							
Str Maint-Equip Rental	100.00					100.00	
A5112.2000							
CHIPS Work	84,291.00	4,415.26	53,645.15			30,645.85	63.64
A5142.2000							
Snow Plowing-Equipment-Plows	7,000.00					7,000.00	
A5142.4010							
Snow Plowing-Salt	34,000.00		1,008.00			32,992.00	2.96
A5142.4015							
Snow Plowing-Deicer	6,000.00					6,000.00	
A5142.4030							
Snow Plowing-Plow Parts	3,000.00		1,248.00			1,752.00	41.60
A5142.4090							
Snow Plowing-Contractual Expenses	200.00					200.00	
A5182.4010							
Street Lighting-Electricity	92,000.00		4,481.72			87,518.28	4.87
A5182.4030							
Street Lighting-Repairs	1,000.00					1,000.00	
A5182.4040							
Street Lighting-Parts	1,500.00					1,500.00	
A5182.4090							
Street Lighting-Contractual Expenses	100.00					100.00	
A5410.4010							
Sidewalks-Concrete	10,000.00					10,000.00	
A5410.4020							
Sidewalks-Stone	400.00					400.00	
A5410.4090							
Sidewalks-Contractual Expenses-Mis	500.00	210.74	342.15			157.85	68.43
A5650.4020							
Paint	200.00					200.00	
A5650.4030							
Signs	200.00					200.00	

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ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A5650.4040 Posts	200.00					200.00	
A6410.4000 Economic Development	2,500.00		31.61			2,468.39	1.26
A6410.4200 Welcome Center	2,000.00	859.85	3,614.07			1,614.07-	180.70
A6520.4000 Farmer's Mkt Manager	2,500.00	150.00	420.90			2,079.10	16.84
A7140.2000 Parks/Playgrounds-Total Equipment	8,500.00		4,180.00		3,500.00	820.00	90.35
A7140.2010 Park/Playgrounds-Playground Equip	1,000.00					1,000.00	
A7140.2020 Parks/Playgrounds-Park Equipment	500.00	179.08	716.32			216.32-	143.26
A7140.4000 Parks & Playgrounds-Totals Contrac	1,500.00		165.45			1,334.55	11.03
A7140.4010 Parks/Playgrounds-Equipment Repai	500.00		111.86			388.14	22.37
A7140.4020 Parks/Playgrounds-Maintenance Sup	4,000.00	1,612.98	2,036.93			1,963.07	50.92
A7140.4030 Parks/Playgrounds-Gardening	400.00		199.98			200.02	50.00
A7140.4090 Parks/Playgrounds-Miscellaneous	500.00	20.80	74.90		80.39	344.71	31.06
A7415.4000 Seymour Library	192,228.00		192,001.21			226.79	99.88
A7450.4000 Museum-Contractual Expenses	2,500.00	9.94	608.47		106.04	1,785.49	28.58
A7450.4010 Museum - Adopt A Picture Expenses	595.00	240.00	1,040.00			445.00-	174.79
A7470.4000 New York State Main St. Grant - Bl	167,100.00		11,487.00			155,613.00	6.87
A7470.4001 Streetscape - Contractual	6,400.00					6,400.00	
A7470.4002 New York Main St. Grant - Administ	15,000.00		4,000.00			11,000.00	26.67
A7470.4003 New York Main St. Grant - Softcosts	8,750.00					8,750.00	
A7510.4000 Total Contractual Expenses	1,200.00					1,200.00	
A7510.4090 Historian-Miscellaneous	200.00					200.00	

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ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A7515.4000							
Active Transportation Grant	2,534.00	3,413.70	12,120.70			9,586.70-	478.32
A7550.4035							
Low Bridge High Water Festival			400.00			400.00-	
A7550.4040							
Celebrations-Special Events	1,400.00	18.00-	90.00-			1,490.00	6.43-
A7550.4050							
Celebratioons-Electric	600.00		47.62			552.38	7.94
A7550.4090							
Celebrations-Miscellaneous	1,725.00		1,717.32			7.68	99.55
A7551.4000							
Grant Exp. - Bring Rowing To Brockp	25.00		25.00				100.00
A8010.4010							
Zoning- Member Stipends	625.00	80.00	160.00			465.00	25.60
A8010.4020							
Zoning-Conference Expense	155.00					155.00	
A8010.4090							
Zoning-Miscellaneous	60.00					60.00	
A8010.4300							
Zoning-Publications	110.00	45.50	45.50			64.50	41.36
A8020.1000							
Planning Board-Personal Services	6,706.00		1,593.64			5,112.36	23.76
A8020.4000							
Planning Board-Total Contractual Ex	500.00					500.00	
A8020.4300							
Planning Board-Publications	200.00		24.57			175.43	12.29
A8140.400M							
Storm Sewer - Monroe Ave. CDB	8,000.00	3,449.99	14,555.49			6,555.49-	181.94
A8140.4010							
Storm Sewer-Supply Parts	6,000.00		6,467.91			467.91-	107.80
A8140.4020							
Strom Sewer-Maintenance Supplies	1,200.00					1,200.00	
A8140.4090							
Storm Sewers-Miscellaneous	4,000.00	11.10	3,682.10			317.90	92.05
A8160.4010							
Refuse Collection-Monthly Trash Ren	3,950.00	344.02	1,376.08			2,573.92	34.84
A8160.4030							
Refuse Collection-Brush Pick-up	600.00					600.00	
A8160.4040							
Refuse Collection-Special Pick-up (	50.00					50.00	
A8160.4050							
Refuse Collection-Coolant Removal	200.00					200.00	

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A8170.4010 Str Cleaning-Sweeper Repairs	1,000.00					1,000.00	
A8170.4020 Str Cleaning-Sweeper parts	4,000.00	156.71	1,162.75		550.00	2,287.25	42.82
A8170.4090 Str Cleaning-Miscellaneous	250.00					250.00	
A8189.4000 Sanitation-Landfill Monitoring	8,000.00				8,000.00		100.00
A8189.4002 Sanitation-Landfill-Testing	10,600.00				7,800.00	2,800.00	73.58
A8560.4000 Shade Trees-Contractual Expenses (	500.00		480.00			20.00	96.00
A8560.4010 Equipment Repairs	1,200.00	26.95	150.49			1,049.51	12.54
A8560.4020 Shade Trees-New Tree Purchases	1,000.00					1,000.00	
A8560.4030 Shade Trees-Supplies	500.00		140.96			359.04	28.19
A8560.4090 Shade Trees-Miscellaneous	3,000.00		282.96			2,717.04	9.43
A9010.8000 NYS Retirement	218,078.00					218,078.00	
A9015.8000 Police Retirement System Payments	258,961.00					258,961.00	
A9030.8000 Social Security	172,256.00	12,994.23	54,780.35			117,475.65	31.80
A9040.8000 Workers Compensation	125,000.00					125,000.00	
A9045.8000 Life Insurance	8,200.00		2,665.00			5,535.00	32.50
A9050.8000 Unemployement Expense	10,000.00					10,000.00	
A9055.8000 Disability Insurance	6,000.00		2,016.00			3,984.00	33.60
A9055.8100 Wellness Insurance	1,300.00					1,300.00	
A9060.8000 Medical Insurance	440,000.00	2,218.53-	137,118.26			302,881.74	31.16
A9061.8000 HRA	148,500.00		17,129.99			131,370.01	11.54
A9070.8000 Dental Insurance	61,500.00	1,031.85-	22,879.47			38,620.53	37.20

