

TOWN OF ORANGETOWN
WORKSHOP MEETING
TUESDAY, MAY 17, 2016

This Town Board Meeting was opened at _____ p.m.

Councilman Denis Troy	_____
Councilman Thomas Diviny	_____
Councilman Paul Valentine	_____
Councilman Jerry Bottari	_____
Supervisor Andrew Stewart	_____

Pledge of Allegiance to the Flag

- ANNOUNCEMENTS:**
- RTBM 5/24/2016 @ 8:00 P.M. Public Hearing Re: Use of Town Parks
 - RTBM 5/24/2016 @ 8:15 P.M. Public Hearing Re: Best Value Competitive Bidding and Procurement
 - RTBM 5/24/2016 - Presentation by Carolyn Hill
Re: Orangetown Safe Turtle Crossing Project, Western Highway

PRESENTATIONS: Alta Sports Group Re: Proposed purchase of Town lands at RPC

TOWN ATTORNEY

OPEN PUBLIC HEARING ON MAY 24,
2016/PROPOSED LOCAL NO. ____ OF 2016/
USE OF TOWN PARKS

1. On motion of Councilman _____, seconded by Councilman _____, the public hearing on a proposed local law, Use of Town Parks, is hereby opened.

CLOSE PUBLIC HEARING ON MAY 24,
2016/PROPOSED LOCAL LAW NO. ____ OF 2016/
USE OF TOWN PARKS

2. On motion of Councilman _____, seconded by Councilman _____, the public hearing on a proposed local law, Use of Town Parks, is hereby closed.

TOWN ATTORNEY

OPEN PUBLIC HEARING ON MAY 24,
2016/PROPOSED LOCAL LAW NO. __ OF 2016,
AMENDING CHAPTER 1A OF THE TOWN CODE
TO ADD A NEW ARTICLE IV

3. On motion of Councilman _____, seconded by Councilman _____, the public hearing on a proposed local law, amending Chapter 1A of the Town Code, to add a new Article IV entitled "Best Value Competitive Bidding and Procurement" is hereby opened.

CLOSE PUBLIC HEARING ON MAY 24,
2016/PROPOSED LOCAL LAW NO. __ OF 2016,
AMENDING CHAPTER 1A OF THE TOWN CODE,
TO ADD A NEW ARTICLE IV

4. On motion of Councilman _____, seconded by Councilman _____, the public hearing on a proposed local law, amending Chapter 1A of the Town Code, to add a new Article IV is hereby close

DESIGNATION OF LEAD AGENCY WITH RESPECT
TO PROPOSED LOCAL LAW NO. __ OF 2016,
AMENDING CHAPTER 1A OF THE TOWN CODE
AND DETERMINATION UNDER SEQRA

5. **RESOLVED**, that the Town Board hereby declares itself to be Lead Agency for environmental review with respect to a proposed Local Law No. __ of 2016, amending Chapter 1A of the Town Code, entitled "General Provisions" to add a new Article IV; and further determines that such action will not have a significant adverse environmental impact, and, therefore, issues a Negative Declaration with respect thereto under the State Environmental Quality Review Act.

TOWN ATTORNEY

**ADOPT LOCAL LAW NO. __ OF 2016,
AMENDING CHAPTER 1A OF THE TOWN CODE,
TO ADD A NEW ARTICLE IV ENTITLED "BEST
VALUE COMPETITIVE BIDDING AND
PROCUREMENT"**

6. **RESOLVED**, that the Town Board hereby adopts proposed Local Law No. __ of 2016, amending Chapter 1A of the Town Code, entitled "General Provisions" to add a new Article IV entitled "Best Value Competitive Bidding and Procurement".

**LOCAL LAW NO. __ OF 2016,
AMENDING CHAPTER 1A OF THE TOWN CODE
TO ADD A NEW ARTICLE IV ENTITLED
"BEST VALUE COMPETITIVE BIDDING AND PROCUREMENT"**

Be it enacted by the Town Board of the Town of Orangetown as follows:

Section 1: Chapter 1A of the Town Code of the Town of Orangetown entitled "General Provisions" shall have a new Article IV entitled "Best Value Competitive Bidding and Procurement", which shall read as follows:

Article IV

Best Value Competitive Bidding and Procurement

§ 1A-10. Title

This Local Law shall be known as the "Town of Orangetown Local Law Authorizing Best Value Competitive Bidding and Procurement."

§ 1A-11. Legislative Intent and Purpose

The intent of this law is to allow the Town Board the option to award certain purchase contracts (including contracts for services) subject to competitive bidding under Section 103 of the General Municipal Law on the basis of a low bid or "best value" as defined in Section 163 of the New York State Finance Law.

§ 1A-12. Authority

This local law is enacted pursuant to New York State General Municipal Law §103.

§ 1A-13. Best Value Competitive Bidding

A. Authority and Purpose.

Section 103 of the New York General Municipal Law allows the Town to authorize, by local law, the award of certain purchase contracts (including contracts for services) subject to competitive bidding

under General Municipal Law § 103 on the basis of "best value" as defined in Section 163 of the New York State Finance Law. The "best value" option may be used, for example, if it is more cost efficient over time to award the good or service to other than the lowest responsible bidder or proposer if factors such as lower cost of maintenance, durability, high quality and longer product life can be documented.

B. Award Based on Best Value.

The Town Board may award purchase contracts, including contracts for services, on the basis of "best value" as the term is defined in New York State Finance law § 163. All contracts or purchase orders awarded based on value shall require Town Board approval.

C. Applicability.

The provisions of this chapter apply to Town purchase contracts, including contracts for services, involving an expenditure of more than \$20,000, but excluding purchase contracts necessary for the completion of a public works contract pursuant to Article 8 of the New York Labor Law and any other contract that may in the future be excluded under state law from the best value option. If the dollar thresholds of New York General Municipal Law § 103 are increased or decreased in the future by the State Legislature, the dollar thresholds set forth herein shall be deemed simultaneously amended to match the new General Municipal Law thresholds.

D. Standard for Best Value.

Goods and services procured and awarded on the basis of best value are those that the Town Board determines optimize quality, cost and efficiency, among responsive and responsible bidder or offerors.

2. Where possible, the determination shall be based on an objective and quantifiable analysis of clearly described and documented criteria as they apply to the rating of bids or offers.

3. The criteria may include, but shall not be limited to, any or all of the following: cost of maintenance; proximity to the contractors; longer product life; product performance criteria; and quality of craftsmanship.

E. Documentation.

Whenever any contract is awarded on the basis of best value instead of lowest responsible bidder, the basis for determining best value shall be thoroughly and accurately documented.

F. Piggybacking of purchases.

Notwithstanding the provisions of this Local Law, the Town of Orangetown may, for purposes of public purchases, utilize the provisions of General Municipal Law § 103 with regard to so-called "piggybacking" of purchases. Pursuant to General Municipal Law § 103, the Town of Orangetown may purchase through the bids solicited by the United States government, New York State and/or any other political subdivision (counties, towns, villages, school districts, etc.), provided those contracts clearly state that they are available for use by other governmental entities within the requirements of General Municipal Law § 103(16). Prior to such purchase, the Town of Orangetown will ensure that a piggyback purchase qualifies as follows:

1. The contract involved must have been available for use by other governmental entities through the bid solicitation process. In such case, the Town of Orangetown should determine that there is contained within the bidding municipality's bid package a provision that the bid is open to and can be used by either the Town of Orangetown or other municipalities. This determination should be made on a case-by-case basis.

2. The specific contract must have been issued in accordance with the provision of General Municipal Law § 103.

G. Procurement Policy Superseded Where Inconsistent.

Any inconsistent provision of the Town's procurement policy, as adopted prior to the effective date of this Local Law by resolution of the Town Board, or as amended thereafter, shall be deemed superseded by the provisions of this chapter.

§ 1A-14. Severability

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

§ A-15. Effective Date

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State.

TOWN ATTORNEY

**APPROVE/TERMINATION EMPLOYEE NO.
1328/FULL PAY § 10.1.4 OF THE LABOR
AGREEMENT BETWEEN THE TOWN AND CSEA**

Councilman _____ offered the following resolution, which was seconded by
Councilman _____ and was unanimously adopted:

7. **WHEREAS**, Article 10 of the Labor Agreement between the Town and the Local CSEA provides that a covered employee who suffers a compensable work related injury or illness shall be entitled to leave with full pay for the entire period of his or her absence (§ 10.1.1), provided, however, that such leave with full pay may be withheld or terminated "if the appointing authority determines that the injury or disease is of such nature as to permanently prevent the employee from performing the duties of his or her position" (§ 10.1.4); and

WHEREAS, Employee No. 1328 has been periodically absent from work for extended periods since August 13, 2013, when he suffered a compensable work related injury, and was found by the Workers' Compensation Board to have a fifty percent schedule loss of use of the left arm, and, more recently, Employee No. 1328 filed papers with the Workers' Compensation Board related to a 2006 Workers' Compensation Claim, and has been continuously absent and completely unable to perform any of the duties of his position since on or about February 17, 2016, with no estimate or other indication from him or from his treating physician as to when, if ever, he will be able to return to work and be capable of performing the duties of his job; and

WHEREAS, by letter dated March 16, 2016, Employee 1328 was notified that the Town Board, as appointing authority, intended to meet to consider the nature and status of his injury and whether to invoke the provisions of § 10.1.4, inviting him to appear and to provide medical documentation, testimony or any other information or documentation he deemed relevant to assist the Board in making its determination; and

WHEREAS, on April 12, 2016, at an Executive session of a Regular Town Board Meeting, the Town Board met with the Employee, a CSEA Representative and the head of his Department and considered the nature and present status of his injury, at which time the Employee was unable to tell the Board when, if ever, he would be able to return to work capable of performing the duties of his position; and

WHEREAS, the Town Board has been informed that even during the intermittent periods when the Employee was able to return to work following the occurrence of his work related injury, he was limited in the tasks he was able to perform, never being able to fully perform the duties of his position, all to the detriment of the efficient and effective operation of his Department; and

WHEREAS, based on all of the information that it has received, including but not limited to the *statements of the Employee, the medical notes provided by his physician, and the nature of the work related responsibilities and duties of the Employee's position*, the Board has determined that Employee 1328 injury is of such a nature as to permanently prevent him from performing the duties of his position,

NOW, THEREFORE, BE IT RESOLVED, pursuant to § 10.1.4 of the Labor Agreement between the Town and the CSEA, the Town Board hereby terminates further leave with full pay for Employee No. 1328, effective immediately.

This determination is not intended to, and shall not, alter or affect any benefit to which Employee may be entitled under the provisions of the N.Y.S. Workers' Compensation Law.

Ayes:

Noes:

Absent:

TOWN ATTORNEY

APPROVE TAX CERTIORARI/200 EAST ERIE STREET CO., LLS V. ASSESSOR OF THE TOWN OF ORANGETOWN

8. **RESOLVED**, that upon the recommendation of the Assessor, approve and authorize Dennis D. Michaels, Deputy Town Attorney, to sign the Consent Judgment regarding the tax certiorari proceeding *200 East Erie St Co., LLC v. Assessor of the Town of Orangetown, et al.*, Tax Map designation 70.15-1-50, (200 East Erie St., Blauvelt) for the tax assessment years 2014 and 2015, for a total refund by the County of \$551, a total refund by the Town of \$1,645 and a total refund by the School District of \$4,932. Interest on the Town's liability as a result of assessment decrease or refund is waived if payment is made within sixty (60) days after a copy of the order based upon the settlement is served on the Town (and Rockland County Finance Dept.).

TOWN BOARD

APPOINT TOM WILLINGER/SENIOR CITIZEN ADVISORY COMMITTEE

9. **RESOLVED**, that the Town Board hereby appoints TOM WILLINGER, to serve as a member of the Senior Citizen Advisory Committee, with term commencing May 24, 2016 and expires on December 31, 2016, *replacing Martha Mian*.

RE-APPOINT WILLIAM BECKMANN/A MEMBER OF SANITATION COMMISSION/FOR A 5-YEAR TERM

10. **RESOLVED**, that the Town Board hereby re-appoints WILLIAM BECKMANN, to serve as a member of the Sanitation Commission, for a 5-year term, commencing June 01, 2016 and expires on December 31, 2021.

APPROVE LEASE AGREEMENT WITH NEW YORK SMSA LIMITED PARTNERSHIP D/B/A/VERIZON WIRELESS/CELL TOWER EQUIPMENT SHELTER AND SPACE/ 119 RTE 303, ORANGEBURG

11. **RESOLVED**, that the Town Board hereby approves the Lease Agreement with New York SMSA Limited Partnership d/b/a Verizon Wireless to lease a portion of an equipment shelter and space on the tower at 119 Route 303, Orangeburg, New York, which lease provides for annual rent of \$33,600.00 (\$2800.00 per month), annual increases of 3%, and three optional five year renewals, and authorizes the Supervisor to execute said lease agreement.

HIGHWAY

**APPROVE AID/SAINTS CONSTANTINE AND
HELEN GREEK ORTHODOX CHURCH'S ANNUAL
GREEK FESTIVAL/JUNE 2-5, 2016/CONES,
BARRICADES, TRASH CANS, RECYCLING KIOSKS,
GREEN BINS, DUMPSTER, AND NO PARKING
SIGNS**

- 12. RESOLVED**, that the Town Board hereby authorizes the Town of Orangetown Highway Dept., to lend assistance to the Saints Constantine and Helen Greek Orthodox Church's Annual Greek Festival which includes the use of cones, barricades, trash cans, recycling kiosks, green bins, dumpster and no parking signs for the Greek Festival that runs from June 2nd thru June 5th, 2016.

HIGHWAY/POLICE

**APPROVE AID/MEMORIAL DAY
PARADE/TAPPAN/MAY 30TH, 2016/HIGHWAY
AND POLICE DEPARTMENTS**

- 13. RESOLVED**, that the Town Board hereby authorizes the Town of Orangetown Highway Department and the Orangetown Police Department to lend assistance which includes the use of barricades from the Highway Dept., and (2) Auxiliary Police from the Police Department, for the Memorial Day Parade in Tappan, on Monday, May 30th, 2016, from 10:45 am to 12:30 pm.

**APPROVE AID/ANNUAL PEARL RIVER
CARNIVAL FUNDRAISER FOR 4TH OF JULY
CELEBRATION/JUNE 23-26, 2016**

- 14. RESOLVED**, that upon Town Board approval, The Pearl River Park & Activity Committee Inc. requests the following for the Annual Pearl River Carnival fundraiser for the July Fourth Celebration. Carnival to be held on June 23 thru June 26 at the Central Avenue Field in Pearl River.

