

A Meeting of the Board of Trustees of the Village of Croton-on-Hudson, NY was held on Monday, December 7, 2009 at the Municipal Building, Van Wyck Street, Croton-on-Hudson, NY 10520.

The following officials were present:

Mayor Wiegman	Trustee Gallelli
Village Manager Zambrano	Trustee Olver
Village Attorney Feldman	Trustee Restuccia
Treasurer Bullock	Trustee Murtaugh

1. CALL TO ORDER:

Mayor Wiegman called the meeting to order at 8:00 p.m. Everyone joined in the Pledge of Allegiance.

2. APPROVAL OF VOUCHERS:

Trustee Gallelli made a motion to approve the vouchers as follows, subject to review by the Audit Committee. The motion was seconded by Trustee Restuccia; approved unanimously.

General Fund	\$ 121,587.47
Water Fund	5,881.11
Sewer Fund	9,536.73
Capital Account	245,757.35
Trust & Agency	<u>23,552.20</u>
Total	\$ 406,314.86

3. CORRESPONDENCE:

Village Manager Zambrano read the following correspondence (full text available at the Village Office):

- a) A letter from Elizabeth Faranda, resident, with words of appreciation and gratitude to Liz Thomas, Dir. of Senior Programs. Trustee Gallelli stated that the Senior Club now has over 170 members and meetings are well attended; they have not officially looked at the new Cortlandt facility.
- b) A letter from Barbara Evans, VP Development & Corporate Sponsorship, National Multiple Sclerosis Society, offering thanks for the support of the Tappan Zee Bike MS Ride.
- c) A letter from Lisa Fine, EagleFest Coordinator, Teatown Lake Reservation, requesting the use of the parking lot and permission to set up an eagle viewing site at the boat ramp adjacent to the train station between the hours of 8 am and 4 pm on February 6, 2010; the Board unanimously approved the use of the parking lots A & J for this event.
- d) A letter from Jason Ayotte, NYS office of Real Property Services with the new RAR which is set at 3.20.
- e) A letter from Robert Hoch, Cablevision, announcing an increase in the late fee to \$7.00 effective January 1, 2010.

- f) A notice from NYS Public Service Commission for a public hearing on rates, charges, rules and regulations of Con Ed to be held on Monday, January 11, 2010 at the Greenburgh Town Hall, Greenburgh, NY between the hours of 4:30 and 6:30 pm.

5 CITIZEN PARTICIPATION (agenda items):

Village Manager Zambrano read a clarification for Proposed Resolution A, regarding the appointment of a new police officer.

No members of the public came forward to speak.

6. PROPOSED RESOLUTIONS:

- a) On motion of TRUSTEE MURTAUGH, seconded by TRUSTEE GALLELI, the following resolution was adopted unanimously by the Board of Trustees of the Village of Croton-on-Hudson, New York:

WHEREAS, the Village currently has an open position in the Police Department; and

WHEREAS, Detective Sergeant John Nikitopoulos has conducted an extensive background check of Anthony T. Tramaglino; and

WHEREAS Police Chief Anthony Tramaglino has reviewed the background check prepared by Detective Sergeant Nikitopoulos and recommends the hiring of Mr. Tramaglino,

NOW, THEREFORE, BE IT RESOLVED: that Anthony T. Tramaglino of Croton-on-Hudson, NY, is hereby appointed as a Police Officer at the salary of \$49,093.00, effective December 9, 2009, in accordance with the rules and regulations of the Westchester County Department of Human Resources.

Discussion: Trustee Murtaugh pointed out that his son was also a candidate for this position; he did not have the same qualifications as the gentleman being hired who had the necessary 21 weeks of police academy training and a law enforcement background; there were other familiar names on this list and every protocol has been followed. Trustee Olver added that because it is a special set of circumstances, everyone on the Board looked at this carefully and independently; the process was taken without the active participation of the Chief and he and others on the Board are satisfied that this is the appropriate step. Trustee Gallelli stated that she agrees with what was said and, also, this is an open position, not an additional appointment.