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 09/30/2015

Selecting on FUND from A to A

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A9950.8240							
Cap Resrv Transfer-DPW Equip Rep	10,000.00					10,000.00	
A9950.8510							
Cap Resrv Transfer-Smith St Bridge	10,000.00					10,000.00	
Totals for Fund: A (Fund - A)	**5,377,726.00**	**240,437.86**	**1,629,260.13**	**0.00**	**36,889.78**	**3,711,576.09**	**30.98**
Report totals	**5,377,726.00**	**240,437.86**	**1,629,260.13**	**0.00**	**36,889.78**	**3,711,576.09**	**30.98**

Village of Brockport

Statement of Actual & Estimated Revenues - Water Fund

Date: 10/15/2015
Time: 1:58:46PM

Statement of Actual & Estimated Revenue

User: DAN

Village of Brockport
For Period Ending 09/30/2015
Selecting on FUND from F to F

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
F2140.0000					
Metered Water Sales	600,000.00	40,314.17	207,527.68	392,472.32	34.59
F2141.0000					
Meter Water Sales O/G	505,000.00	32,562.07	126,603.06	378,396.94	25.07
F2144.0000					
Water Service Charges	8,000.00	370.00	390.00	7,610.00	4.88
F2148.0000					
Interest & Penalties	7,550.00	1,004.21	3,760.60	3,789.40	49.81
F2401.0000					
Interest & Earnings	1,000.00	31.63	122.53	877.47	12.25
F2401.1000					
Int Earned-Spec Reserves	250.00			250.00	
F9999.1000					
C/S Misc for Reclassification			2,132.83	2,132.83-	
Report Totals	**1,121,800.00**	**74,282.08**	**340,536.70**	**781,263.30**	**30.36**

Village of Brockport

Statement of Expenditures, Encumbrances & Appropriations - Water Fund

Date: 10/15/2015

Time: 1:57:36PM

Statement of Expenditures, Encumbrances & Appropriations

User: DAN

Page:1

Village of Brockport

For Period Ending 09/30/2015

Selecting on FUND from F to F

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
F1440.4000 Engineer-Contractual Exp	5,000.00				3,440.00	1,560.00	68.80
F1620.4060 Bldg. Repairs - Water Dept.	1,000.00		510.41			489.59	51.04
F1680.2000 It Hardware Software	1,000.00				180.83	819.17	18.08
F1680.4000 IT Hardware Software	2,500.00	1,294.65	1,294.65			1,205.35	51.79
F1910.4000 General Insurance	22,500.00		22,500.00				100.00
F1990.4000 Water-Contingency	29,250.00					29,250.00	
F8310.1000 Water-Supervision		4,329.54	27,223.10			27,223.10-	
F8310.1010 Water Clerk/Clerical Support	91,720.00					91,720.00	
F8310.4000 Water Admin Total CE	1,400.00					1,400.00	
F8310.4010 Payroll Charges	250.00					250.00	
F8310.4040 Office Expense	2,200.00					2,200.00	
F8310.4090 Miscellaneous	900.00					900.00	
F8310.4200 Postage	2,000.00		583.34			1,416.66	29.17
F8320.4000 Water Purchases	460,000.00	33,849.38	152,355.16			307,644.84	33.12
F8340.1000 Water-Labor	101,987.00	8,813.10	42,792.77			59,194.23	41.96
F8340.2020 Vehicles	68,130.00	12,284.00	42,284.00			25,846.00	62.06
F8340.2040 Meters	30,000.00	38.11	791.11			29,208.89	2.64
F8340.2050 Wtr Transm - Equipment Other	12,500.00					12,500.00	
F8340.4000 Wtr Transm-Ttl Cont Exp	39,225.00	168.00	449.57			38,775.43	1.15
F8340.400W Water Main Replacement West Ave.			171.60			171.60-	
F8340.4010 Water Main Supplies	8,000.00		3,793.56			4,206.44	47.42

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 09/30/2015

Selecting on FUND from F to F

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
F8340.4020							
Vehicle Parts & Supplies	7,427.00		663.83			6,763.17	8.94
F8340.4030							
Meter Supplies	500.00		383.11			116.89	76.62
F8340.4040							
Curb Box Supplies	2,100.00		420.76			1,679.24	20.04
F8340.4041							
Fuel	5,000.00		462.57			4,537.43	9.25
F8340.4050							
Stone	1,000.00		1,137.99			137.99-	113.80
F8340.4060							
Asphalt	2,500.00		387.93			2,112.07	15.52
F8340.4070							
Dirt	4,100.00		408.00			3,692.00	9.95
F8340.4080							
Water Transm-Uniforms	1,250.00		70.00			1,180.00	5.60
F8340.4090							
Miscellaneous	5,750.00	298.34	3,515.62			2,234.38	61.14
F8340.4100							
Water Transm-Telephone	2,500.00	209.64	650.88			1,849.12	26.04
F8340.4110							
Water Transm-Electricity	5,000.00		689.61			4,310.39	13.79
F8340.4120							
Transm - Sample Testing	26,000.00	720.00	7,760.00			18,240.00	29.85
F8340.4130							
Wtr Transm-Drug/Alcohol Testing	250.00		20.13			229.87	8.05
F8340.4140							
Wtr Trans-Equip Repair	850.00					850.00	
F8340.4150							
Wtr Trans-Training	250.00					250.00	
F8340.4160							
Wtr Trans-Concrete	200.00					200.00	
F8340.4171							
Heating Oil	3,000.00		107.01			2,892.99	3.57
F8340.4180							
Water Transm-Publications	4,000.00					4,000.00	
F9010.8000							
NYS Retirement	33,484.00					33,484.00	
F9030.8000							
Social Security	14,850.00	997.27	5,423.06			9,426.94	36.52
F9040.8000							
Workers Compensation	20,471.00					20,471.00	

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 09/30/2015

Selecting on FUND from F to F

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
F9045.8000							
Life Insurance	660.00					660.00	
F9050.8000							
Unemployment Insurance	504.00					504.00	
F9060.8000							
Hospital Insurance	23,746.00					23,746.00	
F9061.8000							
HRA	12,100.00					12,100.00	
F9070.8000							
Dental Insurance	4,250.00					4,250.00	
F9710.6000							
Serial Bond - Principle payments	30,768.00					30,768.00	
F9710.7000							
Serial Bond - Interest payments	29,728.00					29,728.00	
Totals for Fund: F (Fund - F)	**1,121,800.00**	**63,002.03**	**316,849.77**	**0.00**	**3,620.83**	**801,329.40**	**28.57**
Report totals	**1,121,800.00**	**63,002.03**	**316,849.77**	**0.00**	**3,620.83**	**801,329.40**	**28.57**