Police Detail
trash receptacles
field clean up
large dumpster
message board

PARKS AND RECREATION/HIGHWAY/POLICE

**APPROVE AID/PEARL RIVER PARK & ACTIVITY
COMMITTEE, INC./4TH OF JULY FIREWORKS
DISPLAY AND CELEBRATION/JULY 4, 2016**

15. **RESOLVED**, that upon approval of the Town Board, The Pearl River Park & Activity Committee Inc. requests the following for the 4th of July Fireworks Display and Celebration on Monday, July 4, 2016 (rain date of Sunday, July 9, 2016):

Police Detail
trash receptacles and field clean up
large dumpster
snow fence
barricades
six portable toilets (two handicapped accessible)
message board

PARKS AND RECREATION/HIGHWAY

**APPROVE AID/PEARL RIVER HOOK AND
LADDER LADIES AUXILIARY/ CRAFT FAIR/JULY
10th, 2016/USE OF PORT-O-JOHNS/USE OF
MESSAGE BOARD AND TRASH BARRELS**

16. **RESOLVED**, that the Town Board hereby authorizes the Parks Department to lend assistance which includes the use of one (1) ADA compliant port-o-john and two (2) regular port-o-johns; and also hereby authorizes the Highway Department to lend assistance which includes the use of the Message Board and trash barrels for the Pearl River Hook and Ladder Ladies Auxiliary for the Craft Fair on Sunday, July 10th, 2016, from 10 a.m. to 4 p.m., as a second request.
(Original request RTBM of 4/12/16, for May 1st was cancelled).

**APPROVE AID/ROCKLAND COUNTY TRAFFIC
SAFETY BOARD/SAFETY EVENT AND CAR
SHOW/JUNE 4TH, 2016/BARRICADES, TRASH
CANS, AND MESSAGE BOARD/USE OF PORT-O-
JOHNS**

17. **RESOLVED**, that the Town Board hereby authorizes the Town of Orangetown Highway Department to lend assistance which includes the use of barricades, trash cans and the message board, and the use of two regular port-o-johns, for the Rockland County Traffic Safety Board's Safety Event and Car Show on Saturday, June 4th 2016, from 10 am to 3 pm, at the Central Avenue Field, Pearl River.

PARKS AND RECREATION AND HIGHWAY

**APPROVE AID/ROTARY CLUB OF PEARL
RIVER/SOAP BOX DERBY**

18. **RESOLVED**, that upon the approval of the Town Board, grant the request of the Pearl River Rotary to provide five port-o-sans, trash barrels, barricades, cones and message board for the *Coaster Car Race trial* run to be held on **Sunday, May 22th** and for the *Derby Race Day*, to be held **Sunday, June 5th** (rain date June 12).

PARKS AND RECREATION

**APPROVE AID/VCS ROCKLAND COUNTY PRIDE
SUNDAY/USE OF SHOWMOBILE/JUNE 12, 2016**

19. **RESOLVED**, upon completion of all necessary paperwork the Superintendent of Parks and Recreation has forwarded for approval by the Town Board use of the Showmobile by VCS Rockland County Pride for their "Rockland County Pride Sunday" on Sunday, June 12, 2016 at a rental cost of \$400.00 with the organization providing a certificate of insurance listing the Town of Orangetown as additionally insured.

**AWARD BID/CUSTOM GARDEN LANDSCAPING
OF PEARL RIVER, NY/MOWING AND
MAINTENANCE OF TOWN-OWNED PROPERTIES
AT RPC**

20. **RESOLVED**, that upon the recommendation of the Superintendent of Parks and Recreation award the bid for the Mowing and Maintenance of Town-owned properties at the Rockland Psychiatric Center, to Custom Garden Landscaping of Pearl River NY for an annual fee of \$12,130.00, the lowest qualified bid.

**AWARD BID/_____/FOR HVAC AND
MECHANICAL SERVICES FOR TOWN HALL**

21. **RESOLVED**, that upon the recommendation of the Superintendent of Parks and Recreation, award the bid for HVAC and Mechanical services for Town Hall to _____.
In the amount of \$_____. The lowest qualified bidder.

(PLACE HOLDER Bid Results will be in on Monday, May 23RD, on for RTBM May 24th Agenda)

POLICE

**APPROVE VEHICLES SURPLUS/
AUCTION/POLICE**

22. **RESOLVED**, that upon the recommendation of the Chief of Police, declare the following town vehicles surplus for auction.

old 338 - 2008 Ford Crown Vic, B/W, 2FAHP71V48X166302

old 340 - 2010 Ford Crown Vic, B/W, 2FABP7BV5AX140446

old 337 - 2010 Ford Crown Vic, B/W, 2FABP7BV1AX140444

old 306 - 2006 Ford Crown Vic, B/W, 2FAHP71W36X127707

DEME

**APPROVE/SEWER WORK 2016/CERTIFICATE OF
REGISTRATION**

23. **RESOLVED**, that upon the recommendation of the Town Attorney and the Commissioner of the Department of Environmental Management and Engineering, a Certificate of Registration for 2016 Sewer Work is approved to:

RR Plumbing Services Corporation, d/b/a Roto-Rooter, 525 Waverly Avenue, Mamaroneck, NY
Travcon, Inc., 375 Kings Highway, Valley Cottage, NY 10989-1633

**AWARD BID/2016 SANITARY SEWER
IMPROVEMENTS/NYACK/DEME**

24. **WHEREAS**, the Commissioner of DEME duly advertised for the sealed bids for the 2016 Sanitary Sewer Improvements in Nyack, NY (Cured-in-place pipe method), ITB-DEME 48-2016, which were received and publicly opened on April 21, 2016.

WHEREAS, EN-TECH CORP is the lowest qualified bidder in the amount of \$1,618,625.00.

WHEREAS, funding is available from a previously approved grant/loan from the NYSEFC in the amount of \$1,203,947.15 and the balance of \$414,677.85 is available in DEME fund balance.

THEREFORE, BE IT RESOLVED, that upon recommendation of the Commissioner of DEME, the bid of April 21, 2016 Sewer Improvements in Nyack, NY (Cured –in-place pipe method) ITB-DEME-48-2016, is hereby awarded to EN-TECH CORP , the lowest qualified bidder, in the amount of \$1,618,625.00.

DEME

**AWARD BID/2016 TOWNWIDE ODOR CONTROL
CONTRACT/DEME**

25. **WHEREAS**, the Commissioner of DEME duly advertised for the sealed bids for the 2016 Town-wide Odor Control Contract, ITB-DEME 49-2016.

WHEREAS, the lowest qualified bidder was NRP Group in the amount of \$5,766.00/month (grand total of \$138,384.00 for the full 24 month period).

THEREFORE, BE IT RESOLVED, that upon the recommendation of the Commissioner of DEME, that this contract be hereby awarded to the lowest qualified bidder, NRP Group, in the amount of \$138,384.00.

SUPERVISOR

**AUTHORIZE INCREASE IN FUNDING FOR
SUPERVISOR'S EXECUTIVE ASSISTANT
POSITION**

26. **RESOLVED**, that upon the recommendation of the Supervisor, the Town Board approves the adjustment of the 2016 budget line A.1220.015 from \$38,096 to \$58,000 to reflect an increase in hours required for the Supervisor's Executive Assistant. This change makes this a full-time equivalent position entitled to healthcare benefits under the Affordable Care Act.

**AUTHORIZE SUPERVISOR TO ENTER INTO
CONTRACT FOR PURCHASE OF STREETLIGHTS
FROM ORANGE AND ROCKLAND**

27. **RESOLVED**, that the Town Board authorizes the Supervisor to sign the following agreements with Orange and Rockland Utilities for the purchase of streetlights: 1. Agreement for Purchase and Sale of Street Lighting Facilities from Orange and Rockland Utilities, Inc., at the negotiated price of \$401,528, or about \$159 per light, adjustable as per the contract, depending on the results of the audit verifying streetlight inventory; 2. Mutual General Release and Settlement Agreement; and, 3. The Operating Agreement describing the installation of in-line fuse disconnects and related responsibilities of both parties in operating the streetlights under town ownership on utility poles that Orange and Rockland will continue to own and use for other purposes.

Adjournments at _____ in memory of:

Dorothy Byrne, Orangeburg

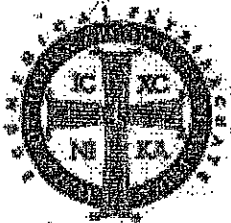
Raymond Fornario, formerly Blauvelt/California

Maureen Shanahan, Pearl River

Verna Whalen, Pearl River

Isabelle Wortendyke

#12



DIOCESE OF NEW YORK AND NEW JERSEY
DISTRICT

SAINTS
CONSTANTINE
AND HELEN
GREEK ORTHODOX
CHURCH

†
1 Marycrest Road
West Nyack, NY 10994

Office: (845) 623-4023

ecnyack@optonline.net

†
PRIEST:
Rev. Dr.
NICHOLAS K. SAMARAS

2016
Parish Council

President
Nikos Anagnostopoulos

Vice President
Naomi Hatzis

Treasurer - John Livanos
Secretary - John Moustakakis

Parish Council Members:
Mike Delloulas
Gus Drivas*
George Hanne*
Alex Kalos
Dimitris Karavanas*
Gibby Katsopoulos
Kyriakos Lazaridis
Kelly Marie*
Constantine Moustakakis
(*Parish Council President)

RFS# 37036
Permit #16-SP16

RECEIVED

APR 27 2016

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

April 2016

Orangetown Highway Department
Attn: Ms. Helen Wilson
hwilson@orangetown.com

Dear Ms. Helen,

Please add the following items/request to the next Town
Board Workshop Meeting Agenda:

Saints Constantine and Helen Greek Orthodox Church kindly
requests the following for their Annual Greek Festival being
held on June 2nd thru June 5th, 2016:

- 60 cones
- 40 barricades
- 60 trash cans steel orange-colored barrels
- 30 recycling kiosks
- 60 recycling cans plastic green colored cylindrical recycling containers
- Large recycling dumpster(s)
- Directional signs
- No Parking signs

Thank you so much for your help. If you need additional
information, please contact us.

Sincerely,
Nikos Anagnostopoulos
Parish Council President

#13

American Legion Post 1271
Mr. Frank Allegro, Commander
40 Hardwood Drive
Tappan, NY 10983

January 12, 2016

TO: Andy Stewart, Supervisor
FROM: Frank Allegro for Carl Schelin American Legion Post 1271
RE: Memorial Day Parade, Tappan

Please place the following items on the next Town Board Workshop Agenda:

Tappan Memorial Day Parade – May 30, 2016

Highway Department:

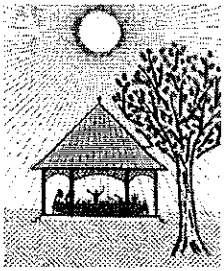
- Barricades

Police Department:

- (2) Auxiliary Police

Thank you

cc: C. Madigan, Town Clerk
T. Pugh, Deputy Town Clerk



PEARL RIVER PARK & ACTIVITY COMMITTEE, INC.
P.O. BOX 1216
PEARL RIVER, N.Y. 10965

#14

President

Stephen F. Munno

Vice- President

Mike Mandel

Treasurer

Annina Munno

Recording Secretary

Cindy Sealander

Corresponding Secretary

Robert Simon

Executive Board of Directors

Frank Fleischer

Jim Murphy

Associate Members

Michael Bryceland

Dominic Filippone

William Mowerson

Ennio Munno

George Wamsley

Rotary Club

July 4th Celebration Committee

Dorothy Filoramo, Rotary President

George Westphal

Jim Murphy

John Buonadonna

Ryan O'Gorman

Larry Vergine

Doug Ward

Robert Zuppe

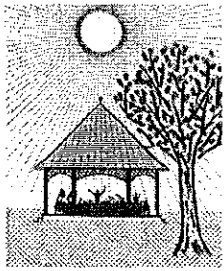
MEMORANDUM

TO: Kimberly Allen, Administrative Secretary
FROM: Stephen F. Munno, President
DATE: May 12, 2016
RE: Pearl River Carnival

Please add the following item on the May 17, 2016 Town Board Workshop Meeting Agenda:

The Pearl River Park & Activity Committee Inc. requests the following for the Annual Pearl River Carnival fundraiser for the July Fourth Celebration. Carnival to be held on June 23 thru June 26 at the Central Avenue Field in Pearl River.

- Police Detail
- trash receptacles
- field clean up
- large dumpster
- message board



PEARL RIVER PARK & ACTIVITY COMMITTEE, INC.
P.O. BOX 1216
PEARL RIVER, N.Y. 10965

#15

President

Stephen F. Munno

Vice- President

Mike Mandel

Treasurer

Annina Munno

Recording Secretary

Cindy Sealander

Corresponding Secretary

Robert Simon

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July 4th Celebration Committee

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John Buonadonna

Ryan O'Gorman

Larry Vergine

Doug Ward

Robert Zuppe

MEMORANDUM

TO: Kimberly Allen, Administrative Secretary

FROM: Stephen F. Munno, President

DATE: May 12, 2016

RE: Pearl River Fireworks

Please add the following item on the May 17, 2016 Town Board Workshop Meeting Agenda:

The Pearl River Park & Activity Committee Inc. requests the following for the 4th of July Fireworks Display and Celebration on Monday, July 4, 2016 (rain date of Sunday, July 9, 2016):

- Police Detail
- trash receptacles and field clean up
- large dumpster
- snow fence
- barricades
- six portable toilets (two handicapped accessible)
- message board



INCORPORATED 1903

LADIES AUXILIARY
OF THE
PEARL RIVER HOOK AND LADDER COMPANY No. 1, INC.

P.O. BOX 1124
PEARL RIVER, N.Y. 10965

RECEIVED APR 08 2016

#16

OFFICE OF
President

April 7, 2016

Mr. Andy Stewart
Town Supervisor
26 Orangeburg Road
Orangeburg, NY 10962

*Cancelled
5/1st
rescheduled
to 7/10/2016*

Dear Mr. Stewart,

The Pearl River Hook & Ladder Ladies Auxiliary are hosting a Craft Fair / Flea market on Sunday, May 1st (no rain date) at the Central Avenue School field. We would appreciate if the town would provide us with the following:

3 Port-O-Johns (1 handicap & 2 regular)
Trash barrels to be placed around the field.

Please let us know if you need any further information and would appreciate your help and support in this matter.

Thank you.

Sincerely,

Linda Bock
President

#16

LADIES AUXILIARY
Of the
PEARL RIVER HOOK & LADDER CO. NO. 1 INC.
P.O. Box 1124
Pearl River, N.Y. 10965

PEARL RIVER CRAFT FAIR

DATE: Sunday May 1st 2016 -- This event will be a combination Craft Fair/New Merchandise. It is being sponsored by the Ladies Auxiliary of the Pearl River Hook & Ladder Fire Company.

TIME: 7AM (for vendors to setup), 10AM TO 4PM (the event).
All vendors must be off the field by 5:30PM.

PLACE: Central Avenue Field - downtown Pearl River, NY
(58 East Central Ave., Pearl River, NY 10965)

COST: \$40.00 per space (spaces are approximately 10 x 12ft)

CONTRACT: Please forward signed contract & nonrefundable check
Made payable to the PRH&L Ladies Auxiliary P.O. Box 1124
Pearl River, N.Y. 10965 **ASAP but no checks will be accepted
after April 15th.** After April 15th we will only accept cash or
money order.