- b) On motion of TRUSTEE GALLELI, seconded by TRUSTEE OLVER, the following resolution was unanimously adopted by the Board of Trustees of the Village of Croton-on-Hudson, New York:

WHEREAS, Tom Veda has applied for a special permit to open a child care center located at 1380 Albany Post Road; and

WHEREAS, the Village Board has referred this matter to the Planning Board for its recommendation and review; and

WHEREAS, in a December 1, 2009 memo to the Village Board of Trustees, the Planning Board has recommended the issuance of the special permit subject to certain considerations,

NOW THEREFORE BE IT RESOLVED: that the Village Board of Trustees hereby calls for a Public Hearing in the meeting room of the Stanley H. Kellerhouse Municipal Building at 8 pm on January 4, 2010 to consider the special permit application for a child care center at 1380 Albany Post Road.

- c) On motion of TRUSTEE MURTAUGH, seconded by TRUSTEE RESTUCCIA, the following resolution was unanimously adopted by the Board of Trustees of the Village of Croton-on-Hudson, New York:

REQUEST FOR GREENWAY TRAIL DESIGNATION OF THE RIVERWALK TRAIL BY THE VILLAGE OF CROTON ON HUDSON

WHEREAS, Article 44 of the Environmental Conservation Law (ECL) directs the Greenway Conservancy for the Hudson River Valley, Inc. to designate a Hudson River Greenway Trail, and

WHEREAS, the Village of Croton on Hudson owns a community trail which will enhance the opportunity the public has to appreciate and support the preservation of the historic, scenic, cultural, recreational and natural resources along the Greenway Trail, and

WHEREAS, the Village of Croton on Hudson requests that 3 miles of the Riverwalk Trail be designated as a riverside/countryside corridor/connector trail as part of the Hudson River Greenway Trail System,

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

The Board of Trustees of the Village of Croton on Hudson requests designation of the Riverwalk Trail as part of the Hudson River Greenway Trail System.

- d) On motion of TRUSTEE RESTUCCIA, seconded by TRUSTEE GALLELLI, the following resolution was unanimously adopted by the Board of Trustees of the Village of Croton-on-Hudson, New York:

REQUEST FOR GREENWAY TRAIL DESIGNATION OF THE CROTON GORGE TRAIL BY THE VILLAGE OF CROTON ON HUDSON

WHEREAS, Article 44 of the Environmental Conservation Law (ECL) directs the Greenway Conservancy for the Hudson River Valley, Inc. to designate a Hudson River Greenway Trail, and

WHEREAS, the Village of Croton on Hudson owns a community trail which will enhance the opportunity the public has to appreciate and support the preservation of the historic, scenic, cultural, recreational and natural resources along the Greenway Trail, and

WHEREAS, the Village of Croton on Hudson requests that 1/2 mile of the Croton Gorge Trail be designated as a riverside/countryside corridor/connector trail as part of the Hudson River Greenway Trail System,

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

The Board of Trustees of the Village of Croton on Hudson requests designation of the Croton Gorge Trail as part of the Hudson River Greenway Trail System.

- e) On motion of TRUSTEE RESTUCCIA, seconded by TRUSTEE OLVER, the following resolution was unanimously adopted by the Board of Trustees of the Village of Croton-on-Hudson, New York

**ENERGY EFFICIENCY AND CONSERVATION
COMMUNITY BLOCK GRANT RESOLUTION**

WHEREAS General Municipal Law §239-n authorizes cities, towns and villages in New York to create inter-governmental relations councils to conduct surveys and research, to provide for the distribution of information, to cooperate with county, state and federal agencies, to conduct local and inter-community planning, and to provide a forum for local governments to explore and develop areas for municipal cooperative activities as further authorized under Article 5-G of the General Municipal Law;

WHEREAS fourteen municipalities in the northern tier of Westchester County have formed a consortium called the Northern Westchester Energy Action Coalition (NWEAC) through municipal resolutions and organization;

WHEREAS the participating NWEAC municipalities share the goal of increasing energy efficiency throughout their communities, reducing energy costs for residents, reducing carbon emissions to help mitigate climate change, and reducing the negative health effects of fossil fuel emissions, while increasing availability of jobs in our area;

WHEREAS Governor Paterson has called for meeting 45% of New York State's electricity needs through improved energy efficiency and clean renewable energy by 2015;

WHEREAS the cooperating municipalities share an interest in:

- a. Informing and inspiring the public of energy saving opportunities;
- b. Maximizing benefits over the longest possible terms;
- c. Reducing fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities;
- d. Reducing the total energy use of the eligible communities;
- e. Improving energy efficiency in the building sector;
- f. Creating and retaining local jobs;
- g. Stimulating the economy.