Village of Brockport

Statement of Actual & Estimated Revenues - Sewer Fund

Date: 10/15/2015
Time: 1:59:03PM

Statement of Actual & Estimated Revenue

User: DAN
Page: 1

Village of Brockport
For Period Ending 09/30/2015
Selecting on FUND from G to G

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTI % REALIZEI
G2122.0000					
Sanitary Sewer- Sewer Charges	146,419.00	8,162.93	46,547.44	99,871.56	31.7
G2128.0000					
Sanitary Sewer- Interest and Penalties	100.00			100.00	
G2401.0000					
Interest and Earning- Sewer Fund		0.80	3.42	3.42-	
Report Totals	**146,519.00**	**8,163.73**	**46,550.86**	**99,968.14**	**31.7**

Village of Brockport

Statement of Expenditures, Encumbrances & Appropriations - Sewer Fund

Date: 10/15/2015

Time: 1:57:52PM

Statement of Expenditures, Encumbrances & Appropriations

User: DAN

Village of Brockport

For Period Ending 09/30/2015

Selecting on FUND from G to G

ACCOUNT ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
G8120.2000							
Sanitary Sewers- Equipment	15,000.00					15,000.00	
G8120.4000							
Contractual	30,121.00	3,529.31	12,819.33			17,301.67	42.56
G8120.4010							
Sanitary Sewers- Truck Parts	4,500.00		16.16			4,483.84	0.36
G8120.4020							
Sanitary Sewers- Supply Parts	100.00					100.00	
G9710.6000							
Bond Principal	49,232.00					49,232.00	
G9710.7000							
Bond Interest	47,566.00					47,566.00	
Totals for Fund: G (Fund - G)	**146,519.00**	**3,529.31**	**12,835.49**	**0.00**		**133,683.51**	**8.76**
Report totals	**146,519.00**	**3,529.31**	**12,835.49**	**0.00**		**133,683.51**	**8.76**

VILLAGE OF BROCKPORT

49 State Street · Brockport, New York 14420
Telephone (585) 637-5300 · Fax (585) 637-1045
Website: www.brockportny.org

The Victorian Village on the Erie Canal
Preserve America Community
Listed on the State and National Registers of Historic Places
Certified Local Government
Tree City USA Community
Erie Canalway Heritage Award of Excellence

DRAFT

VILLAGE OF BROCKPORT
BOARD / COMMITTEE / VOLUNTEER OPPORTUNITIES

Board/Committee vacancies open to Village residents:

- Seymour Library Board
  - 5-year term to 12/31/20 – beginning 1/2016

- Tree Board
  - 4-year term to 6/30/19
  - 4-year term to 6/30/19

  Meets 3rd Tuesday 7pm September-May

- Historic Preservation Board
  - 3-year term to 6/30/18 – must be an Architect

- Emily L. Knapp Museum Board
  - complete a term to 6/30/16
  - 3-year term to 6/30/18

  Meets 4th Wednesday 6pm

- Code Review Committee
  - 5-year term to 6/30/20
  - 5-year term to 6/30/20

  Meets 4th Monday 6pm

- Ethics Board
  - complete a term to 6/30/17

  Meets only as needed

- Housing Task Force
  - 1 resident (no term expiration)
  - Planning Board representative – must be a current Planning Board member

  Meets 2nd Monday & 4th Tuesday 5:30pm (may change to 2nd & 4th Monday 5:30pm)

Dated: 10/19/15

Application deadline: remains open until vacancies are filled

A position interest form can be submitted from the Village website: www.brockportny.org
or obtained at Village Hall, completed and turned in to:
Leslie Ann Morelli, Village Clerk
Village of Brockport
49 State Street
Brockport, NY 14420
Monday thru Friday 8:30am to 4:30pm

Mayor Margaret B. Blackman
Trustee/Deputy Mayor William G. Andrews
Trustees Valerie A. Ciciotti, John D. LaPierre, Katherine J. Kristansen

Office of **the County Executive**

Monroe County, New York

Maggie Brooks
County Executive

September 29, 2015

Hon. Margaret Blackman, Mayor
Village of Brockport
49 State Street
Brockport, NY 14420

Dear Mayor Blackman:

It is a pleasure for me to award the Village of Brockport $40,000 for the West Avenue Water Main Replacement – Phase 2 project from Monroe County's Community Development Block Grant (CDBG) Program.

As you may know, I included this project on the list of CDBG projects that was approved by the County Legislature in June. The list of projects is part of the *2015 Annual Action Plan for Housing and Community Development in Suburban Monroe County,* which was approved by the United States Department of Housing and Urban Development (HUD) on August 20, 2015.

In order for your project to begin and ensure that all aspects of program compliance are met, it is imperative that your project manager contact Richard Mikiciuk in the Community Development Office at 753-2024 before any activities are undertaken, so that our ability to fund your project is not jeopardized.

For forty years, the Community Development Block Grant has enabled Monroe County to channel $2 million annually into our towns and villages for public works improvements, economic development, housing programs and community services that primarily benefit low to moderate-income families, the elderly and persons with special needs.

Thank you for your participation in Monroe County's community development initiatives.

Sincerely,

Maggie Brooks
County Executive

xc: C. Quach, Community Development Manager

110 County Office Building • 39 West Main Street • Rochester, N.Y. 14614
(585) 753-1000 • *fax:* (585) 753-1014 • *www.monroecounty.gov* • *e-mail:* countyexecutive@monroecounty.gov

SOLARLIBERTY®

SOLAR POWER PURCHASE AGREEMENT

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

Purchaser:		**Seller:**	
Name and Address	**Margaret B. Blackman** **49 State Street** **Brockport, NY 14420**	Name and Address	**Solar Liberty Energy Systems, Inc.** 6500 Sheridan Drive, Suite 120 Buffalo, NY 14221 Attention: Legal Department
Phone	585-637-5300	Phone	(716) 634-3780
Fax	585-637-1045	Fax	(716) 634-3756
E-mail	mblackman@brockportny.org	E-mail	akrizzo@solarliberty.com
Premises Ownership	Purchaser Owns the Premises		

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 premises described in **Exhibit 2** (the "**Premises**"). The exhibits listed below are incorporated by reference and made part of this Agreement.

Exhibit 1	Pricing Attachment
Exhibit 2	System Description, Delivery Point and Premises
Exhibit 3	General Terms and Conditions

Purchaser: [Customer]

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

Seller: Solar Liberty Energy Systems, Inc.