**All Vendors must supply their own tents, tables and chairs, none will be
provided by the Ladies Auxiliary.**

1. Vendors shall occupy only the space assigned to them by the Ladies Auxiliary.
2. The Ladies Auxiliary has the right to ask vendors to leave if they exhibit conduct that causes undue disruption or in any way exhibits inappropriate behavior or items they feel deleterious to the fair.
3. Vendors who do not check in by 9:30am will forfeit their space.
4. Vendors are required to keep there area clean & free of debris. Vendors are responsible for their own garbage.
5. Vendors will not be granted exclusivity in selling of their merchandise.
6. Vendors are responsible for the collection of sales tax.
7. No refunds will be made due to inclement weather.
8. Any questions you can contact Linda at 845-735-8724 or Debbie at 845-352-1843.

#19

RECEIVED

William Barbera

MAY 10 2016

From: Kevin Nulty <KNulty@orangetown.com>
Sent: Friday, May 06, 2016 12:16 PM
To: Jim Dean; Stephen Munno
Cc: Charlotte Madigan; William Barbera; James Brown; cheminl@co.rockland.ny.us; bergerl@co.rockland.ny.us; doug@katzinsurance.com; steve@katzinsurance.com
Subject: Rockland County Traffic Safety Board request for the use of Town property/June 4, 2016
Attachments: Special Use Permit for Town Property.pdf

TOWN OF ORANGETOWN
MESSAGE BOARD

ATTENTION! This email came from an outside source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hi Supr. Mr. Dean and Mr. Munno,
CC: Leslie Berger & Chief Barbera
Charlotte Madigan, Town Clerk
Doug & Steve Katz

I am sending Leslie Berger and Chief William Barbera of the Rockland County Traffic Safety Board a copy of the application for "Special Use Permit for the use of Town Property" regarding a safety event/car show that the RCTSB is hosting on Saturday, June 4, 2016, 10:00 am to 3:00 pm, on the Pearl River School District's Central Ave., Field in Pearl River, NY. They have been in touch with the school district already. I will make sure OPD is advised.

They will be requesting the use of:

- Parks - Dept*
- 1. Two port-a-johns
 - 2. Four six barricades
 - 3. Two trash cans
 - 4. Use of the Orangetown Message Boards to advertise the event.

*- Two port-a-johns
- Four - Six Barricades
- Two Trash Cans*

Message Board

I will make sure they know that they need to:

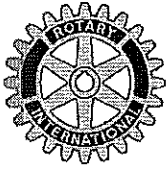
1. Send the Town Board a letter of request.
2. Provide an insurance certificate.
3. Send the completed application, letter, certificate of insurance to Charlotte Madigan, Town Clerk, at 26 Orangeburg Road, Orangeburg, NY 10962
4. Be aware that the next Town Board Workshop meeting is on May 17, 2016. The TB would vote on this matter on May 24, 2016. They should make sure that everything is completed and approved by May 12, 2016, so that the Town Clerk can place it on the agenda for the May 17, 2016, meeting.

I just wanted you to be aware that this request is time sensitive and needs to be completed by next week.

Chief Kevin A. Nulty

Town of Orangetown
Police Department
26 Orangeburg Rd.
Orangeburg, N.Y. 10962
Office (845) 359-3726

119 B-303
08



Rotary Club of Pearl River, P.O. Box 252, Pearl River, NY 10965
District 7210 - Region 8, Zone 32, Club #4982 – Charter Date December 12, 1935
www.rotaryclubofpearlriver.org

#18

MEMORANDUM

TO: Kimberly Allen, Administrative Secretary
FROM: Pearl River Rotary
DATE: May 12, 2016
RE: "APPROVE AID ROTARY CLUB OF PEARL RIVER/SOAPBOX DERBY"

Please place the following item on the May 17, 2016, Town Board Workshop Agenda:

Approve the request of the Pearl River Rotary to provide five port-o-sans, trash barrels, barricades, cones and message board for the Coaster Car Race trial run to be held on Sunday, May 29th and for the Derby Race Day, to be held Sunday, June 5th (rain date June 12).



TOWN OF ORANGETOWN PARKS & RECREATION
81 HUNT ROAD, ORANGEBURG, NY 10962
(845) 359-6503



2016 Application for Showmobile Use

Event/Festival Name: Rockland County Pride Sunday

Organization Name: VCS Rockland County Pride

Applicant's Name: Diana Wilkins Phone (w): 845-634-5729 x307

Address: 77 South Main St. City: New City Zip: 10956

Cell Phone 914-671-7734 E-Mail: dwilkins@vcs-inc.org

Day Sunday Date 6/12/16 Time of Set-up: 7AM – 8AM Time of Take-down: 5PM

Requested Location (parkstreet, location on premises, etc., be specific, attach map if needed):
 Main Street Parking Lot, Nyack, NY *old Riverspace Parking Lot*

Showmobile stage measures **28 feet long x 14 feet 7 inches deep x 25 feet high** when open. One set of stairs is available with hand railings. (Please note that this measurement does not include the trailer hitch or the tow vehicle. See space requirements below.) The Showmobile does not have a sound system and comes with fluorescent lighting only.

Stair Arrangement: (1 set of stairs) x Left side of stage _____ Right side of stage _____ Front of stage

The lights require a 110 volt, 20 amp circuit to plug into within 150 feet of the right front side of the Showmobile. Additional electrical equipment must be plugged into a separate circuit.

Please describe in detail what the stage will be used for and how you intend to set it up: (Note: The Town seal is not to be covered and no nails, staples or tacks may be used to attach any items to the Showmobile)

Speakers, Entertainment

Showmobile space requirements:

- The showmobile must be parked in a relatively level space.
- The showmobile does not have the ability to go over curbing or rough terrain.
- The area must be free of obstructions such as overhanging tree limbs, electrical wires, etc.
- **The total area needed for the showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.**
- The tow vehicle must remain with the showmobile for the duration of the event.
- In the event of winds in excess of 30 MPH, the stage canopy must be closed.
- A member of the organization renting the unit must be on site at time of arrival for proper set up.

Additional Requirements:

- Certificate of insurance required. Must name the Town of Orangetown as additionally insured.
- Rental Costs: \$400.00
- Any changes to the event must be made 24 hours in advance by contacting Mark Albert at malbert@orangetown.com

I have read and understand the conditions listed above:

Applicant's Signature [Signature] Date 2/5/16

Department Approval [Signature] Date 4/15/14

#20

169

BID ITEM	Mowing and Maintenance of Town Properities at Rockland Psychiatric Center	SHEET	1 OF 1
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BID OPENING TIME	11:00AM	DATE	May 12, 2016
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CONTRACTOR NAME & ADDRESS	Custom Gardens Pearl River, NY	PAT Scanlon New City, NY	Helmke Industries Orangetown, NY			
DATE RECEIVED	5/12/16	5/11/16	5/12/16			
TIME RECEIVED	9:30AM	9:45AM	9:30AM			
NON COLLUSION STATEMENT	✓	✓	✓			
BID BOND or CERTIFIED CHECK						

Price for Per Month Mowing / Maintenance (June 1st through November 30th)

PRICE	\$ 1080.00	\$ 2175.00	\$ 3200.00	\$	\$	
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Spring Clean-up Price (no later than June 15th)

PRICE	\$ 800.00	\$ 1,000.00	\$ 2,195.00	\$	\$	
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Fall Clean-up Price (no earlier than November 15th)

PRICE	\$ 4850.00	\$ 3250.00	\$ 7500.00	\$	\$	
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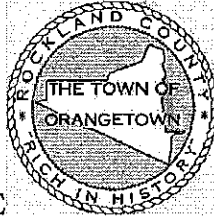
ANNUAL TOTAL	\$12,130.00	\$17,300.00	\$28,895.00	\$	\$	
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#23

TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: April 15, 2016

TO: Charlotte Madigan, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Registration (Sewer Work) 2016

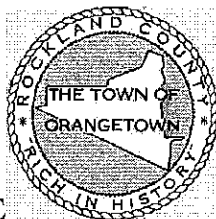
The following applicant is qualified, pursuant to the qualification certificate received from Joe Moran, P.E., Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

RR PLUMBING SERVICES CORPORATION
d/b/a Roto-Rooter
525 Waverly Avenue
Mamaroneck, NY 10543
Tel.: 914-777-1791

Please place this Certificate of Registration request on the next Workshop agenda scheduled for April 26, 2016 and the Regular Town Board Meeting agenda scheduled for May 3, 2016. Should you have any questions, please do not hesitate to contact this Office.

/mf
encl.

#23



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: May 13, 2016

TO: Charlotte Madigan, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Registration (Sewer Work) 2016

The following applicant is qualified, pursuant to the qualification certificate received from Joe Moran, P.E., Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

TRAVCON, INC.
375 Kings Highway
Valley Cottage, NY 10989-1633
Tel.: 629-3063

Please place this Certificate of Registration request on the next Workshop agenda scheduled for May 17, 2016 and the Regular Town Board Meeting agenda scheduled for May 24, 2016. Should you have any questions, please do not hesitate to contact this Office.

/mf
encl.

BID ITEM	Contract No. 48-2016 Sanitary Sewer	SHEET	1 OF 1
Improvements (CIPP Method) CWSRF Project No. C3-5345-06-75/76			

BID OPENING TIME	11:00AM	DATE	April 21, 2016
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CONTRACTOR NAME & ADDRESS	En-Tech Corp Closter, NJ	Insituform Tech Chapelton, MA	Allstate Power Vac Rahway, NJ	RECEIVED APR 28 2016	
DATE RECEIVED	4.21.16	4.20.16	4.21.16		
TIME RECEIVED	10:16 AM	10:24 AM	8:10 AM		
NON COLLUSION STATEMENT	✓	✓	✓		
BID BOND or CERTIFIED CHECK	✓	✓	✓		

Item #1 - Approx. Estimated Quantity - 28,000/ Lin. Ft. of cured-in-place liner, furnished & installed into existing 8-inch sewers complete as specified at per line Ft.

UNIT BID PRICE	\$ 35.50	\$38.50	\$ 38.00	\$	\$	
TOTAL PRICE	\$994,000.00	\$1,078,000.00	\$1,064,000.00	\$	\$	

Item #2 - Approx. Estimated Quantity - 2,500/ Lin. Ft. of cured-in-place liner, furnished & installed into existing 10-inch sewers complete as specified at per line Ft.

UNIT BID PRICE	\$38.00	\$49.00	\$39.00	\$	\$	
TOTAL PRICE	\$95,000.00	\$122,500.00	\$97,500.00	\$	\$	

Item #3 - Approx. Estimated Quantity - 2,500/ Lin. Ft. of cured-in-place liner, furnished & installed into existing 12-inch sewers complete as specified at per line Ft.

UNIT BID PRICE	\$42.00	\$64.50	\$48.00	\$	\$	
TOTAL PRICE	\$105,000.00	\$161,250.00	\$120,000.00	\$	\$	

Item #4 - Approx. Estimated Quantity - 1,500/ Lin. Ft. of cured-in-place liner, furnished & installed into existing 15-inch sewers complete as specified at per line Ft.

UNIT BID PRICE	\$58.50	\$99.00	\$58.00	\$	\$	
TOTAL PRICE	\$87,750.00	\$148,500.00	\$87,000.00	\$	\$	

Item #5 - Approx. Estimated Quantity - 25/ Cutting of each existing protruding lateral that obstructs proper installation of liner found during Pre - TV and approved by the Engineer, at Each

UNIT BID PRICE	\$150.00	\$800.00	\$551.00	\$	\$	
TOTAL PRICE	\$3,750.00	\$20,000.00	\$13,775.00	\$	\$	

Item #6 - Approx. Estimated Quantity - 1,500/ Lin. Ft. of Pre-TV & Cleaning when sewer is not suitable for lining, at per lin. Ft.

UNIT BID PRICE	\$ 3.75	\$5.00	\$ 8.00	\$	\$	
TOTAL PRICE	\$5,625.00	\$7,500.00	\$12,000.00	\$	\$	

Item #7 - Approx. Estimated Quantity - 5,000/ Lin. Ft. of Pre-TV & Cleaning (No Lining) of existing suitable for lining, at per lin. Ft.

UNIT BID PRICE	\$4.00	\$4.00	\$5.00	\$	\$	
TOTAL PRICE	\$20,000.00	\$20,000.00	\$25,000.00	\$	\$	

Item #8 - Approx. Estimated Quantity - 1,000/ Vertical Foot of Manhole Sealing, at per vert. Ft.

UNIT BID PRICE	\$235.00	\$147.00	\$365.00	\$	\$	
TOTAL PRICE	\$235,000.00	\$147,000.00	\$365,000.00	\$	\$	

Item #9 - Maintenance and Protection of Traffic, at Lump Sum - Minimum Stipulated Price - \$12,500

UNIT BID PRICE	\$12,500.00	\$51,700.00	\$378,950.00	\$	\$	
TOTAL PRICE	\$12,500.00	\$51,700.00	\$378,950.00	\$	\$	

Item #10 - Allowance for Miscellaneous Additional Work, at Lump Sum - Minimum Stipulated Price - \$60,000

UNIT BID PRICE	\$60,000.00	\$60,000.00	\$60,000.00	\$	\$	
TOTAL PRICE	\$60,000.00	\$60,000.00	\$60,000.00	\$	\$	

TOTAL ITEMS 1 - 10	\$1,618,625.00	\$1,816,450.00	\$2,223,225.00	\$	\$	
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DIST. TB, Solvr., Deme, TA 2,223,225.00

#24

[illegible]

AGREEMENT FOR PURCHASE AND SALE OF STREET LIGHTING FACILITIES

THIS AGREEMENT (this "Purchase Agreement"), dated as of the [■] day of [■], 201_, by and between ORANGE AND ROCKLAND UTILITIES, INC., a New York corporation with offices at One Blue Hill Plaza, Pearl River, New York 10965 ("Seller"), and the TOWN OF ORANGETOWN, NEW YORK, a municipal corporation with offices located at 237 Route 59, Suffern, New York 10901 ("Buyer"). Seller and Buyer are sometimes herein referred to individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H

WHEREAS, Seller owns, operates and maintains Street Lighting Facilities (as that term is defined below) within the geographical boundaries of Buyer; and

WHEREAS, Buyer wishes to purchase from Seller, and Seller is agreeable to selling to Buyer, the Street Lighting Facilities upon the terms and conditions contained in this Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and such other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. As used in this Purchase Agreement, the following terms have the meanings specified below in this Section 1.1.

"Ancillary Agreements" means (a) the Operating Agreement, and (b) the Mutual General Release and Settlement Agreement, as the same may be amended from time to time.

"Apportionable Items" has the meaning set forth in Section 3.3(a).

"Bill of Sale" means the Quit Claim Bill of Sale, substantially in the form of Exhibit A hereto, to be executed and delivered by Seller to Buyer at the Closing, to evidence the transfer by Seller to Buyer of Seller's right, title and interest in and to the Street Lighting Facilities.

"Business Day" shall mean any day other than Saturday, Sunday and any day on which banking institutions in the State of New York are authorized by law or other governmental action to close.