WHEREAS the cooperating municipalities share the objective of establishing mechanisms and strategies for:

- a. Fundamentally and permanently transforming local energy markets in a way that makes energy efficiency and renewable energy the options of first choice;
- b. Achieving broader market participation and greater efficiency savings from building retrofits;

- c. Creating building retrofit programs that demonstrate the benefits of gaining economy of scale and designing a viable strategy for program sustainability;
- d. Serve as examples of comprehensive community-scale energy-efficiency approaches that could be replicated in other communities across the region, the state and the country;
- e. Deliver verified energy savings from a variety of projects in the local jurisdiction of the applicant, with a particular emphasis on efficiency improvements in residential buildings; and
- f. Achieving inter-municipal cooperation in other efficient ways.

WHEREAS the cooperating municipalities wish to explore mutually beneficial ways of:

- a. Securing and sharing Federal, State, and County agency funding to accomplish these efforts and goals;
- b. Coordinating efforts with Federal, State, and County agencies and authorities to assure that activities are compatible with the plans and programs of the cooperating municipalities; and
- c. Leveraging Federal, State and County resources and grants along with other public and private resources to accomplish these objectives.

WHEREAS, the federal government (US Department of Energy) and state energy agencies (New York State Energy Research and Development Authority) now allow consortia of municipalities, such as NWEAC, to apply jointly with a single application for energy-related funding from the new Energy Efficiency Community Block Grant program opportunities.

NOW, THEREFORE BE IT RESOLVED;

THAT Village of _Croton-on-Hudson_, as a Municipality participating in NWEAC, is in support of NWEAC-participating Town of Bedford's Building Energy Efficiency Program (BEEP) Pilot application to receive EECBG Grant funding from the Dept. of Energy General Innovation Fund Program Funding Opportunity Announcement Number: DE-FOA-0000148 and plans to become a member of the NWEAC Energy Efficiency Retrofit Financing Corporation, a not-for-profit local development corporation that aggregates financing including qualified energy conservation bond (QECB) financing, will set an energy benefit district or area, and will endeavor to have our residents retrofit **102** homes within the three year grant period using best practices, including those derived from the BEEP Pilot.

IN WITNESS WHEREOF, the designated municipal official of each of the cooperating municipality has affixed their signature by authority vested in them.....

- f) On motion of TRUSTEE GALLELLI, seconded by TRUSTEE RESTUCCIA, the following amended resolution was adopted unanimously by the Board of Trustees of the Village of Croton-on-Hudson, New York:

WHEREAS, on April 6th, 2009 the Village Board approved a Climate Smart Community Pledge; and

WHEREAS, in this resolution the Village Board pledged to pursue 10 initiatives to promote climate change, adaptation and mitigation; and

WHEREAS, one of the initiatives was a pledge to encourage renewable energy for local government operations through purchase or direct generation; and

WHEREAS, the Village has been provided an agreement wherein the Village can purchase wind energy at a premium of 2 cents per kWh through Starphire.Net Inc.,

NOW, THEREFORE BE IT RESOLVED: that the Village Manager is hereby authorized to sign the agreement with Starphire.Net Inc., to obtain wind energy at the premium rate of 2

cents per kWh and with an initial yearly amount of up to \$8,000 which translates into approximately 25% of the Village's total usage.

Discussion: Mayor Wiegman explained that this is a way to create the ability for homeowners to take out a low interest loan for energy cost savings (if they wish) that will be repaid through their tax bills; ultimate control is within the local community and there are a lot of checks and balances.

Renewable Energy Conversion Rights and Attributes Purchase and Sale Agreement

This Agreement is made and entered into between The Village of Croton-on-Hudson, a New York Municipal Corporation having its office at 1 Van Wyck Street, Croton-on-Hudson, NY 10520 ("CUSTOMER") and Starphire.Net, Inc. ("STARPHIRE"), a New York corporation having its office at 110 Long Pond Road, Rhinebeck NY 12572, hereinafter referred to individually as "Party" or collectively as "Parties".