Signature: _____
Printed Name: Nathan T. Rizzo
Title: Vice President
Date: _____

Exhibit 1
Pricing Attachment

1. **Term:** Twenty five (25) 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:**

Contract Year	$/kWh
1	$0.0895
2	$0.0908
3	$0.0922
4	$0.0936
5	$0.0950
6	$0.0964
7	$0.0979
8	$0.0993
9	$0.1008
10	$0.1023
11	$0.1039
12	$0.1054
13	$0.1070
14	$0.1086
15	$0.1102
16	$0.1119
17	$0.1136
18	$0.1153
19	$0.1170
20	$0.1188
21	$0.1205
22	$0.1224
23	$0.1242
24	$0.1260
25	$0.1279

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:** 365 days after the Effective Date

7. **Outside Commercial Operation Date:** 545 days after the Effective Date

8. **Rebate Variance:** All prices in this Agreement are calculated based on a NYSERDA incentive of [$0.34Wp]. If the actual incentive is lower than calculated, the Contract Price will be adjusted higher to compensate Seller for the difference between the actual incentive received and the calculated incentive ("Incentive Difference"). Purchaser may elect to prepay an upfront fee equal to the Incentive Difference in lieu of a price adjustment.

9. **Interconnection Adjustment.** The Contract Price in this Agreement is calculated based on an interconnection cost of [$0.03]/watt. If the actual interconnection cost is higher than calculated, the Contract Price will be adjusted to compensate Seller. For the difference between the actual interconnection costs and the estimated interconnection costs ("Interconnection

Cost Difference"). Purchaser may elect to prepay an upfront fee equal to the Interconnection Cost Difference in lieu of a price adjustment.

Exhibit 2

System Description, Delivery Point and Premises

1. **System Location:** 6793 E. Canal Road, Brockport, NY 14420

2. **System Size (DC kW): 796.05**

3. **Expected First Year Energy Production (kWh): 970,727**

4. **Expected Structure:** Ground Mount

5. **Expected Module(s):**

Manufacturer/Model	Quantity
Trina TSM-PD14	2,610

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

Manufacturer/Model	Quantity
Sunny Central 630CP-US	1

7. **Includes:**

Installation of a solar energy system (includes: design, engineering, permitting, installation, monitoring, 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 Purchaser or Utility electrical infrastructure, payment bonds, performance bonds, tree removal, tree trimming, the payment of prevailing wages (i.e. prevailing wages not required).

9. **Delivery Point and Premises:** Solar Liberty shall attach a schematic that contains the:

(i) Premises;

(ii) System/array;

(iii) Delivery Point; and

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

[Image to be Inserted Here]

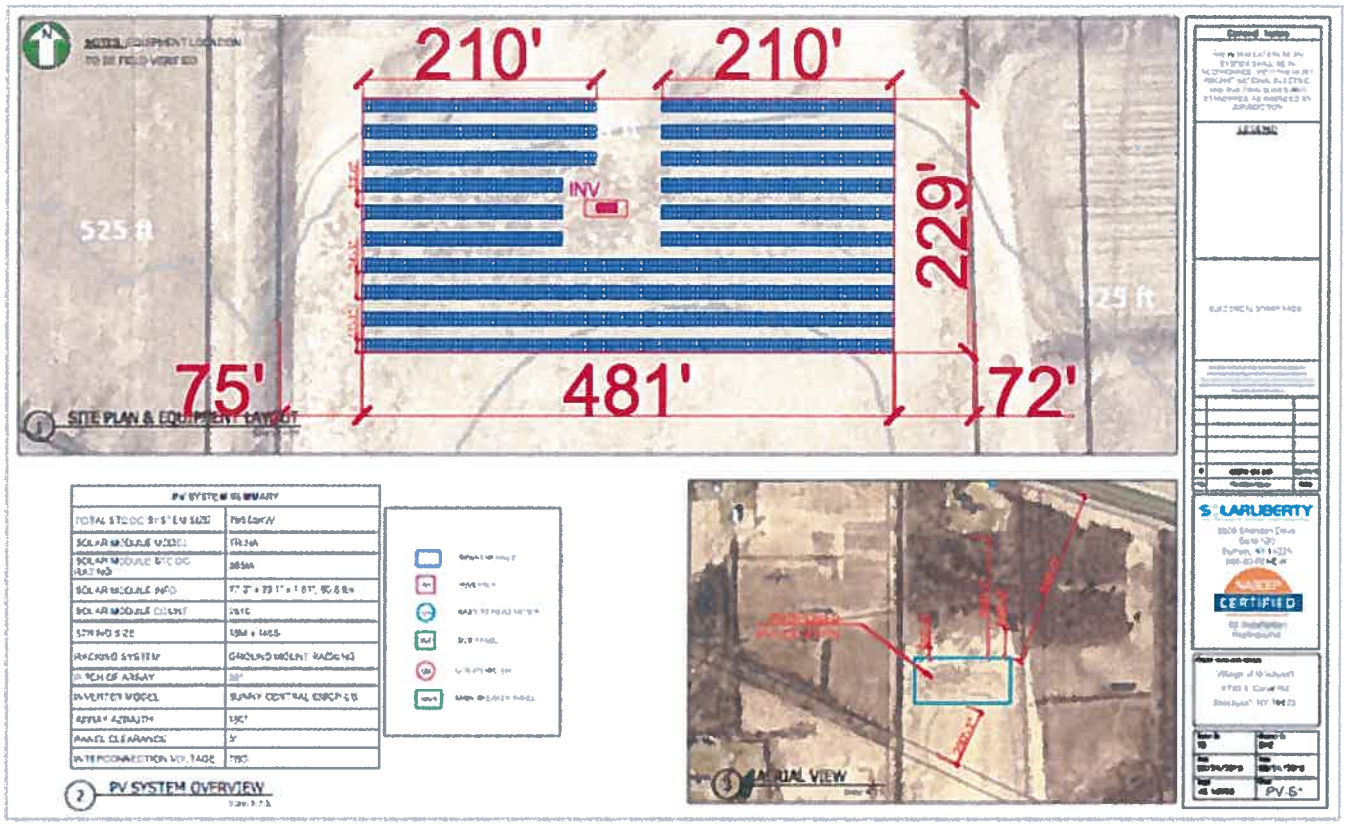

Exhibit 3

Solar Power Purchase Agreement General Terms and Conditions

1. **Definitions and Interpretation**: Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words "include," "includes" and "including" mean include, includes and including "without limitation." The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

2. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, one hundred percent (100%) 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**") whether or not Purchaser is able to use or net meter such electric energy. 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 Premises from other sources if the Purchaser's electric requirements at the Premises exceed the output of the System. Purchaser may make arrangements so that electricity in excess of Purchaser's requirements may be delivered to the local electric utility (the "**Utility**") at the Delivery Point and Purchaser shall be permitted to retain any credits or payments from the Utility that may be available under net metering or similar programs, to the extent permitted under applicable law. Seller shall reasonably cooperate with Purchaser to facilitate Purchaser's receipt of payments or benefits under such net metering or similar programs.