"Buyer" has the meaning set forth in the preamble to this Purchase Agreement.

"Buyer's Deliverables" has the meaning set forth in Section 8.5.

"Buyer Protected Parties" has the meaning set forth in Section 6.4(a).

"Buyer's Required Approvals" means (i) approval of the Town Board of Buyer authorizing Buyer (by its Town Supervisor or other Person) to enter into this Purchase Agreement, the Bill of Sale, the Mutual General Release and Settlement Agreement and the Operating Agreement, and (ii) the written consent of Verizon Communications, Inc., successor to the New York Telephone Company, pursuant to the Agreement between Orange and Rockland Utilities, Inc. and the New York Telephone Company Covering The Joint Use of Poles dated as of September 1, 1974 and the Administrative and Operating Practices Associated with the Joint Use Pole Agreement between Orange and Rockland Utilities, Inc. and the New York Telephone Company effective September 1, 1974, for the continued attachment of any and all of the Street Lighting Facilities currently attached either to poles jointly owned by Seller and Verizon Communications, Inc. or to poles solely owned by Verizon Communications, Inc.

"Breaching Party" has the meaning set forth in Section 9.1(e).

"Claiming Party" has the meaning set forth in Section 6.5(a).

"Closing" has the meaning set forth in Section 3.1.

"Closing Date" has the meaning set forth in Section 3.1.

"Commercially Reasonable Efforts" means efforts which are designed to enable the performing Party, directly or indirectly, to satisfy a condition to, or otherwise assist in the consummation of, the transactions contemplated by this Purchase Agreement and which do not require the performing Party to expend any funds or assume any liabilities other than expenditures and liabilities which are customary and reasonable in nature and amount in the context of the transactions contemplated by this Purchase Agreement.

"Excluded Assets" has the meaning set forth in Section 2.3.

"Governmental Authority" means any applicable federal, state, local or other governmental, regulatory or administrative agency, taxing authority, commission, department, board, or other governmental subdivision, court, tribunal, arbitrating body or other governmental authority, including the PSC.

"Interim Period" has the meaning set forth in Section 6.1.

"Mutual Release and Settlement Agreement" means the Mutual Release and Settlement Agreement to be executed and delivered by Buyer and Seller at Closing, said agreement to be substantially in the form attached hereto as Exhibit B.

"Operating Agreement" means the Operating Agreement to be executed and delivered by Buyer and Seller at Closing, said agreement to be substantially in the form attached hereto as Exhibit C.

"Outside Date" has the meaning set forth in Section 9.1(b).

"Parties" has the meaning set forth in the preamble to this Purchase Agreement.

"Party" has the meaning set forth in the preamble to this Purchase Agreement.

"Permitted Lien" means (a) any lien for Taxes not yet due or delinquent, (b) any Lien for taxes being contested in good faith by appropriate proceedings and not in excess of \$100,000, (c) any lien arising in the ordinary course of business by operation of law with respect to a liability that is not yet due or delinquent or which is being contested in good faith by Seller, (d) zoning, planning, and other similar governmental limitations and restrictions, all rights of any Governmental Authority to regulate any asset, and all matters of public record, and (e) any lien released prior to Closing.

"Person" means any individual, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization, association, or governmental entity or any department or agency thereof.

"Preliminary Apportioned Items Amount" has the meaning set forth in Section 3.3(b).

"PSC" means the State of New York Public Service Commission.

"Purchase Agreement" means this Agreement for Purchase and Sale of Street Lighting Facilities, together with the Exhibits and Schedules attached hereto, as the same may be amended from time to time.

"Purchase Price" has the meaning set forth in Section 3.2.

"Responding Party" has the meaning set forth in Section 6.5(a).

"Seller" has the meaning set forth in the preamble to this Purchase Agreement.

"Seller Protected Parties" has the meaning set forth in Section 6.4(b).

"Seller's Deliverables" has the meaning set forth in Section 7.5.

"Seller's Required Approvals" means (i) approval of the board of directors of Seller for Seller (by a Vice President or other Person) to enter into this Purchase Agreement, the Bill of Sale, the Mutual General Release and Settlement Agreement and the Operating Agreement, and (ii) an order of the PSC pursuant to Section 70 of the New York State Public Service Law approving the sale of the Street Lighting Facilities pursuant to the terms of this Purchase Agreement.

"Seller's Tariff" shall mean and include any and all tariffs on file by Seller with the PSC (including, but not limited to, P.S.C. No. 3 ELECTRICITY), as the same shall be formally

issued, supplemented, amended, superseded, and/or interpreted from time to time, now or in the future.

“Street Lighting Facilities” means all of those certain overhead street lighting facilities that are owned solely by Seller, attached to utility poles located within the geographical boundaries of the Buyer, used solely for street lighting purposes, and which consist of luminaires, lamps, mast arms, their associated wiring, electrical connections, and appurtenances, including the In-Line Fused Disconnects referred to in Section 2.2, all as depicted in Exhibit A to the Operating Agreement.

“Street Lighting Facilities Assessed Values/Taxes” has the meaning set forth in Section 6.6.

“Survey” has the meaning set forth in Section 6.2.

“Third Party Losses/Claims” has the meaning set forth in Section 6.4.

Section 1.2 Certain Interpretive Matters. In this Purchase Agreement, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa. The term “includes” or “including” shall mean “includes without limitation” or, as applicable, “including without limitation.” References in this Purchase Agreement to an Article, Section or Exhibit shall mean an Article, Section or Exhibit of this Purchase Agreement, and reference to a specified agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented, or restated from time to time.

ARTICLE II

PURCHASE AND SALE

Section 2.1 Transfer of Street Lighting Facilities. Upon the terms and subject to the conditions contained in this Purchase Agreement, at the Closing, Seller will sell, assign, convey, transfer and deliver to Buyer, and Buyer will purchase, assume, acquire and receive from Seller, all of Seller’s right, title and interest in and to the Street Lighting Facilities.

Section 2.2 Demarcation of Ownership. From and after the Closing, Buyer shall own all portions of each of the Street Lighting Facilities from the point in change (transition) from the Seller’s secondary conductor to the street light and including the luminaires, lamps, mast arms, their associated wiring, electrical connections, and appurtenances, with Seller retaining ownership of the electric distribution system up to that point in change; provided that with respect to Street Lighting Facilities for which Buyer has caused an In-Line Fused Disconnect (as defined in the Operating Agreement) to be installed following the Closing, from and after the Closing, Buyer shall own all portions of such Street Lighting Facilities from and including the In-Line Fused Disconnect to the to the street light and including the luminaires, lamps, mast

arms, their associated wiring, electrical connections, and appurtenances, with Seller retaining ownership of the electric distribution system up to the In-Line Fused Disconnect.

Section 2.3 Excluded Assets. Seller is not assigning, conveying, transferring or delivering to Buyer and Buyer is not purchasing, assuming, acquiring or receiving from Seller any of Seller's right, title and interest in and to the following, all of which are being retained by Seller following the Closing (hereinafter collectively referred to as the "Excluded Assets"):

(a) Any and all of Seller's right, title and interest in and to any poles, structures, equipment or equipment attached or appurtenant to, but not comprising, the Street Lighting Facilities;

(b) Any and all claims, counterclaims, causes of action, lawsuits or proceedings with respect to any injury or damage caused to any poles, structures, equipment or components attached or appurtenant to, but not comprising, the Street Lighting Facilities;

(c) Any and all claims, counterclaims, causes of action, lawsuits or proceedings with respect to any injury or damage caused to the Street Lighting Facilities prior to the Closing;

(d) Any and all claims, counterclaims, causes of action, lawsuits or proceedings with respect to any and all costs and expenses incurred by Seller for relocating, adjusting, or protecting/maintaining in place any Street Lighting Facilities (including any planning, designing and engineering work in connection therewith) prior to the Closing in connection with any Governmental projects or private projects, including street relocation, adjustment, reconstruction or resurfacing projects, sewer infrastructure projects and water infrastructure projects;

(e) Any and all claims, counterclaims, causes of action, lawsuits or proceedings with respect to any costs and expenses incurred by Seller for relocating, adjusting, or protecting/maintaining in place any poles, structures, equipment or components attached or appurtenant to, but not comprising, the Street Lighting Facilities (including any planning, designing and engineering work in connection therewith) in connection with any Governmental Authority projects or private projects, including street relocation, adjustment, reconstruction or resurfacing projects, sewer infrastructure projects and water infrastructure projects;

(f) Any and all of Seller's right, title and interest in and to any and all spare parts or spare components relating to the Street Lighting Facilities or any poles, structures, equipment or components attached or appurtenant to, but not comprising, the Street Lighting Facilities;

(g) Any and all of Seller's right, title, and interest in and to any and all vehicles, equipment, tools and supplies relating to installing, operating, inspecting, maintaining, repairing, replacing or decommissioning in whole or in part any Street Lighting Facilities or any poles, structures, equipment or components attached or appurtenant to, but not comprising, the Street Lighting Facilities;

(h) Any and all of Seller's right, title and interest in and to any and all agreements and contracts with third parties relating to installing, operating, inspecting, maintaining, repairing, replacing or decommissioning in whole or in part any Street Lighting Facilities or any poles, structures, equipment or components attached or appurtenant to, but not comprising, the Street Lighting Facilities; and

(i) Any and all of Seller's right, title and interest in and to any and all franchise grants, licenses, permits, and interests in real property pertaining in any way to any Street Lighting Facilities or any poles, structures, equipment or components attached or appurtenant to, but not comprising, the Street Lighting Facilities.

ARTICLE III

CLOSING, PURCHASE PRICE, APPORTIONABLE ITEMS

Section 3.1 Closing. The Closing shall take place at the offices of Seller at 10:00 A.M. (Eastern time) on the tenth Business Day after the conditions to Closing set forth in Articles VII and VIII (other than actions to be taken or items to be delivered at Closing) have been satisfied or waived by the Party entitled to waive such condition, or on such other date and at such other time and place as Buyer and Seller mutually agree in writing. The date of Closing is hereinafter referred to as the "Closing Date." The Closing shall be effective for all purposes as of 12:01 A.M. (Eastern Time) on the Closing Date.

Section 3.2 Purchase Price. The purchase price (the "Purchase Price") for the Street Lighting Facilities shall be an amount equal to \$401,528.00, *increased* by the Preliminary Apportioned Items Amount if Buyer owes Seller such amount and *decreased* by the Preliminary Apportioned Items Amount if Seller owes Buyer such amount; provided that if the survey conducted pursuant to Section 6.2 hereof determines that the number of Street Lighting Facilities is either less than 2,478 or more than 2,578, the Purchase Price shall be *decreased* \$159 for each Street Lighting Facility less than 2,478 and *increased* \$159 for each Street Lighting Facility more than 2,578.

Section 3.3 Apportionable Items.

(a) The following items (the "Apportionable Items") shall be apportioned as of 11:59 P.M. of the day before the Closing Date with Seller bearing the expense of the item applicable to the period before the Closing Date and Buyer bearing the expense of the item applicable to the period on and after the Closing Date:

(i) Real property taxes (including special franchise taxes) assessed or imposed on Seller by virtue of its ownership, use, operation, inspection, maintenance or repair of the Street Lighting Facilities; and

(ii) Any and all other personal property taxes, real estate taxes, occupancy taxes, assessments (special or otherwise) and any and all other applicable fees, taxes and charges assessed or imposed on Seller by virtue of its ownership, use, operation, inspection, maintenance or repair of the Street Lighting Facilities.

(b) Each of the Apportionable Items shall be apportioned based upon (i) the extent to which (a) Seller, prior to the Closing, has paid such Apportionable Item with respect to any period on and after the Closing Date (*i.e.*, with respect to any period from and after Seller's transfer of the Street Lighting Facilities to Buyer) or (b) Buyer, after the Closing, will be responsible to pay such Apportionable Item with respect to any period before the Closing Date (*i.e.*, with respect to any period before Seller's transfer of Street Lighting Facilities to Buyer) and (ii) the number of days in the applicable tax or other period that are (a) before the Closing Date and (b) on and after Closing Date; provided that, for the purposes of such apportionment calculations, Buyer shall not be credited with being responsible to pay any special franchise tax or, to the extent Buyer is the direct or indirect recipient of any other Apportionable Item, any other Apportionable Item (although, for the avoidance of doubt, Seller shall be credited with any and all payments by Seller, prior to the Closing, of any special franchise tax and any other Apportionable Item with respect to any period on and after the Closing Date notwithstanding that Buyer may be the direct or indirect recipient of such payments). The result of the calculation of the Apportionable Items performed for purposes of the Closing, which shall be netted to a single number (the "Preliminary Apportionable Items Amount"), shall be based on the current amount of each Apportionable Item for the period that includes the Closing Date and, if any such current amount is not then available (*e.g.*, because the applicable taxing authority has not yet issued the amount of the Apportionable Item with respect to the period that includes the Closing Date), shall be based on the amount for the most recent former period. Following the Closing and within 60 days after the date that the last of the previously unavailable amounts of the Apportionable Items becomes available, the Parties shall use the available amounts to true-up the calculation that led to the Preliminary Apportionable Items Amount and the Party that owes the other Party based on such true-up calculation (and taking into account the Preliminary Apportionable Items Amount that was paid at Closing by adjusting the Purchase Price) shall pay such other Party within 30 days after the true-up calculation is made. The obligations set forth in this Section 3.3 shall survive the Closing.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

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Section 4.1 Organization. Seller is a corporation duly formed, validly existing and in good standing under the laws of the State of New York.

Section 4.2 Authority, Binding Obligation. Subject to obtaining the Seller's Required Approvals: Seller has all requisite corporate power and authority to execute and deliver this Purchase Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby; the execution and delivery of this Purchase Agreement and the performance by Seller of its obligations hereunder have been duly and validly authorized by all necessary corporate action; and this Purchase Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, moratorium or other similar laws relating to affecting the rights of creditors generally, or by general equitable principles (regardless of whether enforcement is considered in a proceeding at law or in equity).

Section 4.3 No Conflicts; Consents and Approvals. Subject to obtaining the Seller's Required Approvals, the execution and delivery by Seller of this Purchase Agreement do not, the performance by Seller of its obligations hereunder will not, and the consummation of the transactions contemplated hereby will not:

(a) conflict with or result in a violation or breach under the certificate of incorporation or by-laws of Seller or under any material contract to which Seller is a party, except for any such violations or defaults that would not, in the aggregate, reasonably be expected to materially adversely affect Seller's ability to perform its obligations hereunder or to consummate the transactions contemplated hereby;

(b) conflict with, violate or breach, in each case in any material respect, any provision of any law applicable to Seller; or

(c) require any consent or approval of any Governmental Authority under any law applicable to Seller.

Section 4.4 Legal Proceedings. To the knowledge of Seller, there are no actions, suits or proceedings pending against Seller before any Governmental Authority which, individually or in the aggregate, could reasonably be expected to have a material adverse effect on Seller's ability to proceed with the transactions contemplated by this Purchase Agreement. To the knowledge of Seller, Seller is not subject to any outstanding judgments, rules, orders, writs, injunctions or decrees of any Governmental Authority which, individually or in the aggregate, could reasonably be expected to have a material adverse effect on Seller's ability to proceed with the transactions contemplated by this Purchase Agreement.