RECITALS

- A. STARPHIRE is a supplier and marketer of electricity generated from Renewable Energy generation facilities interconnected to the electric grid control regions of the New York Independent System Operator ("NYISO").
- B. Croton-on-Hudson is a Municipal Corporation in New York State.
- C. CUSTOMER desires to purchase Renewable Energy Sources from STARPHIRE.
- D. The sale of Renewable Energy Source products to CUSTOMER shall be governed by the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of their mutual promises, the Parties, intending to be legally bound, agree as follows.

1. DEFINITIONS

1.1 **Transaction Confirmation or Transaction Confirms** shall mean a written agreement executed by the Parties which records the terms (i.e., Price and Quantity) of a purchase by CUSTOMER of Renewable Energy and associated Conversion Rights and Attributes under this Agreement. Such Transaction Confirmation shall be substantially in the form of Exhibit A. Transaction Confirmations will become effective when signed by STARPHIRE and CUSTOMER. Transaction Confirmations will be communicated by means of confirmed facsimile.

1.2 **Conversion Rights and Attributes** shall mean the right to complete a Conversion Transaction and claim the generation of a Renewable Energy generation facility delivering power into the NYISO under disclosure and tracking laws and regulations of the New York Public Service Commission ("NYPSC") and the NYISO, along with any credit, renewable energy credit, certificate, attribute or other premium or additional value of the electric energy output over and above the commodity value, including any NOx credits, SOx credits and CO2 credits, as well as all such value and credits conferred in the market and under the Green-e certification program for renewable, clean, green, Small Hydro Energy, BioEnergy or Wind Energy generation, whether arising pursuant to regulation, certification, markets, trading, private transaction or otherwise, but specifically excluding any and all state and federal production tax credits, investment tax credits, incentives or grants and any other tax credits, incentives or grants.

1.3 **Cumulative Annual Purchase Quantity** shall mean the sum of the annual purchase quantities of all concurrent Transaction Confirmations of purchases.

1.4 **Conversion Transaction** shall have the meaning as defined by the New York State Public Service Commission in Case 94-E-0952, Opinion No. 98-19. CUSTOMER shall have the exclusive right to complete a Conversion Transaction and receive assignment under the New York State Public Service Commission's Environmental retail electric customer disclosure law Rules and Procedures for Conversion Transactions of renewable generated electricity delivered to the NYISO on behalf of CUSTOMER under this Agreement. STARPHIRE will file all necessary confirmations and forms with both the NYISO and the New York State Public Service Commission and Staff, to allow CUSTOMER to complete the Conversion Transactions for Renewable Energy generated electricity assigned to CUSTOMER. CUSTOMER will have no rights to the electricity commodity.

1.5 **Pricing Matrix** shall mean the established flat \$/MWH prices to be charged CUSTOMER for the Cumulative Annual Purchase Quantity as set forth in Exhibit B hereto.

1.6 **Wind Energy** shall mean electric generation produced from a wind powered generator delivered into the NYISO on behalf of CUSTOMER.

1.7 **Reconciliation Period** shall mean the 12 month period of January through December.

2. TERM OF AGREEMENT

2.1 **The term of this Agreement shall commence upon execution and continue through December 31, 2010 ("Term").**

2.2 Upon completion of the Term, this Agreement shall remain in effect from year to year unless cancelled by one of the Parties upon sixty days written notice; provided however, that the sections of this Agreement that support the Parties' performance of executed Transaction Confirmations shall survive the termination of this Agreement while such Transaction Confirmations remain in effect and the sections of this Agreement setting forth rights and obligations of the parties after termination shall remain in effect according to their terms.

3. SUPPLY OF RENEWABLE ENERGY CONVERSION RIGHTS AND ATTRIBUTES

3.1. Purchase Terms

3.1.1 **Purchase of Renewable Energy:** CUSTOMER will purchase Renewable energy pursuant to **Exhibit "C" - Usage Schedule** during the term of this agreement. Prices will be firm for the duration of the contract.