3. **Term and Termination**.

   a. **Initial Term.** This Agreement is effective as of the Effective Date. 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. Purchaser's failure to enable Seller to provide the electric energy by preventing it from installing the System 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 under **Section 15(b)** 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 and at a Contract Price to be determined. Notwithstanding the foregoing, if the Parties are unable to agree on a Contract Price, then this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term. 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 and incremental assessment in the real property taxes resulting from the installation of the System at the Premises. If Purchaser exercises an option to purchase the System or is otherwise conveyed title to the System, Purchaser shall pay any applicable sales or use tax on the purchase price, and other applicable governmental charges, including any amounts that may be imposed on, or required to be collected by, Seller with respect to the recapture or forfeiture of any government incentives, including any related government penalties. For purposes of this **Section 4(c)**, "**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 twenty (20) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the twenty (20) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the "Prime Rate" as published in the *Wall Street Journal* (but not to exceed the maximum rate permitted by 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.

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

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 Premises, including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of 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 Seller 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;

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 the completion of the following conditions to Purchaser's reasonable satisfaction:

i. The occurrence of the Commercial Operation Date for the System on or before the Outside Commercial Operation Date (*See* **Exhibit 1**); provided that the Outside Commercial Operation Date shall be automatically extended on a day for day basis for each day of Force Majeure or any other delay caused by the Purchaser or any third party, including the Utility.

c. Failure of Conditions.

If any of the conditions listed in **Subsections 6(a) or 6(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 and the failed condition does not result from Force Majeure or the actions/omissions of the terminating Party or any third party, including the Utility, then the Party that has not failed to meet an obligation may terminate this Agreement upon ten (10) days written notice to the other Party without liability for costs or damages or triggering a default under this Agreement.

7. Seller's Rights and Obligations.

a. Permits and Approvals. Seller, with Purchaser's reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:

i. any zoning, land use and building permits required to construct, install and operate the System; and

ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Utility's electric distribution system.

Purchaser shall cooperate with Seller's reasonable requests to assist Seller in obtaining such agreements, permits and approvals.

b. Standard System Repair and Maintenance. Seller shall construct, install and maintain the System at the Premises. Seller shall perform all preparation required on the grounds including tree removal, grubbing and excavation. 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. Seller shall (A) have the appropriate experience and ability to operate and

maintain photovoltaic solar systems and the financial capability to do same; or (B) enter into a contract with an operator that meets the requirement of subsection (A) (an "**Operator**"), pursuant to which such Operator shall be responsible for System operation and maintenance under this Agreement and administer all rights (including access rights to the Premises) and obligations of Seller on behalf of Seller under this Agreement. 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 the then current standard rates of Seller, its contractor or Operator, as applicable. Seller shall provide Purchaser with reasonable notice prior to accessing the Premises 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 Premises or 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.

d. **Breakdown Notice.** Seller shall notify Purchaser 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.

g. **Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Premises free and clear of any liens related to such charges, except for those liens which Seller is permitted by law to place on the Premises 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 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 Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Premises.

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

a. **Premises Access Rights.** Purchaser grants to Seller and to Seller's agents, employees, assignees 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 Premises 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 Premises 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. At request of Seller, Purchaser shall execute a memorandum of license in form and substance reasonably acceptable to Purchaser, and Seller may, at its sole cost and expense, record such memorandum of license with the appropriate land registry or recorder's office.

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 Premises.** Seller shall, at its sole cost and expense, maintain the Premises in good condition and repair. Seller shall perform sufficient landscaping and control of vegetation to prevent vegetation from reducing insolation of the system. Purchaser will ensure that the Premises remains interconnected to the Utility grid at all times and will not permit cessation of electric service to the Premises from the Utility. Seller is fully responsible for the

maintenance and repair of the Premises' electrical system. However, Purchaser is responsible for maintenance and repair of any 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 Premises.** Purchaser shall not make any alterations or repairs to the Premises 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, and subject to the outage requirements of **Section 8(e)**. 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) daylight hours (each, a "**Scheduled Outage**") per calendar year during the Term, during which time 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) daylight 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, Environmental Attributes, Tax Credits or related damages or penalties (collectively, "**Lost Seller Revenues**") 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 Premises and the System against known risks and risks that reasonably should have been known by Purchaser. Purchaser will not conduct activities on, in or about the Premises 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. Purchaser shall compensate Seller for any Lost Seller Revenues associated with the breach of this **Section 8(h)**.

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 promptly notify Seller following the discovery by Purchaser of anything adversely affecting the System, including a material malfunction, interruption in the supply of electrical energy or discovery of an emergency condition, of which Purchaser should reasonably be aware.

9. **Relocation of System**.

If (i) Purchaser ceases to conduct business operations at and/or vacates the Premises or (ii) Seller is prevented from operating the System at the Premises (through no fault of Seller) or (iii) the System is otherwise prevented from delivering electricity (through no fault of Seller), in each case 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 premises. 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 Premises and installation and testing of the System at the substitute premises and all applicable interconnection fees and expenses at the substitute premises, 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 any Lost Seller Revenues in accordance with **Section 4**. Seller shall remove the System from the vacated Premises prior to the termination of Purchaser's ownership, lease or other rights to use such Premises. Seller will not be required to restore the Premises 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 premises has inferior Insolation as compared to the original Premises, 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 Premises. If Purchaser is unable to provide such substitute premises or premises and to relocate the System as provided, any early termination will be treated as a default by Purchaser.

10. 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 Premises 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 above-ground portion of the system shall be returned to its original condition including the removal of System above-ground support structures. Seller shall have the option, but not the obligation, to perform any excavation of portions of the system that are below ground level including cement mounting pads, underground cables, conduits or any roads. Seller shall leave the Premises 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 Premises 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.

11. Measurement.

Electricity delivered to the Premises shall be measured by the monitoring system installed and maintained by Seller as part of the System.

12. 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**", the other Party shall be the "**Non-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 **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 within the thirty (30) day period and continues such cure to completion and (ii) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;

(3) if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;

(4) Purchaser loses its rights to occupy and enjoy the Premises;

(5) a Party, or its guarantor (if any), 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.

(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. 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 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 (using a discount rate of 5%) of the projected payments over the Term post-termination, had the Term remained effective for the full Initial Term, (iii) removal costs as provided in Section **12(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 9.5%) of the excess, if any, of the reasonably expected cost of electric energy from the Utility over the Contract Price for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable; (ii) all costs reasonably incurred by Purchaser in re-converting its electric supply to service from the Utility; (iii) any removal costs incurred by Purchaser; and (iv) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero.

C. Obligations Following Termination. If a Non-Defaulting Party terminates this Agreement pursuant to this **Section 12(b),** then following such termination, Seller shall, at the sole cost and expense of the Defaulting Party, remove the equipment constituting the System. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.