Section 4.5 Liens. To the knowledge of Seller, the Street Lighting Facilities are free and clear of all liens except Permitted Liens.

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ARTICLE V

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

Section 5.1 Organization. Buyer is a municipal corporation duly formed, validly existing and in good standing under the laws of the State of New York.

Section 5.2 Authority, Binding Obligation. Subject to obtaining the Buyer's Required Approvals: Buyer has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby; the execution and delivery of this Purchase Agreement and the performance by Buyer of its obligations hereunder have been duly and validly authorized by all necessary action; and this Purchase Agreement has been duly and validly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, moratorium or other similar laws relating to affecting the rights of creditors generally, or by general equitable principles (regardless of whether enforcement is considered in a proceeding at law or in equity).

Section 5.3 No Conflicts; Consents and Approvals. Subject to obtaining the Buyer's Required Approvals, the execution and delivery by Buyer of this Purchase Agreement do not, the performance by Seller of its obligations hereunder will not, and the consummation of the transactions contemplated hereby will not:

(a) conflict with or result in a violation or breach under the charter or other organizational documents of Buyer or under any material contract to which Buyer is a party, except for any such violations or defaults that would not, in the aggregate, reasonably be expected to materially adversely affect Buyer's ability to perform its obligations hereunder or to consummate the transactions contemplated hereby;

(b) conflict with, violate or breach, in each case in any material respect, any provision of any law applicable to Buyer; or

(c) require any consent or approval of any Governmental Authority under any law applicable to Buyer.

Section 5.4 Legal Proceedings. To the knowledge of Buyer, there are no actions, suits or proceedings pending against Buyer before any Governmental Authority which, individually or in the aggregate, could reasonably be expected to have a material adverse effect on Buyer's ability to proceed with the transactions contemplated by this Purchase Agreement. To the knowledge of Buyer, Buyer is not subject to any outstanding judgments, rules, orders, writs, injunctions or decrees of any Governmental Authority which, individually or in the aggregate,

could reasonably be expected to have a material adverse effect on Buyer's ability to proceed with the transactions contemplated by this Purchase Agreement.

Section 5.5 Availability of Funds. Buyer has sufficient funds available to it to enable Buyer to pay the Purchase Price to Seller.

ARTICLE VI

COVENANTS OF THE PARTIES

Section 6.1 Conduct of Business Relating to the Street Lighting Facilities. During the period from the date of this Purchase Agreement up to, but not including, the Closing Date (the "Interim Period"), Seller shall operate and maintain the Street Lighting Facilities in the ordinary course of its business consistent with its past practices.

Section 6.2 Survey of Street Lighting Facilities. During the Interim Period, Seller shall cause a survey of the Street Lighting Facilities ("Survey") to be performed in good faith to determine the number of Street Lighting Facilities. Prior to the commencement of the Survey, Seller shall notify Buyer of the dates the Survey will be conducted and Buyer shall be allowed to have a representative present when Seller conducts the Survey. Seller shall provide Buyer with written notice of the result of the Survey, which result shall be used in connection with determining the Purchase Price.

Section 6.3 Pursuit of Required Approvals. During the Interim Period:

(a) Seller will, in order to consummate the transactions contemplated hereby, (i) exercise Commercially Reasonable Efforts to obtain the Seller's Required Approvals as promptly as practicable, including making all required filings with, and giving all required notices to, each applicable Governmental Authority or other Person and (ii) cooperate in good faith with each applicable Governmental Authority and other Person and promptly provide such other information and communications to each such Governmental Authority or other Person as such Governmental Authority or other Person may reasonably request in connection therewith.

(b) Buyer will, in order to consummate the transactions contemplated hereby, (i) exercise Commercially Reasonable Efforts to obtain the Buyer's Required Approvals as promptly as practicable, including making all required filings with, and giving all required notices to, each applicable Governmental Authority or other Person and (ii) cooperate in good faith with each applicable Governmental Authority and other Person and promptly provide such other information and communications to each such Governmental Authority or other Person as such Governmental Authority or other Person may reasonably request in connection therewith.

(c) Seller, with respect to the Seller's Required Approvals, will provide prompt notification to Buyer, and Buyer, with respect to the Buyer's Required Approvals, will provide prompt notification to Seller, of any material communications with the applicable

Governmental Authority or other Person from whom the Seller's Required Approvals or Buyer's Required Approvals are sought and when any such approval is obtained, taken, made, given or denied, as applicable.

Section 6.4. Indemnification Against Third Party Claims And Losses.

(a) From and after the Closing, Seller shall retain liability for and shall defend, indemnify and hold harmless Buyer, its parents, subsidiaries, affiliates and its and their respective trustees, directors, officers, employees, attorneys, shareholders, contractors, subcontractors, agents, representatives, successors and assigns (collectively, the "Buyer Protected Parties") from and against any and all claims, counterclaims, causes of action, lawsuits, proceedings, judgments, losses, liabilities, damages, fines, penalties, interest, costs and expenses (including court costs, reasonable fees of attorneys, accountants and other experts and reasonable expenses of investigation, preparation, and litigation) for personal injuries (including death) or damages to property arising from or claimed to arise from the Street Lighting Facilities (collectively, "Third Party Losses/Claims") that third parties have suffered or sustained prior to the Closing or that third parties claim to have been suffered or sustained prior to the Closing, except to the extent that such Third Party Losses/Claims arise from the negligence or other acts or omissions of any one or more of the Buyer Protected Parties.

(b) From and after the Closing, Buyer shall have liability for and shall defend, indemnify and hold harmless Seller, its parents, subsidiaries, affiliates and its and their respective trustees, directors, officers, employees, attorneys, shareholders, contractors, subcontractors, agents, representatives, successors and assigns (collectively, the "Seller Protected Parties") from and against any and all Third Party Losses/Claims that third parties have suffered or sustained on or after the Closing or that third parties claim to have been suffered or sustained on or after the Closing, except to the extent that such Third Party Losses/Claims arise from the negligence or other acts or omissions of any one or more of the Seller Protected Parties on or after the Closing Date for which negligence or other acts or omissions a Seller's Tariff does not provide an applicable exclusion from or limitation of liability.

(c) The obligations set forth in this Section 6.4 shall survive the Closing.

Section 6.5 Procedure with Respect to Third Party Claims And Losses.

(a) If any Party becomes subject to a pending or threatened Third Party Claim/Loss and such Party (the "Claiming Party") believes it is entitled to indemnification pursuant to Section 6.4 hereof from the other Party (the "Responding Party") as a result, then the Claiming Party shall notify the Responding Party in writing of the basis for its claim for indemnification setting forth the nature of the claim in reasonable detail. The failure of the Claiming Party to so notify the Responding Party shall not relieve the Responding Party of any liability or obligations under Section 6.4 or this Section 6.5 except to the extent that the defense of such Third Party Claim/Loss is prejudiced by the failure to give such notice.

(b) If any Third Party Claim/Loss proceeding is brought by a third party against a Claiming Party and the Claiming Party gives notice to the Responding Party pursuant to this Section 6.5, the Responding Party shall be entitled to participate in such proceeding and, to the extent that it wishes, to assume the defense of such proceeding, if (i) the Responding Party provides written notice to the Claiming Party that the Responding Party intends to undertake such defense, (ii) the Responding Party conducts the defense of the Third Party Claim/Loss actively and diligently with counsel reasonably satisfactory to the Claiming Party and (iii) if the Responding Party is a party to the proceeding, the Responding Party has not determined in good faith that joint representation would be inappropriate because of a conflict in interest. The Claiming Party shall, in its sole discretion, have the right to employ separate counsel (who may be selected by the Claiming Party in its sole discretion) in any such action and to participate in the defense thereof, and the fees and expenses of such counsel shall be paid by such Claiming Party. The Claiming Party shall fully cooperate with the Responding Party and its counsel in the defense or compromise of such Third Party Claim/Loss. If the Responding Party assumes the defense of a Third Party Claim/Loss proceeding, no compromise or settlement of such Third Party Claim/Loss may be effected by the Responding Party without the Claiming Party's consent unless (A) there is no finding or admission of any violation of law or any violation of the rights of any Person and no effect on any other Third Party Claims/Loss that may be made against the Claiming Party and (B) the sole relief provided is monetary damages that are paid in full by the Responding Party.

(c) If (i) notice is given to the Responding Party of the commencement of any Third Party Claim/Loss proceeding and the Responding Party does not, within 30 days after the Claiming Party's notice is given, give notice to the Claiming Party of its election to assume the defense of such proceeding, (ii) any of the conditions set forth in clauses (i) through (iii) of Section 6.5(b) become unsatisfied or (iii) the Claiming Party determines in good faith that there is a reasonable probability that a legal proceeding may adversely affect it other than as a result of monetary damages for which it would be entitled to indemnification from the Responding Party under this Agreement, then the Claiming Party shall (upon notice to the Responding Party) have the right to undertake the defense, compromise or settlement of such Third Party Claim And Loss; provided that the Responding Party shall reimburse the Claiming Party for the costs of defending against such Third Party Claim/Loss (including reasonable attorneys' fees and expenses) and shall remain otherwise responsible for any liability with respect to amounts arising from or related to such Third Party Claim/Loss, in both cases to the extent it is determined that such Responding Party is liable to the Claiming Party under this Agreement with respect to such Third Party Claim/Loss. The Responding Party may elect to participate in such legal proceedings, negotiations or defense at any time at its own expense.

Section 6.6 Property Tax Reduction. Buyer shall exercise Commercially Reasonable Efforts to cause any and all assessed values and related special franchise tax assessments and real property tax assessments reasonably associated with the Street Lighting Facilities (the "Street Lighting Facilities Assessed Values/Taxes") to be reduced as of the Closing such that the assessed values and related special franchise tax assessments and real property tax assessments with respect to property that Seller retains after the Closing (including the Excluded Assets) does

not include, from and after the Closing, any Street Lighting Facilities Assessed Values/Taxes and Seller is not requested or required to pay any special franchise tax or real property tax associated with the Street Lighting Facilities Assessed Values/Taxes from and after the Closing. To the extent that Buyer does not cause the reductions contemplated by this Section to be effective as of the Closing, (i) Buyer shall continue to exercise Commercially Reasonable Efforts after the Closing to cause the reductions contemplated by this Section and (ii) if Seller pays any special franchise tax or real property tax associated with the Street Lighting Facilities Assessed Values/Taxes from and after the Closing, Buyer shall reimburse Seller for any and all such payments (including an incremental gross up amount to account for any taxes that Seller incurs or will incur as a result of such reimbursement) within ten days after Seller's demand for such reimbursement and Buyer shall otherwise defend, indemnify and hold Seller harmless from and against any such payments.

Section 6.7 Tax Matters.

(a) All transfer and sales taxes incurred in connection with this Purchase Agreement and the transactions contemplated hereby shall be borne by Buyer. Buyer shall prepare and file in a timely manner any and all tax returns or other documentation relating to such taxes; provided that, to the extent required by applicable law, Seller will join in the execution of any such tax returns or other documentation relating to any such taxes. Buyer shall provide to Seller copies of each tax return described in the proviso in the preceding sentence at least 30 days prior to the date such tax return is required to be filed.

(b) Buyer acknowledges that Seller will not comply with the provisions of any bulk sales or transfer laws of any jurisdiction in connection with the transactions contemplated by this Purchase Agreement. Buyer hereby waives compliance by Seller with the provisions of the bulk sales or transfer laws of all applicable jurisdictions.

Section 6.8 Risk of Loss. Seller shall bear the risk of loss of and damage to the Street Lighting Facilities during the period from the date of this Purchase Agreement up to but not including the Closing Date and Buyer shall bear the risk of loss of and damage to the Street Lighting Facilities from and after the Closing Date.

Section 6.9 Brokerage Fees and Commissions. Each Party covenants to the other that no broker, finder or other Person is entitled to any brokerage fees, commissions or finder's fees in connection with the transactions contemplated hereby by reason of any action taken by the Party making such covenant. Each Party (an indemnifying Party) will pay or otherwise discharge, and will indemnify, defend and hold the other Party harmless from and against, any and all claims against and liabilities of the other Party for any and all brokerage fees, commissions and finder's fees in connection with the transactions contemplated hereby by reason of any action taken or the breach of this covenant by the indemnifying Party.

Section 6.10 Expenses. Except to the extent expressly provided to the contrary in this Purchase Agreement, and whether or not the transactions contemplated herein are consummated, all costs and expenses incurred by a Party in connection with the negotiation, execution and

consummation of the transactions contemplated hereby, including the cost of filing for and prosecuting applications for the Seller Required Approvals and the Buyer Required Approvals, shall in all instances be borne by the Party incurring such costs and expenses.

Section 6.11 Further Assurances. Subject to the terms and conditions of this Purchase Agreement, at either Party's request and without further consideration, the other Party shall execute and deliver to such requesting Party such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as such requesting Party may reasonably request in order to consummate the transactions contemplated by this Agreement; provided that the other Party shall not be obligated to execute or deliver any instruments, provide any materials or information or take any actions that modify the rights, remedies, obligations or liabilities of such other Party pursuant to this Purchase Agreement or applicable law.

ARTICLE VII

BUYER'S CONDITIONS TO CLOSING

The obligation of Buyer to consummate the Closing is subject to the fulfillment of each of the following conditions (except to the extent waived in writing by Buyer in its sole discretion):

Section 7.1 Seller's Representations and Warranties. The representations and warranties made by Seller in this Purchase Agreement shall have been materially true and correct as of the date of this Purchase Agreement and shall be materially true and correct as of Closing; provided that Seller shall have no liability to Buyer for any such representation not being materially true and correct as of Closing due to occurrences, matters, events, facts or circumstances occurring after the date of this Purchase Agreement.

Section 7.2 Seller's Performance. Seller shall have performed and complied, in all material respects, with the agreements, covenants and obligations required by this Agreement to be performed or complied with by Seller at or before the Closing.

Section 7.3 Orders and Laws. There shall not be any temporary restraining order, preliminary or permanent injunction or other judgment or order issued by any Governmental Agency of competent jurisdiction or other law restraining, enjoining or otherwise prohibiting or making illegal the consummation of the transactions contemplated by this Purchase Agreement; provided that any judgment or order that restrains, enjoins or otherwise prohibits or makes illegal the consummation of the transactions contemplated hereby, or any such temporary restraining order, preliminary or permanent injunction or other judgment or order must not have resulted from any litigation or proceeding filed by Buyer or its affiliates.

Section 7.4 Buyer's Required Approvals. The Buyer's Required Approvals, in form and substance satisfactory to Buyer in its sole discretion, shall have been obtained and be in full

force and effect; provided that the absence of any appeals and applications for rehearing or reargument and the expiration of any appeal, rehearing or reargument period with respect to any of the foregoing shall not constitute a condition to Closing hereunder.