3.1.2 **Supply of Renewable Energy Conversion Transactions.** STARPHIRE shall supply CUSTOMER with sufficient Conversion Rights and

Attributes for Renewable Energy Sources within each 12-month calendar period (January-December) to supply CUSTOMER purchases. Supply and transfer of Conversion Rights and Attributes shall be consistent with the disclosure requirements of the PSC for supply of Renewable Energy Sources energy sales

3.1.3 Term of Purchases: Renewable Energy will be delivered between 1/1/2010 and 12/31/2010.

3.1.4 Payment and Billing. STARPHIRE shall bill CUSTOMER quarterly. CUSTOMER agrees to pay STARPHIRE within twenty (20) days of receipt of each invoice. At the conclusion of the contract term, any portion of the initial purchase commitment of Renewable Energy that has not been billed will be due and payable.

4. **Annual Reconciliation and Final Reconciliation.** Thirty days after the close of each 12-month reporting period (Jan to Dec.) STARPHIRE shall report the amount of Conversion Rights and Attributes to be delivered to CUSTOMER and to be reported to the New York State Public Service Commission.
5. **Environmental Credits and Value.** All environmental value and credits resulting from or associated with the Conversion Rights and Attributes delivered to meet the quantities associated with executed Transaction Confirms and Usage Schedules, upon payment of the associated Conversion Rights and Attributes premium, shall accrue to and be assigned exclusively to CUSTOMER.
7. **Attestation of Conversion Rights and Attributes Delivery.** Within thirty (30) days after each 12-Month Reporting Period, and again at the conclusion of the Term, STARPHIRE shall provide to CUSTOMER an attestation specifying the amount, as measured in megawatt hours, of Conversion Rights and Attributes delivered pursuant to this Agreement ("STARPHIRE Attestation").
8. **Public Relations.** STARPHIRE and CUSTOMER shall each provide the other the opportunity to jointly participate in public relations and press announcements concerning the purchase of the Conversion Rights and Attributes supplied hereunder.
9. **Logo Use.** For the term of this Agreement, Starphire grants a limited right and license to use the words, "EarthKind Energy," which shall be used in the format with the brand logo and identification in association with renewable energy products sold under this agreement. Subject to STARPHIRE's prior written approval, the logo colors and design may be modified to be consistent with labeling requirements. Subject to prior approval Starphire will allow the use of the name EarthKind Energy in descriptive information. The license in the mark and logo and permission to use the name EarthKind Energy Inc. shall terminate upon conclusion of this agreement.
10. **Title and Supply.** STARPHIRE hereby represents that it has the contractual right to sell Conversion Rights and Attributes from the generating units identified in meeting STARPHIRE's delivery obligations pursuant to this Agreement.

11. **Termination.** Either Party may terminate this Agreement for Cause at any time upon fifteen (15) days prior written notice to the other Party. "Cause," for purposes of this Agreement shall mean, but not be limited to, (a) the failure of a Party to pay the other Party's invoice when due, or (b) the happening of any of the following: the non-terminating Party is insolvent; the filing by the non-terminating Party of a voluntary petition in bankruptcy; the filing of any involuntary petition to have the non-terminating Party declared bankrupt; or the execution of the non-terminating Party of any assignment for the benefit of creditors in the event such cure is not cured following thirty day notice. Upon termination for Cause, the terminating Party may exercise any and all rights and remedies available to it under law or in equity.
12. **Governing Law.** This Agreement shall be construed under the laws of the State of New York and shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns of each of the Parties hereto.
13. **Entire Agreement.** This Agreement contains all the terms agreed upon between the Parties with respect to the subject matter hereof and supersedes all agreements, and communications, whether oral or written, pertaining to the subject of this Agreement. No alterations or modifications of this Agreement shall be binding upon either Party unless made in a writing executed by both Parties.
14. **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
15. **Security of Supply.** To secure the obligation of STARPHIRE to provide Renewable Energy Transactions and Attributes to CUSTOMER, STARPHIRE hereby agrees to provide assignment options in all supply contracts associated with the supply for this contract. In connection with the foregoing assignment and security interest, STARPHIRE represents, warrants, and agrees that: (a) STARPHIRE has the full power and authority to make such assignment and grant such security interest subject to the consent or approval of the third party or entity, and (b) STARPHIRE shall execute, or cause to be executed, any filings or documents reasonably necessary or convenient to CUSTOMER to protect the foregoing assignment and security interest, without cost or charge to CUSTOMER.
16. **Confidentiality.** **Each Party will treat and hold as confidential all of the information received from the other Party that is marked "confidential," and shall refrain from using any of such confidential information ("Confidential Information") except in connection with this Agreement undertaken hereunder or except as set forth below.**