13. Representations and Warranties.

a. **General Representations and Warranties.** Each Party represents and warrants to the other the following as of the Effective Date:

(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, Warranties and Covenants.** Purchaser represents and warrants to Seller the following as of the Effective Date and covenants that throughout the Term:

(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 Premises and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Premises. If Purchaser does not own the Premises, Purchaser has obtained all required consents from the owner of the Premises 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 Premises is bound.

(3) Accuracy of Information. All information provided by Purchaser to Seller, as it pertains to the Premises' physical configuration, Purchaser's planned use of the Premises, 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.

(6) Municipal Entity. If Purchaser is a municipality or other governmental entity, (i) payments hereunder (including the Termination Payment) are not subject to appropriations, (ii) in the event any payment hereunder (including the Termination Payment) is or becomes subject to any necessary appropriation, Purchaser shall use its best efforts to appropriate the funds necessary to satisfy such obligations, and shall not discriminate between such obligations and its other obligations with respect to payments for necessary services, (iii) any failure of Purchaser to make payment as a result of any non-appropriation shall constitute a Default Event, (iv) Purchaser waives, to the fullest extent permitted by applicable law, any claim for sovereign immunity associated with any liability hereunder, and (v) Purchaser has fully complied with all procurement, public bidding and municipal contracting requirements under applicable law.

c. **Seller's Warranties.**

(1) After completion of the installation of the System, Seller will remove all debris accumulated by the installation and restore all landscaping to rough grade condition.

(2) 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 Term.

(3) During the Term, Seller will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to Purchaser. Seller may use new or reconditioned parts when making repairs or replacements. Seller may also, at no additional cost to Purchaser, upgrade or add to any part of the System.

(4) Seller's total liability arising out of or relating to this **Section 13(c)** shall in no event:

A. *For System Failure or Replacement*: exceed the total of the Purchaser's payments under this Agreement during the previous twelve (12) month period; and

B. *For damages to the Premises or property*: exceed one million dollars ($1,000,000).

d. **NO OTHER WARRANTY.** OTHER THAN AS EXPRESSLY SET FORTH IN **SECTIONS 13(A) AND 13(C)**, NO WARRANTY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE 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.

14. **System Damage and Insurance**.

a. **System Damage**. If the System is damaged or destroyed, Seller shall have the option to restore the System, in which case this Agreement shall remain in effect, or terminate this Agreement without liability to Purchaser.

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

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

ii. Purchaser's Insurance. Purchaser shall maintain commercial general liability insurance with coverage of at least $1,000,000 per occurrence and $2,000,000 annual aggregate.

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

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

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.

15. **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 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 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 Premises is located. If Purchaser is not the fee owner, Purchaser will obtain such consent from such owner. Upon request, Purchaser agrees to deliver to Seller a non-disturbance agreement in a form reasonably acceptable to Seller from the owner of the Premises (if the Premises 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, Purchaser shall provide to Seller immediate written notice of receipt of notice of eviction from the Premises or termination of Purchaser's lease of the Premises.

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 amount paid to purchase the system be less than the aggregate of the amounts calculated under **Section 12(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. Seller shall transfer good title to the System to Purchaser upon Seller's receipt of the Purchase Option Price but otherwise disclaims all warranties of any kind, express or implied, concerning the System, "as is, where is, with all faults"; provided that Seller shall assign to Purchaser any manufacturers warranties that are in effect as of the purchase, and which are assignable pursuant to their terms (excluding, for avoidance of doubt, any warranty set forth in **Section 13(c)**). 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.

16. Indemnification and Limitations of Liability.

a. **General**. Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party, its affiliates and the other Party's and its affiliates' respective directors, officers, shareholders, partners, members, agents and employees (collectively, the "**Indemnified Parties**"), from and against 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 13** 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 16(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 16(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 16(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 16(b)** for any Claim for which such notice is not provided if 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 16(c)(i)**) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors, agents or employees. Purchaser shall indemnify, defend and hold harmless all of Seller's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its contractors, agents or employees. 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. Except with respect to indemnification of third party claims pursuant to **Section 16**, and without limiting any damages payable under **Section 12(b)(3)**, neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of such.

ii. Actual Damages. Except with respect to indemnification of third party claims pursuant to **Section 16** and except as otherwise limited in **Section 13(c)**, Seller's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the total payments made (or, as applicable, projected to be made) by Purchaser under this Agreement. The provisions of this **Section 16(d)(ii)** shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Seller must be brought within one (1) year after the cause of action accrues.

17. **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, interconnection or distribution service from the Utility, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.

b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.

c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that impacts Purchaser's ability to make payment.

d. If a Force Majeure event continues for a period of one hundred (180) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, then the Parties shall, within thirty (30) days following receipt by the other Party of notice of such Force Majeure event, meet and attempt in good faith to negotiate amendments to this Agreement. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then the Party not claiming Force Majeure shall have the right to terminate this Agreement without either Party having further liability under this Agreement except with respect to payment of amounts accrued prior to termination and actions or omissions that occur prior to termination.

e. If there is any Change in Law subsequent to the Effective Date (including any such change related to Purchaser's ability to net meter energy from the Delivery Point) this Agreement shall remain in effect, and the Party affected shall be responsible for the burden and/or shall be permitted to retain the benefit of such Change in Law; provided, however, that nothing herein shall prevent the Parties from negotiating, in good faith, modifications to this Agreement in response to a Change in Law. Neither Party shall assert that the other Party is an electric utility subject to regulation by any Governmental Authority as an electric utility or subject to regulated electricity rates, solely as a result of either Party's performance under this Agreement. Notwithstanding the foregoing, if a Change in Law or a determination by a Governmental Authority with jurisdiction to make such determination causes either Party to be an electric utility subject to regulation by any Governmental Authority, then the Parties shall use best efforts to restructure their

relationship under this Agreement in a manner that substantially preserves their relative economic interests while ensuring that neither Party becomes subject to any such regulation. "**Change in Law**" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation); or (iii) a change in any Utility rate schedule or tariff approved by any Governmental Authority 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; provided, that a change in federal, state, county or any other tax law after the Effective Date shall not be a Change in Law pursuant to this Agreement.

18. **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 and the System to any Financing Party, (ii) directly or indirectly assign this Agreement and the System to an affiliate or subsidiary of Seller, (iii) assign this Agreement and the System to any entity through which Seller is obtaining financing or capital for the System and (iv) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Seller or the System. In the event of any such assignment, Seller shall be released from all its liabilities and other obligations under this Agreement. 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 successors and permitted assignees.

b. Notwithstanding 18(a)(1) Seller may, without the prior written consent of Purchaser, assign, mortgage, pledge or otherwise directly or indirectly assign its interests in this Agreement to any Financing Party, any entity through which Seller is obtaining financing from a Financing Party, any affiliate of Seller or 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). This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.

c. **Financing**. The Parties acknowledge that Seller may obtain debt or equity 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.