Section 7.5 Seller's Deliverables. Seller shall have delivered, or caused to have been delivered, to Buyer each of the following (collectively, the "Seller's Deliverables") at or before the Closing:

- (a) a counterpart of the Bill of Sale duly executed by Seller;
- (b) a counterpart of the Operating Agreement duly executed by Seller;
- (c) a counterpart of the Mutual Release And Settlement Agreement duly executed by Seller;
- (d) resolutions of the board of directors of Seller certified by the Secretary, Assistant Secretary or other officer of Seller authorizing the execution and delivery of this Purchase Agreement and the consummation of the transactions contemplated hereby; and
- (e) a certificate of the Secretary, Assistant Secretary or other officer of Seller as to the incumbency of the Person executing this Purchase Agreement on behalf of Seller and the genuineness of such Person's signature.

ARTICLE VIII

SELLER'S CONDITIONS TO CLOSING

The obligation of Seller to consummate the Closing is subject to the fulfillment of each of the following conditions (except to the extent waived in writing by Seller in its sole discretion):

Section 8.1 Buyer's Representations and Warranties. The representations and warranties made by Buyer in this Purchase Agreement shall have been materially true and correct as of the date of this Purchase Agreement and shall be materially true and correct as of Closing, provided that, except with respect to the representation and warranty in Section 5.5 Buyer shall have no liability to Seller for any such representation not being materially true and correct as of Closing due to occurrences, matters, events, facts or circumstances occurring after the date of this Purchase Agreement.

Section 8.2 Buyer's Performance. Buyer shall have performed and complied, in all material respects, with the agreements, covenants and obligations required by this Purchase Agreement to be performed or complied with by Buyer at or before the Closing.

Section 8.3 Orders and Laws. There shall not be any temporary restraining order, preliminary or permanent injunction or other judgment or order issued by any Governmental

Authority of competent jurisdiction or other law restraining, enjoining or otherwise prohibiting or making illegal the consummation of the transactions contemplated by this Purchase Agreement; provided that any such judgment or order restrains, enjoins or otherwise prohibits or makes illegal the consummation of the transactions contemplated hereby, or any such temporary restraining order, preliminary or permanent injunction or other judgment or order must not have resulted from any litigation or proceeding filed by Seller or its affiliates.

Section 8.4 Seller's Required Approvals. The Seller's Required Approvals, in form and substance satisfactory to Seller in its sole discretion, shall have been obtained and be in full force and effect; provided that the absence of any appeals or applications for reargument or rehearing and the expiration of any appeal, reargument or rehearing period with respect to any of the foregoing shall not constitute a condition to Closing hereunder.

Section 8.5 Buyer's Deliverables. Buyer shall have delivered, or caused to have been delivered, to Seller each of the following (collectively, the "Buyer's Deliverables") at or before the Closing:

- (a) A wire transfer of immediately available funds (to such account or accounts as Seller shall have given notice to Buyer not less than five Business Days prior to the Closing Date) in an amount equal to the Purchase Price;
- (b) A counterpart of the Bill of Sale duly executed by Buyer;
- (c) A counterpart of the Operating Agreement duly executed by Buyer;
- (d) A counterpart of the Mutual Release And Settlement Agreement duly executed by Buyer;
- (e) Resolutions of the board of trustees of Buyer certified by the Secretary, or other officer of Buyer authorizing the execution and delivery of this Purchase Agreement and the consummation of the transactions contemplated hereby; and
- (f) A certificate of the Secretary, or other officer of Buyer as to the incumbency of the Person executing this Purchase Agreement on behalf of Buyer and the genuineness of such Person's signature.

ARTICLE IX

TERMINATION

Section 9.1 Termination Prior To Closing.

- (a) This Purchase Agreement may be terminated at any time prior to the Closing by mutual written consent of Seller and Buyer.

(b) This Purchase Agreement may be terminated at any time prior to the Closing by either Party upon written notice to the other Party if (i) any Governmental Authority of competent jurisdiction shall have issued an order, judgment or decree permanently restraining, enjoining or otherwise prohibiting the Closing, and such order, judgment or decree shall have become final and non-appealable or (ii) any statute, rule, order or regulation shall have been enacted or issued by any Governmental Authority (excluding the Buyer, if acting or attempting to act as a Governmental Authority) which, directly or indirectly, prohibits the consummation of the Closing; or (iii) the Closing contemplated hereby shall not have occurred on or before the first annual anniversary of the date of this Purchase Agreement (the "Outside Date"); provided that the right to terminate this Purchase Agreement under this Section 9.1(b)(iii) shall not be available to any Party whose failure to fulfill any obligation under this Purchase Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date.

(c) This Purchase Agreement may be terminated at any time prior to the Closing by Buyer upon written notice to Seller if any Buyer's Required Approvals shall have been denied or shall have been granted but are not in form and substance satisfactory to Buyer in its sole discretion.

(d) This Purchase Agreement may be terminated at any time prior to the Closing by Seller upon written notice to Buyer if any Seller's Required Approvals shall have been denied or shall have been granted but are not in form and substance satisfactory to Buyer in its sole discretion.

(e) This Purchase Agreement may be terminated at any time prior to the Closing by either Party upon written notice to the other Party if the other Party (the "Breaching Party") has materially breached or violated a representation, warranty, covenant or agreement hereunder so as to cause the failure of a condition to Closing set forth in Article VII or Article VIII, as applicable, and such breach (other than a breach of Buyer's obligation to pay the Purchase Price in accordance with the terms of Article III, for which no cure period shall be allowed) has not been cured by the earlier of 30 days following written notice thereof or the Outside Date, provided that if such violation or breach is not capable of being cured within such 30 day period and such 30 day period shall have ended before the Outside Date, the Breaching Party shall have an additional period to cure that expires on the earlier of 30 days thereafter or the Outside Date.

Section 9.2 Remedies Upon Termination Prior To Closing.

(a) If this Agreement is validly terminated prior to the Closing by a Party pursuant to Section 9.1(a),(b),(c) or (d) hereof, neither Party shall have any liability to the other Party arising from this Agreement.

(b) If this Agreement is validly terminated prior to the Closing by a Party pursuant to Section 9.1(e) hereof, such Party may pursue any remedies against the Breaching Party available under this Purchase Agreement or applicable law, subject to provisos in Sections 7.1 and 8.1 and subject to the limitation of liability set forth in Section 10.1(c) hereof.

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ARTICLE X

LIMITATIONS OF LIABILITY AND WAIVERS

Section 10.1 Limitation of Liability. Notwithstanding anything in this Purchase Agreement to the contrary, except in the case of a claim based on fraud or willful misconduct which shall not be subject to the following limitations:

(a) The representations and warranties in this Agreement shall survive for a period of six months following the Closing Date and any claim by a Party that the other has breached or violated a representation or warranty must be made in writing and received by the Party against which the claim is made no later than the expiration of this survival period; provided that if written notice of such a claim has been given prior to the expiration of the survival period, then the claim may be prosecuted to resolution notwithstanding the expiration of the survival period;

(b) If a Party's breach or violation of a representation or warranty in this Purchase Agreement is not used by the other Party to validly terminate this Purchase Agreement prior to the Closing pursuant to Section 9.1(e), then the breaching Party's aggregate liability to the other Party for any and all breaches or violations of representations and warranties in this Purchase Agreement shall not exceed 10% of the Purchase Price; and

(c) The aggregate liability of a Party to the other Party in the event that the other Party validly terminates this Purchase Agreement prior to the Closing pursuant to Section 9.1(e) shall not exceed 100% of the Purchase Price.

Section 10.2 Waiver of Other Representations and Warranties. THE STREET LIGHTING FACILITIES ARE BEING SOLD AND TRANSFERRED "AS-IS, WHERE-IS" CONDITION AND SUBJECT TO ALL FAULTS OF WHATEVER NATURE, AND, EXCEPT FOR THE REPRESENTATIONS OF SELLER EXPRESSLY SET FORTH IN ARTICLE IV OF THIS PURCHASE AGREEMENT, SELLER HAS NOT MADE AND IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, CONCERNING THE STREET LIGHTING FACILITIES OR WITH RESPECT TO THIS PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, IN PARTICULAR WITH RESPECT TO THE STREET LIGHTING FACILITIES, THEIR DESIGN, MANUFACTURE, CONSTRUCTION, FABRICATION, CONDITION OR PERFORMANCE, INCLUDING, IN PARTICULAR, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR COMPLIANCE WITH ANY LAWS OR STANDARDS, INCLUDING THE NATIONAL ELECTRIC SAFETY CODE, THE NATIONAL ELECTRIC CODE, THE ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA, THE OCCUPATIONAL SAFETY AND HEALTH ACT AND ANY RULES OR REGULATIONS THEREUNDER, WHETHER OR NOT SELLER KNOWS OR HAS REASON TO KNOW OF ANY SUCH PURPOSE OR VIOLATION AND WHETHER ALLEGED TO ARISE BY OPERATION OF LAW OR BY ANY APPLICABLE CUSTOM OR USAGE IN THE TRADE

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OR INDUSTRY OR BY A COURSE OF DEALING BETWEEN THE PARTIES, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED BY SELLER.

Section 10.3 Waivers of Certain Remedies. EXCEPT FOR A PARTY'S LIABILITY TO THE OTHER PARTY PURSUANT TO SECTION 6.4 HEREOF, NOTWITHSTANDING ANYTHING IN THIS PURCHASE AGREEMENT TO THE CONTRARY, NO PARTY SHALL BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INDIRECT DAMAGES OR LOST PROFITS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING FROM THIS PURCHASE AGREEMENT OR THE BREACH OR VIOLATION THEREOF.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Notices.

(a) Unless this Purchase Agreement specifically requires otherwise, any notice, demand or request ("Notice") provided for in this Purchase Agreement, or served, given or made in connection with it, shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by fax or sent by registered or certified mail, postage prepaid, or by a nationally recognized overnight courier service that provides a receipt of delivery, in each case, to the Parties at the addresses specified below:

If to Buyer, to:

Town of Orangetown, New York
Town Hall
26 Orangeburg Road
Orangeburg, New York 10962
Fax No.
Attention: Town Supervisor

with a copy to:

John S. Edwards, Esq.
Town Attorney
Town of Orangetown, New York
Town Hall
26 Orangeburg Road
Orangeburg, New York 10962

If to Seller, to:

Orange and Rockland Utilities, Inc.
390 West Route 59
Spring Valley, New York 10977
Fax No. 845-577-3074
Attention: Vice President - Operations

with a copy to:

Consolidated Edison Company of New York, Inc.
Law Department
4 Irving Place, Room 1810-S
New York, New York 10003
Fax No. 212-677-5850
Attention: Deputy General Counsel

(b) Notice given by personal delivery, mail or overnight courier pursuant to Section 11.1(a) shall be effective upon the intended recipient's physical receipt of, or refusal to receive such Notice. Notice given by fax pursuant to Section 11.1(a) shall be effective as of the date of delivery is confirmed by electronic transmission confirmation if delivered before 5:00 P.M. Eastern Time on any Business Day or the next succeeding Business Day if delivery is after 5:00 P.M. Eastern Time on any Business Day or during any non-Business Day.

Section 11.2 Entire Agreement. This Purchase Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof and contains the sole and entire agreement between the Parties with respect to such subject matter.

Section 11.3 Waiver. Any term or condition of this Purchase Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Purchase Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Purchase Agreement on any future occasion.

Section 11.4 Amendment. This Purchase Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each Party.

Section 11.5 No Third Party Beneficiaries. Except for the provisions of Section 6.4 (which are intended to be for the benefit of the Persons identified therein), the terms and provisions of this Purchase Agreement are intended solely for the benefit of the Parties and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person.

Section 11.6 Assignment; Binding Effect. Neither this Purchase Agreement nor any right, interest or obligation hereunder may be assigned by any Party without the prior written consent of the other Party. Subject to this Section 11.6, this Purchase Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and permitted assigns.

Section 11.7 Headings. The headings used in this Purchase Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

Section 11.8 Invalid Provisions. If any provision of this Purchase Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any Party under this Purchase Agreement will not be materially and adversely affected thereby, such provision will be fully severable, this Purchase Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, the remaining provisions of this Purchase Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from and in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Purchase Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

Section 11.9 Counterparts; Fax. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any fax or electronically transmitted copies hereof or signature hereon shall, for all purposes, be deemed originals.

Section 11.10 Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) This Purchase Agreement shall be governed by and construed in accordance with the Law of the State of New York, without giving effect to any conflict or choice of law provision that would result in the application of another state's Law.

(b) Each of the Parties hereby submits to the exclusive jurisdiction of the State courts located in New City (Rockland County) in the State of New York and the Federal courts located in the City of White Plains in the State of New York with respect to any action or proceeding relating to this Agreement and the transactions contemplated hereby.

EACH OF THE PARTIES IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR PROCEEDING RELATING TO THIS PPURCHASE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Purchase Agreement as of the date first written above.

ORANGE AND ROCKLAND
UTILITIES, INC.

By _____
Francis W. Peverly
Vice President - Operations

TOWN OF ORANGETOWN, NEW YORK

By _____
Andrew Stewart
Town Supervisor

Exhibit A

Form of Quit Claim Bill of Sale

Exhibit B

Form of Mutual Release and Settlement Agreement

Exhibit C

Form of Operating Agreement

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MUTUAL GENERAL RELEASE AND SETTLEMENT AGREEMENT

This **MUTUAL GENERAL RELEASE AND SETTLEMENT AGREEMENT** ("Agreement"), dated as of _____, 20____, is by and between ORANGE AND ROCKLAND UTILITIES, INC., a corporation with a principal place of business located at One Blue Hill Plaza, Pearl River, New York 10965 ("Company") and the TOWN OF ORANGETOWN, a municipal corporation, with a principal place of business located at 237 26 Orangeburg Road, Orangeburg, New York 10962 ("Town"). The Company and the Town are each sometimes referred to individually as a "Party," and collectively as the "Parties."

WHEREAS, the Company and the Town entered into a certain Agreement for Purchase and Sale of Street Lighting Facilities, dated as of _____, 201_ ("Purchase Agreement"). All capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the Purchase Agreement; and

WHEREAS, the Company sold to the Town, and the Town purchased from the Company, the Street Lighting Facilities pursuant to the Purchase Agreement; and

WHEREAS, the execution of this Agreement represents additional consideration for the sale and purchase of the Street Lighting Facilities and was a condition precedent to said Closing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and such other good and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged under seal, the Parties hereto agree as follows:

1. Each Party, for itself and each of its respective directors, officers, members, managers, partners, shareholders, employees, representatives, agents, attorneys, parents, subsidiaries, divisions and affiliated entities past and present, and its and their predecessors, successors, assigns, heirs, executors, and administrators, does hereby release and forever discharge the other Party and each of its respective directors, officers, members, managers, partners, shareholders, employees, representatives, agents, attorneys, parents, subsidiaries, divisions and affiliated entities past and present, and its and their predecessors, successors, assigns, heirs, executors, and administrators and all persons acting by, through, under or in concert with any of them, from any and all actions, causes of action, damages, suits, demands, controversies, claims, debts, liabilities, obligations, promises, agreements, costs, expenses, fees (including reasonable attorneys' fees), whether in contract, tort (including fraud or misrepresentation), law or equity, whether known or unknown, and which concern any and all claims arising from or related to the Street Lighting Facilities and invoicing for street lighting services provided by the Company to the Town prior to the Effective Date (hereinafter the "Street Light Claims"). This Agreement further represents a final resolution of all potential billing disputes which relate to Street Light Claims from which no appeal can be taken to the State of New York Public Service Commission, and no judicial relief can be sought by either Party.