19. **Confidentiality**.

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 affiliates and to its and its affiliates' respective officers, directors, members, managers, employees, agents, contractors, consultants, lenders and Financing Parties (collectively, "**Representatives**"), 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 19(a)**, except as set forth in **Section 19(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 19(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 19(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 19(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's or its Representatives' breach of this Agreement, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

20. **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.

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 purchase or use of solar or renewable energy in connection with this Agreement 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.

21. **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 Erie County, New York. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. The prevailing Party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

c. **Notices**. All notices under this Agreement shall be in writing and shall be by personal delivery, 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 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 8(a)** (Premises Access Rights), **Section 10** (Removal of System at Expiration), **Section 13** (Representations and Warranties), **Section 14(b)** (Insurance Coverage), **Section 16** (Indemnification and Limitations of Liability), **Section 19** (Confidentiality and Publicity), **Section 21(a)** (Choice of Law), **Section 21(b)** (Arbitration and Attorneys' Fees),

Section 21(c) (Notices), **Section 21(g)** (Comparative Negligence), **Section 21(h)** (Non-Dedication of Facilities), **Section 21(j)** (Service Contract), **Section 21(k)** (No Partnership), **Section 21(l)** (Full Agreement, Modification, Invalidity, Counterparts, Captions) and **Section 21(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 (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

g. **Comparative Negligence**. It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.

h. **Non-Dedication of Facilities**. Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. 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 10** 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.

End of Exhibit 3

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PPA PRICING AND EST. SAVINGS TABLE

Project:	Village of Brockport
System Size (kW)	796.05
Yr. 1 Production (kWh)	970,727
Initial PPA Price:	$0.0895
Escalation Factor:	1.50%
NYSERDA Rebate:	$0.34/W
Current Cost of Electricity*:	$0.1210
Annual Utility Increases:	3.00%

Contract Year	Expected Production (kWh)	PPA Rate ($/kWh)	Annual PPA Payment ($)	*Utility Credit Rate ($/kWh)	Annual Utility Credit ($)	Annualized Savings ($)
1	970,727	$0.0895	$86,880	$0.1210	$117,413	$30,533
2	963,447	$0.0908	$87,522	$0.1246	$120,028	$32,506
3	956,221	$0.0922	$88,168	$0.1283	$122,702	$34,533
4	949,049	$0.0936	$88,820	$0.1322	$125,435	$36,615
5	941,931	$0.0950	$89,476	$0.1361	$128,229	$38,753
6	934,867	$0.0964	$90,137	$0.1402	$131,085	$40,948
7	927,855	$0.0979	$90,803	$0.1444	$134,005	$43,202
8	920,896	$0.0993	$91,474	$0.1488	$136,990	$45,516
9	913,990	$0.1008	$92,149	$0.1532	$140,042	$47,892
10	907,135	$0.1023	$92,830	$0.1578	$143,161	$50,331
11	900,331	$0.1039	$93,516	$0.1626	$146,350	$52,834
12	893,579	$0.1054	$94,207	$0.1674	$149,610	$55,403
13	886,877	$0.1070	$94,903	$0.1725	$152,942	$58,040
14	880,225	$0.1086	$95,604	$0.1776	$156,349	$60,745
15	873,624	$0.1102	$96,310	$0.1830	$159,832	$63,522
16	867,071	$0.1119	$97,022	$0.1884	$163,392	$66,371
17	860,568	$0.1136	$97,738	$0.1941	$167,032	$69,293
18	854,114	$0.1153	$98,460	$0.1999	$170,752	$72,292
19	847,708	$0.1170	$99,188	$0.2059	$174,556	$75,368
20	841,350	$0.1188	$99,921	$0.2121	$178,444	$78,524
21	835,040	$0.1205	$100,659	$0.2185	$182,419	$81,760
22	828,777	$0.1224	$101,402	$0.2250	$186,482	$85,080
23	822,562	$0.1242	$102,151	$0.2318	$190,636	$88,485
24	816,392	$0.1260	$102,906	$0.2387	$194,883	$91,977
25	810,269	$0.1279	$103,666	$0.2459	$199,224	$95,557
			$2,375,912		*$3,871,993*	**$1,496,080**

*-Per Natoinal Grid 'non-demand SC-2' meter average credit from 3/1/14 to 3/1/15

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VILLAGE OF BROCKPORT
RESOLUTION

At a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York state held at Village Hall at 49 State Street Brockport, NY 14420 on October 19, 2015 the following resolution was regularly made, seconded and carried:

PRESENT: Mayor Margaret B. Blackman, Trustee/Deputy Mayor William G. Andrews, Trustee Valerie A. Ciciotti, Trustee John D. LaPierre, Trustee Katherine J. Kristansen

ABSENT:

→ Trustee _____ moved, Trustee _____ seconded, carried 3/0 to adopt the following resolution:

RESOLVED, that the Brockport Village Board of Trustees does hereby adopt the New York State Unified Solar Permit.

Note that the Village of Brockport utilizes third party electrical inspectors and must adhere to their respective schedules when executing an inspection. Therefore, the Village makes the following stipulation under the *Permit Review and Inspection Timeline* portion of the Permit, "If an inspection is required, a single inspection should be sufficient and **the Village will make every effort to provide this within 7 calendar days of inspection request**."

BY ORDER OF THE Village Board of the Village of Brockport
STATE OF NEW YORK)
County of Monroe) SS:

I Leslie Ann Morelli, Village Clerk of the Village of Brockport, do hereby certify that the foregoing is a full and true transcript of a resolution duly adopted at a meeting of the Board of Trustees of the Village of Brockport, Monroe County, New York on October 19, 2015 as it appears in the minutes of said meeting was regularly called and duly constituted, and that a quorum was present.

Witness my hand and the seal of the Village of Brockport this 20th day of October 2015.

_____
Leslie Ann Morelli, Village Clerk

Seal

New York State Unified Solar Permit

Expedited Solar Permit Process for Small-Scale Roof-Mounted Residential and Commercial Solar Electric

Requirements for Application Submittal – *Part A*

For use in all New York State counties with the exception of Nassau County and Suffolk County.

The expedited solar permitting process uses a unified permit across participating municipalities in New York State.

A combined building and electrical permit for a grid-tied solar electric system will be issued pending proper completion of forms, submission of approved plans and approval by municipality. All applicants must submit:

The Village of Brockport
49 State St.
Brockport, NY 14420

(585) 637-5300 x14

Building Inspection & Code Enforcement Department

1. Unified Solar Permit for Small-Scale Solar Electric Systems Eligibility Checklist – PART B

2. 2 set of plans that include:

- Site Plan showing location of major components of solar system and other equipment on roof or legal accessory structure. This plan should represent relative location of components at site, including, but not limited to, location of array, existing electrical service location, utility meter, inverter location, system orientation and tilt angle. This plan should show access and pathways that are compliant with New York State Fire Code, if applicable.
- One-Line or 3-Line Electrical Diagram as required by:
  NYSERDA or Utility
- Specification Sheets for all manufactured components. If these sheets are available electronically, a web address will be accepted in place of an attachment, at the discretion of the municipality.
- All diagrams and plans must be prepared by a PE or RA as required by New York State law and include the following: (a) Project address, section, block and lot number of the property; (b) Owner's name, address and phone number; (c) Name, address and phone number of the person preparing the plans; and (d) System capacity in kW-DC.