2. The Parties hereto acknowledge and agree that this Agreement shall not extinguish (i) Street Light Claims which may arise after the Effective Date of this Agreement, (ii) any other actions, causes of action, damages, suits, demands, controversies, claims, debts, liabilities, obligations, promises, agreements, costs, expenses, fees (including reasonable attorneys' fees), whether in contract, tort (including fraud or misrepresentation), law or equity, whether known or unknown, which are not Street Light Claims and which may exist between the Parties now or after the Effective Date, or (iii) claims relating to an alleged breach of this Agreement.
3. The Company agrees that it will not pursue collection of Street Light Claims which may have been under billed prior to the Effective Date.
4. The Town agrees that it will not pursue refunds of Street Light Claims which may have been over billed prior to the Effective Date.
5. Subject to the provisions of all applicable laws, rules and regulations concerning or relating to public access to records maintained by public entities, the Parties agree that the terms and conditions of this Agreement will be kept confidential, and will not be disclosed except as necessary to comply with applicable laws, rules and regulations.
6. Neither this Agreement, nor anything contained herein, nor any action taken by the Parties in performance of their obligations hereunder, shall be construed as evidence of the validity of any Street Light Claims asserted by any Party, nor an admission of the same by any Party.
7. The Parties hereto represent that the individuals executing this Agreement have been fully authorized by their respective governing bodies and/or companies to enter into this Agreement with full and binding effect upon their governing bodies and/or companies.
8. Nothing contained in this Agreement constitutes an admission of liability by either Party hereto.
9. This Agreement cannot be changed or modified, unless in writing, signed by the Town and the Company. The Parties agree that there are no understandings, agreements, or representations, expressed or implied, other than those expressed herein. This Agreement supersedes and merges all prior discussions and understandings, and constitutes the entire agreement between the Parties related to the subject matter hereof.

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10. In the event that any provision of this Agreement is held to be unenforceable or invalid by any court or regulatory authority of competent jurisdiction, the validity and therefore the ability to enforce the remaining provisions shall not be affected so long as the Parties renegotiate the invalid provision(s) in order to accomplish the goal and intent of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ORANGE AND ROCKLAND UTILITIES, INC.

By _____
(signature)

Name _____
(printed)

Title _____

TOWN OF ORANGETOWN, NEW YORK

By _____
(signature)

Name _____
(printed)

Title _____

OPERATING AGREEMENT

THIS AGREEMENT (this "Operating Agreement"), dated as of the [■] day of [■], 201_, by and between ORANGE AND ROCKLAND UTILITIES, INC., a New York corporation with offices at One Blue Hill Plaza, Pearl River, New York 10965 (the "Company"), and the TOWN OF ORANGETOWN, NEW YORK, a municipal corporation with offices located at 26 Orangeburg Road, Orangeburg, New York 10962 (the "Town"). The Company and the Town are sometimes herein referred to individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H

WHEREAS, the Company and the Town entered into that certain Agreement for Purchase and Sale of Street Lighting Facilities dated as of [■] [■], 201_, pursuant to which, as of the date of this Operating Agreement, the Company sold to the Town the Street Lighting Facilities; and

WHEREAS, the Parties wish to define their rights and obligations with respect to the operation, maintenance, repair, replacement, and inspection of, and other matters pertaining to, the Street Lighting Facilities from and after the Closing of the Company's sale to the Town of the Street Lighting Facilities pursuant to the Purchase Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and such other good and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. As used in this Operating Agreement, capitalized terms shall have the meanings ascribed to them in the Purchase Agreement unless otherwise defined in this Operating Agreement and the following terms shall have the following meanings:

"Breaching Party" has the meaning set forth in Section 8.2(b).

"Company" has the meaning set forth in the preamble to this Operating Agreement.

"Company Protected Parties" has the meaning set forth in Section 4.8.

"Company Tariff" shall mean and include any and all tariffs on file by the Company with the PSC (including, but not limited to, P.S.C. No. 3 ELECTRICITY), as the same shall be formally issued, supplemented, amended, superseded, and/or interpreted from time to time, now or in the future.

"Disconnection Services" means the services provided by the Company in order to de-energize Street Lighting Facilities or New Street Lighting Facilities so that Qualified Workers can perform Work on such Street Lighting Facilities or New Street Lighting Facilities, as set forth in Section 4.6.

"In-Line Fused Disconnects" means the waterproof safety devices that allow for the de-energization of the Street Lighting Facilities or New Street Lighting Facilities, the details of which are illustrated in Exhibit A hereto, and as set forth in Section 4.4.

"In-Line Fused Disconnects Deadline" has the meaning set forth in Section 4.4.

"Label" means a label attached to the head of each of the Street Lighting Facilities that (i) clearly states that the same is owned by the Town and (ii) does not obscure or otherwise make it more difficult to visually observe from the ground any other information (including wattage) on the head of the Street Lighting Facility. All Labels shall comply with the nomenclature requirements as to type and size, as promulgated by the National Electrical Manufacturers Association.

"Label Deadline" has the meaning set forth in Section 4.5.

"New Street Lighting Facilities" means the street lighting facilities owned by the Town and installed to any poles located within the geographical boundaries of the Town after the Closing of the Company's sale to the Town of the Street Lighting Facilities pursuant to the Purchase Agreement.

"Operating Agreement" means this Operating Agreement, together with the Exhibits and Schedules attached hereto, as the same may be amended from time to time.

"Party" has the meaning set forth in the preamble to this Operating Agreement.

"Parties" has the meaning set forth in the preamble to this Operating Agreement.

"PSC" means the State of New York Public Service Commission.

"Portal" has the meaning set forth in Section 4.1.

"Purchase Agreement" means the Agreement for Purchase and Sale of Street Lighting Facilities, dated as of [■] [■], 201_, between the Company and the Town, together with the Exhibits and Schedules thereto, as the same may be amended from time to time.

"Qualified Workers" has the meaning set forth in Section 4.2.

"Reconnection Services" means the services provided by the Company in order to re-energize Street Lighting Facilities or New Street Lighting Facilities after Qualified Workers have performed Work on such Street Lighting Facilities or New Street Lighting Facilities, as set forth in Section 4.6.

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"Third Party Losses/Claims" has the meaning set forth in Section 4.8.

"Town" has the meaning set forth in the preamble to this Operating Agreement.

"Verizon" means Verizon Communications, Inc. or its successor(s).

"Verizon Approval" means the written consent of Verizon, successor to the New York Telephone Company, pursuant to the Agreement between Orange and Rockland Utilities, Inc. and the New York Telephone Company Covering The Joint Use of Poles dated as of September 1, 1974 and the Administrative and Operating Practices Associated with the Joint Use Pole Agreement between Orange and Rockland Utilities, Inc. and the New York Telephone Company effective September 1, 1974, for the attachment of any and all Street Lighting Facilities and New Street Lighting Facilities either to poles jointly owned by the Company and Verizon or to poles solely owned by Verizon, in each case located within the geographical boundaries of the Town.

"Work" has the meaning set forth in Section 4.1.

Section 1.2 Certain Interpretive Matters. In this Operating Agreement, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa. The term "includes" or "including" shall mean "includes without limitation" or, as applicable, "including without limitation." References in this Operating Agreement to an Article, Section or Exhibit shall mean an Article, Section or Exhibit of this Operating Agreement, and reference to a specified agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented, or restated from time to time.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

Section 2.1 Organization. Seller is a corporation duly formed, validly existing and in good standing under the laws of the State of New York.

Section 2.2 Authority, Binding Obligation. Subject to obtaining the Seller's Required Approvals: Seller has all requisite corporate power and authority to execute and deliver this Operating Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby; the execution and delivery of this Operating Agreement and the performance by Seller of its obligations hereunder have been duly and validly authorized by all necessary corporate action; and this Operating Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, moratorium or other similar laws relating to affecting the rights of creditors generally, or by general equitable principles (regardless of whether enforcement is considered in a proceeding at law or in equity).

Section 2.3 No Conflicts; Consents and Approvals. Subject to obtaining the Seller's Required Approvals, the execution and delivery by Seller of this Operating Agreement do not, the performance by Seller of its obligations hereunder will not, and the consummation of the transactions contemplated hereby will not:

(a) conflict with or result in a violation or breach under the certificate of incorporation or by-laws of Seller or under any material contract to which Seller is a party, except for any such violations or defaults that would not, in the aggregate, reasonably be expected to materially adversely affect Seller's ability to perform its obligations hereunder or to consummate the transactions contemplated hereby;

(b) conflict with, violate or breach, in each case in any material respect, any provision of any law applicable to Seller; or

(c) require any consent or approval of any Governmental Authority under any law applicable to Seller.

Section 2.4 Legal Proceedings. To the knowledge of Seller, there are no actions, suits or proceedings pending against Seller before any Governmental Authority which, individually or in the aggregate, could reasonably be expected to have a material adverse effect on Seller's ability to proceed with the transactions contemplated by this Operating Agreement. To the knowledge of Seller, Seller is not subject to any outstanding judgments, rules, orders, writs, injunctions or decrees of any Governmental Authority which, individually or in the aggregate, could reasonably be expected to have a material adverse effect on Seller's ability to proceed with the transactions contemplated by this Operating Agreement.

Section 2.5 Liens. To the knowledge of Seller, the Street Lighting Facilities are free and clear of all liens except Permitted Liens.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

Section 3.1 Organization. Buyer is a municipal corporation duly formed, validly existing and in good standing under the laws of the State of New York.

Section 3.2 Authority, Binding Obligation. Subject to obtaining the Buyer's Required Approvals: Buyer has all requisite power and authority to execute and deliver this Operating Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby; the execution and delivery of this Operating Agreement and the performance by Buyer of its obligations hereunder have been duly and validly authorized by all necessary action; and this Operating Agreement has been duly and validly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, moratorium or other similar

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laws relating to affecting the rights of creditors generally, or by general equitable principles (regardless of whether enforcement is considered in a proceeding at law or in equity).

Section 3.3 No Conflicts; Consents and Approvals. Subject to obtaining the Buyer's Required Approvals, the execution and delivery by Buyer of this Operating Agreement do not, the performance by Seller of its obligations hereunder will not, and the consummation of the transactions contemplated hereby will not:

(a) conflict with or result in a violation or breach under the charter or other organizational documents of Buyer or under any material contract to which Buyer is a party, except for any such violations or defaults that would not, in the aggregate, reasonably be expected to materially adversely affect Buyer's ability to perform its obligations hereunder or to consummate the transactions contemplated hereby;

(b) conflict with, violate or breach, in each case in any material respect, any provision of any law applicable to Buyer; or

(c) require any consent or approval of any Governmental Authority under any law applicable to Buyer.

Section 3.4 Legal Proceedings. To the knowledge of Buyer, there are no actions, suits or proceedings pending against Buyer before any Governmental Authority which, individually or in the aggregate, could reasonably be expected to have a material adverse effect on Buyer's ability to proceed with the transactions contemplated by this Operating Agreement. To the knowledge of Buyer, Buyer is not subject to any outstanding judgments, rules, orders, writs, injunctions or decrees of any Governmental Authority which, individually or in the aggregate, could reasonably be expected to have a material adverse effect on Buyer's ability to proceed with the transactions contemplated by this Operating Agreement.

ARTICLE IV

WORK ON STREET LIGHTING FACILITIES AND NEW STREET LIGHTING FACILITIES

Section 4.1 Responsibility for Work and Recording. From and after the Closing, the Town shall have sole responsibility for the installation, operation, maintenance, repair, replacement, removal, modification and inspection of the Street Lighting Facilities (including installation of In-Line Fused Disconnects as required by Section 4.4 and affixing Labels as required by Section 4.5) and any New Street Lighting Facilities (collectively, the "Work"). Each item of Work for which a record may be made in the internet Municipal Street Light Portal (the "Portal") that is to be provided by the Company pursuant to the agreement, dated as of March 31, 2014, between the Town and the Company shall be recorded by the Town in the Portal, and approved by the Company prior to the performance of the activity. For Work associated with emergency repairs (e.g., storm related, auto accidents) the Town and the Company will coordinate the recording of such Work in the Portal in a timely fashion after such repairs are

made. The Town shall permit the Company or its designated representatives to review, copy and audit any and all records of the Town with respect to the Work during regular business hours and upon reasonable notice.

Section 4.2 Qualified Personnel. The Town shall cause the Work to be performed only by qualified employees, contractors and/or subcontractors of the Town (collectively, "Qualified Workers"). The Town shall cause all Qualified Workers to be trained, qualified and in full compliance with the United States Occupational Safety and Health Administration, National Fire Protection Association, National Electric Code, American National Standards Institute, the rules and regulations thereunder and any all other applicable laws, rules, regulations and requirements which pertain to the Work.

Section 4.3 Performance Standard for Work; Compliance with Laws. The Town shall cause the Work to be performed in a good workmanlike manner, in accordance with the best accepted practices in the industry, in compliance with this Operating Agreement and all applicable federal, state, and local laws, executive orders, regulations, ordinances, rules, and safety codes, and only after all permits, approvals, licenses, easements or other permissions required to perform the Work have been obtained from each required Person.

Section 4.4 Obligation to Install In-Line Fused Disconnects. The Town shall cause In-Line Fused Disconnects to be installed and fully functional with respect to each of the Street Lighting Facilities no later than the date (the "In-Line Fused Disconnects Deadline") that is 24 months after the date of this Operating Agreement; provided that if the Town does not cause this Work to be performed by the In-Line Fused Disconnects Deadline, the Company may, but shall not be obligated to, (i) cause this Work to be performed and the Town shall reimburse the Company for all cost and expenses incurred by the Company in doing so, or (ii) disconnect electric service to the Street Lighting Facility. The Town shall cause In-Line Fused Disconnects to be installed and fully functional with respect to each of the New Street Lighting Facilities at the time of the installation of such New Street Lighting Facilities.

Section 4.5 Obligation to Affix Labels. The Town shall cause Labels to be permanently affixed to each of the Street Lighting Facilities no later than the date (the "Label Deadline") that is 24 months after the date of this Operating Agreement; provided that if the Town does not cause this Work to be performed by the Label Deadline, the Company may, but shall not be obligated to, cause this Work to be performed and the Town shall reimburse the Company for all cost and expenses incurred by the Company in doing so. The Town shall cause Labels to be permanently affixed to each of the New Street Lighting Facilities at the time of the installation of such New Street Lighting Facilities.

Section 4.6 Required Disconnection/Reconnection Services From the Company. The Town shall request the Company to perform, and shall cause all Qualified Workers to refrain from performing any Work until the Company has performed, Disconnection Services on any Street Lighting Facilities or New Street Lighting Facilities that do not have fully functional In-Line Fused Disconnects. After completing the Work, the Town shall request, and the Company shall perform, Reconnection Services on such Street Lighting Facilities or New Street Lighting Facilities. The Town shall promptly pay the Company for all Disconnection Services and

associated Reconnection Services pursuant to the applicable Company Tariff. With respect to any Street Lighting Facilities or New Street Lighting Facilities that have fully functional In-Line Fused Disconnects, the Town shall cause the Qualified Workers to operate the In-Line Fused Disconnects so as to de-energize to Street Lighting Facilities or New Street Lighting Facilities that will be subject of Work before the Work is performed.

Section 4.7 Stray Voltage. Should the Company at any time notify the Town that, as a result of stray voltage testing by the Company or otherwise, the Company has determined that a stray voltage condition is being caused or contributed to by any Street Lighting Facilities or New Street Lighting Facilities, the Town shall cause all Work to be performed expeditiously (and within any time frame required by the Stray Voltage Orders) to reduce the stray voltage to within the allowable stray voltage range specified in the Stray Voltage Orders; provided that if the Town does not cause such Work to be performed with such time frame, the Company may, but shall not be obligated to, (i) cause the Work to be performed and the Town shall reimburse the Company for all cost and expenses incurred by the Company in doing so, or (ii) disconnect electric service to the Street Lighting Facility or New Street Lighting Facility that is causing or contributing to the stray voltage condition.

Section 4.8 Indemnification - Third Party Losses/Claims. The Town shall defend, indemnify and hold harmless the Company, its parents, subsidiaries, affiliates and its and their respective trustees, directors, officers, employees, attorneys, shareholders, contractors, subcontractors, agents, representatives, successors and assigns (collectively, the "Company Protected Parties") from and against any and all claims, counterclaims, causes of action, lawsuits, proceedings, judgments, losses, liabilities, damages, fines, penalties, interest, costs and expenses (including court costs, reasonable fees of attorneys, accountants and other experts and reasonable expenses of investigation, preparation, and litigation) for personal injuries (including death) or damages to property arising from or claimed to arise from the Street Lighting Facilities, the New Street Lighting Facilities or the Work (collectively, "Third Party Losses/Claims") that third parties suffer or sustain or claim to suffer or sustain, except to the extent that such Third Party Losses/Claims arise from the negligence or other acts or omissions of any one or more of the Company Protected Parties for which negligence or other acts or omissions a Company Tariff does not provide an applicable exclusion from or limitation of liability.

Section 4.9 Indemnification – Damage to Utility Poles/Other Attachments. The Town shall indemnify and hold harmless the Company from and against any damage to utility poles or other property of the Company arising from the Street Lighting Facilities, the New Street Lighting Facilities or the Work, except to the extent that such Third Party Losses/Claims arise from the negligence or other acts or omissions of any one or more of the Company Protected Parties for which negligence or other acts or omissions a Company Tariff does not provide an applicable exclusion from or limitation of liability.

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ARTICLE V

ATTACHMENT AND ACCESS

Section 5.1 Attaching to Utility Poles. Upon the Town obtaining the Verizon Approval and performing any and all conditions of such approval, the Town shall be permitted to continue to attach Street Lighting Facilities and newly attach New Street Lighting Facilities to utility poles jointly owned by the Company and Verizon and utility poles solely owned by Verizon, in each case located within the geographical boundaries of the Town, subject to obtaining any and all permits, approvals, licenses, easements or other permissions for such attachments that may be required from any Person other than the Company. The Town shall be permitted to continue to attach Street Lighting Facilities and newly attach New Street Lighting Facilities to utility poles solely owned by the Company that are located within the geographical boundaries of the Town, subject to obtaining any and all permits, approvals, licenses, easements or other permissions for such attachments that may be required from any Person other than the Company. Except for Street Lighting Facilities and New Street Lighting Facilities, this Operating Agreement does not authorize the Town to attach any other facilities or equipment to utility poles solely owned by the Company or jointly owned by the Company and Verizon.

Section 5.2 Access to Street Lighting Facilities and New Street Lighting Facilities. The Town shall not interfere with or restrict any and all access by the Company for any purpose to the utility poles to which any Street Lighting Facilities or New Street Lighting Facilities are attached, the Street Lighting Facilities and New Street Lighting Facilities themselves, or any other attachments on or about such utilities poles.

ARTICLE VI

ELECTRIC SERVICE

Section 6.1 Service Pursuant to Company Tariff. Electric service for the Street Lighting Facilities and New Street Lighting Facilities shall be pursuant to the applicable Company's Tariff and the Town shall make application therefore as required; provided that nothing in this Operating Agreement shall prevent the Town from purchasing its energy supply for any and all Street Lighting Facilities or New Street Lighting Facilities from an energy service company.

ARTICLE VII

INSURANCE

Section 7.1 Insurance Requirements. During the term of this Operating Agreement and thereafter as provided below, the Town shall obtain and maintain the following insurance policies:

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(a) 1. **Workers Compensation Insurance** as required by law.

2. **Employers Liability Insurance**, including accidents (with a limit of not less than \$1,000,000 per accident) and occupation diseases (with a limit of not less than \$1,000,000 per employee).

3. **Commercial General Liability Insurance**, including Contractual Liability, with limits of not less than \$7,500,000 per occurrence for bodily injury or death and not less than \$5,000,000 per occurrence for property damage or a combined single limit of not less than \$7,500,000 per occurrence and, for at least three years after completion of performance hereunder, Products/Completed Operations Liability Insurance with similar but separate and independent limits. The required limits may be met with a combination of primary and excess liability policies. The insurance shall be in policy forms which contain an "occurrence" and not a "claims made" determinant of coverage. There shall be no policy deductibles without the Company's prior written approval. The insurance shall contain no exclusions for explosion, collapse of a building or structure, or underground hazards. The insurance policy or policies shall name the Company, its corporate parent, affiliates and subsidiaries as additional insureds with respect to liability associated with, or arising out of, all operations, work and services to be performed by or on behalf of the Town under or in connection with this Operating Agreement.

4. **Commercial Automobile Liability**, covering all owned, non-owned and hired automobiles used by the Town, its contractors and subcontractors, with a combined single limit of not less than \$1,000,000 per accident for bodily injury or death and property damage.

(b) All coverage of additional insureds required hereunder shall be primary coverage and non-contributory as to the additional insureds. All insurance required hereunder shall contain a waiver of subrogation in favor of the additional insureds.

(c) At least three days prior to commencing operations, work and services under this Operating Agreement, the Town shall furnish the Company with copies of the insurance policies specified in paragraph (a) of this Article and certificate(s) of insurance covering all required insurance and signed by the insurer or its authorized representative certifying that the required insurance has been obtained. Such certificates shall state that the policies have been issued and are effective, show their expiration dates, and state that the Company is an additional insured with respect to all coverages enumerated in this Article. The Company shall have the right, upon request, to require the Town to furnish the Company, with a copy of the insurance policy or policies required under paragraph (a) of this Article. All such certificates and policies shall be sent to:

Consolidated Edison Company of New York, Inc.
4 Irving Place, 17th Floor
New York, N.Y. 10003

Attention: Supply Chain Department
Supplier Management Group (SMG)

Such certificates, and any renewals or extensions thereof, shall provide that at least 30 days prior written notice shall be given to the Company in the event of any cancellation or diminution of coverage and shall outline the amount of deductibles or self-insured retentions which shall be for the account of the Town.

(d) To the fullest extent allowed by law, the Town agrees that this is an insured contract and that the insurance required herein is intended to cover the Company, its corporate parent, affiliates and subsidiaries for their own liability for negligence or any other cause of action in any claim or lawsuit for bodily injury or property damage arising out of the operations, work and services performed under this Agreement.

(e) For purposes of interpretation or determination of coverage of any policy of insurance or endorsement thereto, the Town shall be deemed to have assumed tort liability for any injury to any employee of the Town or the Company arising out of the performance of the operations, work and services performed under this Agreement, including injury caused by the partial or sole negligence of the Company and notwithstanding any statutory prohibition or limitation of the Town's contractual obligations hereunder.

(f) In the event of any bodily injury, death, property damage, or other accident or harm arising out of, relating to, or in any way connected with, the operations, work and services performed under this Operating Agreement, the Town, in accordance with the provisions of the Commercial General Liability Insurance policies, shall promptly and in writing notify the insurer(s) issuing such policies, regardless of the employment status of the person who sustains or on whose behalf the injury, death, damage, accident or harm is alleged. Such notice shall inform such insurer(s) that the notice is being provided on behalf of the Company, its corporate parent, affiliates and subsidiaries and that it is intended to invoke the coverage of the policies to protect the interests and preserve the rights of the Town, the Company, and the Company's corporate parent, affiliates and subsidiaries under the policies in the event that any claim, allegation, suit, or action is made against the Town, the Company, and the Company's corporate parent, affiliates and subsidiaries.

(g) In the event the Town uses contractors and subcontractors in connection with this Operating Agreement, the Town shall require all contractor and subcontractors to provide the same insurance coverage as required in this Article. Each contractor and/or subcontractor shall name the Company, its corporate parent, affiliates and subsidiaries as additional insureds under its Commercial General Liability insurance. The Town shall require each contractor and subcontractor to submit acceptable certificates of insurance to the Company prior to the contractor's and/or subcontractor's commencement of its operations, work and/or services. The Town shall, and shall cause any contractor and subcontractor to, furnish the Company with written notice at least 30 days prior to the effective date of cancellation of the insurance or of any changes in policy limits or scope of coverage.

(h) If any insurance coverage is not secured, maintained or is cancelled before termination of this Operating Agreement, and the Town fails immediately to procure other insurance as specified, the Company may, but shall not be obligated to, procure such insurance and the Town shall reimburse the Company for all costs and expenses thereof.

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(i) The Town shall furnish the Company's Risk Management Department with copies of any accident or incident report(s) sent to the Town's insurance carriers covering accidents, incidents or events occurring in connection with or as a result of the performance of all operations, work and services to be performed by or on behalf of the Town under or in connection with this Operating Agreement. In addition, if requested, the Town shall promptly provide copies of all insurance policies relevant to this accident or incident.

(j) Nothing contained in this Article is to be construed as limiting the extent of the Town's responsibility for payment of damages resulting from all operations, work and services to be performed by or on behalf of the Town under or in connection with this Operating Agreement, or limiting, diminishing, or waiving the Town's obligation to indemnify, defend, and save harmless the Company, its corporate parent and its' subsidiaries in accordance with this Operating Agreement.

ARTICLE VIII

TERM, TERMINATION, WAIVER OF CERTAIN REMEDIES

Section 8.1 Term. This Operating Agreement shall continue in full force and effect until terminated in accordance herewith.

Section 8.2 Termination.

(a) This Operating Agreement may be terminated at any time by mutual written consent of the Company and the Town.

(b) This Operating Agreement may be terminated at any time by either Party upon written notice to the other Party if the other Party (the "Breaching Party") has materially breached or violated a provision hereof and such breach has not been cured within 30 days following written notice thereof, provided that if such violation or breach is not capable of being cured within such 30 day period, the Breaching Party shall have an additional period to cure.

Section 8.3 Waiver of Certain Remedies. EXCEPT FOR THE TOWN'S LIABILITY TO THE COMPANY PURSUANT TO SECTION 4.8 HEREOF, NOTWITHSTANDING ANYTHING IN THIS OPERATING AGREEMENT TO THE CONTRARY, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INDIRECT DAMAGES OR LOST PROFITS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING FROM THIS OPERATING AGREEMENT OR THE BREACH OR VIOLATION THEREOF.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Notices. Unless this Operating Agreement specifically requires otherwise, any notice, demand or request ("Notice") provided for in this Operating Agreement, or served, given or made in connection with it, shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by fax or sent by registered or certified mail, postage prepaid, or by a nationally recognized overnight courier service that provides a receipt of delivery, in each case, to the Parties at the addresses specified below:

If to Buyer, to:

Town of Orangetown, New York
Town Hall
26 Orangeburg Road
Orangeburg, New York 10962
Fax No.
Attention: Town Supervisor

with a copy to:

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If to Seller, to:

Orange and Rockland Utilities, Inc.
390 West Route 59
Spring Valley, New York 10977
Fax No. 845-577-3074
Attention: Vice President – Operations

with a copy to:

Consolidated Edison Company of New York, Inc.
Law Department
4 Irving Place, Room 1815-S
New York, New York 10003
Fax No. 212-677-5850
Attention: John Carley/Assistant General Counsel – Regulatory Services

Notice given by personal delivery, mail or overnight courier pursuant to this Section 9.1 shall be effective upon the intended recipient's physical receipt of, or refusal to receive such Notice. Notice given by fax pursuant to this Section 9.1 shall be effective as of the date of delivery is confirmed by electronic transmission confirmation if delivered before 5:00 p.m. Eastern Time on any Business Day or the next succeeding Business Day if delivery is after 5:00 p.m. Eastern Time on any Business Day or during any non-Business Day.

Section 9.2 Entire Agreement. This Operating Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof and contains the sole and entire agreement between the Parties with respect to such subject matter.

Section 9.3 Waiver. Any term or condition of this Operating Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Operating Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Operating Agreement on any future occasion.

Section 9.4 Amendment. This Operating Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each Party.

Section 9.5 No Third Party Beneficiaries. Except for the provisions of Section 4.8 (which are intended to be for the benefit of the Persons identified therein), the terms and provisions of this Operating Agreement are intended solely for the benefit of the Parties and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person.

Section 9.6 Assignment; Binding Effect. Neither this Operating Agreement nor any right, interest or obligation hereunder may be assigned by any Party without the prior written consent of the other Party. Subject to this Section 9.6, this Operating Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and permitted assigns.

Section 9.7 Headings. The headings used in this Operating Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

Section 9.8 Invalid Provisions. If any provision of this Operating Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any Party under this Operating Agreement will not be materially and adversely affected thereby, such provision will be fully severable, this Operating Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, the remaining provisions of this Operating Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Operating Agreement a legal, valid and enforceable

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provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

Section 9.9 Counterparts; Fax. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any fax or electronically transmitted copies hereof or signature hereon shall, for all purposes, be deemed originals.

Section 9.10 Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) This Operating Agreement shall be governed by and construed in accordance with the Law of the State of New York, without giving effect to any conflict or choice of law provision that would result in the application of another state's Law.

(b) Each of the Parties hereby submits to the exclusive jurisdiction of the State courts located in New City (Rockland County) in the State of New York and the Federal courts located in the City of White Plains in the State of New York with respect to any action or proceeding relating to this Operating Agreement and the transactions contemplated hereby.

EACH OF THE PARTIES IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR PROCEEDING RELATING TO THIS OPERATING AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Operating Agreement as of the date first written above.

ORANGE AND ROCKLAND
UTILITIES, INC.

By _____
Francis W. Peverly
Vice President - Operations

TOWN OF ORANGETOWN, NEW YORK

By _____
Andrew Stewart
Town Supervisor