3. Unified Solar Permit for Small-Scale Solar Electric Systems Application – PART C

4. Permit Fee Amount

Residential $85.00
Commercial $200.00

Permit Review and Inspection Timeline

Permit determinations will be issued within 14 calendar days upon reciept of complete and accurate applications. The municipality will provide feedback within 7 calendar days of receiving incomplete or inaccurate applications. If an inspection is required, a single inspection should be sufficient and will be provided within 7 calendar days of inspection request.

The NY-Sun Initiative, a dynamic public-private partnership, will drive growth of the solar industry and make solar technology more affordable for all New Yorkers.

Visit ny-sun.ny.gov for more information on the NY-Sun initiative.

NY WORKS for Energy
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New York Power Authority Generating more than electricity
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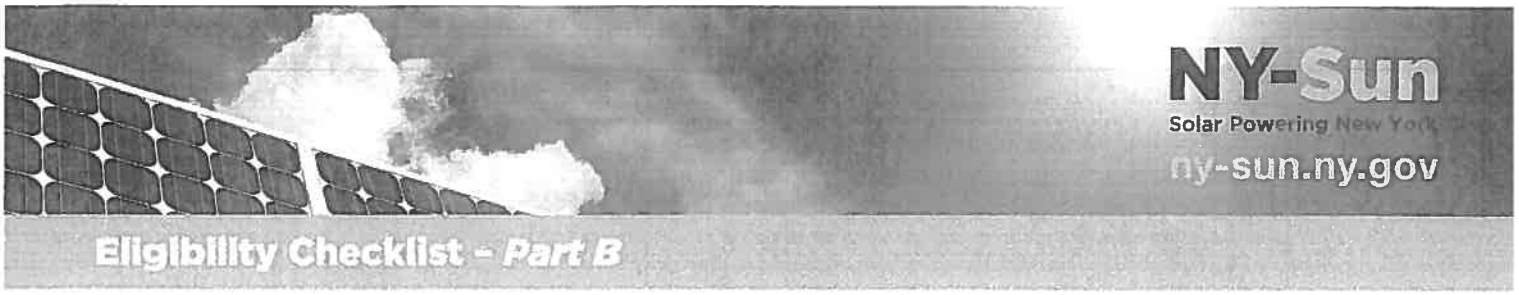

Eligibility Checklist – *Part B*

To determine if you are eligible for the expedited permitting process, answer the questions below.

❑ Yes ❑ No 1. Solar installation has a rated capacity of 12 kW or less.

❑ Yes ❑ No 2. Solar installation is not subject to review by an Architectural or Historical Review Board.

❑ Yes ❑ No 3. Solar installation does not need a zoning variance or special use permit/conditional use permit.

❑ Yes ❑ No 4. Solar installation is to be mounted on a permitted roof structure of a building, or on a legal accessory structure. If on a legal accessory structure, a diagram showing existing electrical connection to structure is attached.

❑ Yes ❑ No 5. Solar installation is compliant with all applicable electrical and building codes.

❑ Yes ❑ No 6. Solar installation is compliant with New York State Fire Code.

❑ Yes ❑ No 7. The Solar Installation Contractor complies with all licensing and other requirements of the jurisdiction and the State.

❑ Yes ❑ No 8. The proposed equipment is permitted by code and equipment meets all relevant certification standards.

❑ Yes ❑ No 9. The solar electric system and all components will be installed per the manufacturer's specifications.

❑ Yes ❑ No 10. The project will comply with adopted National Electrical Code® requirements.

❑ Yes ❑ No 11. The roof has no more than a single layer of roof covering (in addition to the solar equipment).

❑ Yes ❑ No 12. The system is to be mounted parallel to the roof surface, or tilted with no more than an 18 inch gap between the module frame and the roof surface.

❑ Yes ❑ No 13. The system will have a distributed weight of less than 5 pounds per square foot and less than 45 pounds per attachment point to roof.

If you answered "No" to any of Questions 1-10, you are not eligible to participate in the expedited permitting process and must go through the standard permitting process dictated by the municipality. If you answered "No" to any of Questions 11-13, in order to use this form, in addition to other New York State PA or RA requirements, you must provide a letter from a Professional Engineer or Registered Architect certifying that the existing structure can support the additional weight and wind loads of the solar electric system. If you answered "Yes" to all of the above questions, please sign below to affirm that all answers are correct, and you have met all the conditions and requirements to participate in this expedited process.

Property Owner's Signature _____ Date _____

Solar Installation Contractor Signature _____ Date _____

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1. Property Owner:

Property Owner's Name _____ Phone _____ Email _____

Property Address _____

Section _____ Block _____ Lot Number _____

2. Existing Use:

❑ Single Family ❑ 2-4 Family ❑ Commercial ❑ Other _____

3. Provide the total system capacity rating (sum of all panels)

Solar Electric System: _____ kW-DC

4. Solar Installation Contractor and Electrician:

Installer Business Name _____

Installer Business Address _____

Installer Contact Name _____ Installer Phone Number _____

Installer License Number(s) _____ Installer Email _____

Electrician Business Name _____ Electrician License Number _____

5. What is the existing roofing material?

_____

6. Provide method and type of weatherproofing for roof penetrations (i.e., flashing, caulk).

_____

7. Is the mounting structure an engineered product designed to mount solar electric modules? ❑ Yes ❑ No
If no, provide details of structural attachment in a letter certified by a design professional.

continued >

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Application – Part C (continued)

8. For manufactured mounting systems, provide the following information about the mounting system:

a. Mounting System Manufacturer _____

b. Product Name and Model Number _____

c. Total Weight of Solar Electric Modules and Rails _____lbs.

d. Total Number of Attachment Points _____

e. Weight per Attachment Point (c ÷ d) _____lbs.

f. Maximum Spacing Between Attachment Points on a Rail _____inches
(see product manual for maximum spacing allowed based on maximum design wind speed)

g. Total Surface Area of Solar Electric Modules (square feet) _____ft^2

h. Distributed Weight of Solar Electric Module on Roof (c ÷ g) _____$lbs./ft^2$

9. Indicate quantity, brand, make and model of the:

Inverter(s):

Quantity	Make	Model

Modules:

Quantity	Make	Model

Please sign below to affirm that all answers are correct and that you have met all the conditions and requirements to participate in this expedited process.

Property Owner's Signature _____ Date _____

Solar Installation Contractor Signature _____ Date _____

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