The obligations set forth above shall not apply to any Confidential Information with respect to which the Receiving Party can demonstrate was:

- (a) in its possession prior to the time of disclosure by the Disclosing Party and was not, to the knowledge of the Receiving Party, subject to a confidentiality obligation; or
- (b) in the public domain at the time of disclosure, or subsequently became part of the public domain through no fault of the Receiving Party; or
- (c) received from a third party who, to the Receiving Party's knowledge, was not subject to a confidentiality agreement or other confidentiality or fiduciary obligation regarding the information.

The receiving Party shall not disclose any Confidential Information without the prior written consent of the disclosing Party except that:

- (a) receiving Party may disclose all or any portion of the disclosing Party's Confidential Information to the extent necessary to comply with applicable laws, rules, or regulations, a court order or decision, or regulations, orders, or directives from any administrative or regulatory body (the receiving Party will endeavor to notify the disclosing Party prior to its compliance with such requirement). And, will provide reasonable cooperation and assistance to the disclosing Party, at the disclosing Party's expense in an attempt by the disclosing Party to limit the scope of the disclosure or to seek a protective order or other protection for its Confidential Information; or
- (b) is known to or is in the possession of the receiving Party prior to the disclosure thereof thereto as evidenced by written records; or
- (c) is known or generally available to the public through no act or omission of the receiving Party in breach of this Agreement.

The receiving Party shall return all Confidential Information including all copies thereof to the disclosing Party immediately upon receipt of a written request from the disclosing Party. The obligations for confidentiality and non-use of the Confidential Information shall expire upon termination of this Agreement.

17. **Notices.** Except as specifically provided otherwise, any notice, request, demand, statement or payment provided for in this Agreement shall be delivered by letter, facsimile or other documentary form. A notice sent by facsimile transmission shall be deemed received by the close of the Business Day on which such notice was transmitted or such earlier time as confirmed by the receiving Party and notice by overnight mail or courier shall be deemed to have been received two (2) Business Days after it was sent or such earlier time as is confirmed by the receiving Party unless it confirms a prior verbal communication, in which case any such notice shall be deemed received on the day sent.

IF TO CUSTOMER:

Notices, Correspondence & Invoices:

Attn:
Phone:
Fax:

IF TO Starphire.Net, INC.:

Notices, Correspondence & Invoices:

Starphire.Net, Inc.
110 Long Pond Road
Rhinebeck, NY 12572
Attn: Ron Kamen
Phone: (845) 266-3596
Fax: (800) 495-8048

From time to time either Party may change the foregoing addresses by sending notice of such change in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed as of the first above written.

CUSTOMER

Starphire.Net, Inc.

By: _____
 Print: _____
 Title: _____
 Date: _____

By: _____
 Print: Ron Kamen
 Title: Vice President
 Date: _____

**EXHIBIT A
 FORM OF CONFIRMATION**

CUSTOMER / STARPHIRE Renewable Energy Conversion Rights and Attributes Transaction Confirmation

Date:

To: Starphire, Inc.

Pursuant to the terms and conditions of the Renewable Energy Conversion Rights and Attributes Purchase and Sale Agreement dated _____, the following confirms a purchase of Renewable Energy Conversion Rights and Attributes by CUSTOMER from STARPHIRE:

Seller: STARPHIRE Attention: Phone: Fax: Reference #:	Buyer: Attention: Phone: Fax: Reference #:
Transaction Quantity: MWh per Year: Term (Purchase Contract Length): Term Beginning: Term Ending:	Transaction Price: Pricing per Exhibit B to Renewable Energy Conversion Rights and Attributes Purchase and Sale Agreement dated MM/DD/YYYY.
Payment Schedule:	Special Provisions:

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this Confirmation and returning it via fax to CUSTOMER. Failure to object to the terms in this Confirmation or respond within two business days shall be deemed acceptance.

CUSTOMER

Starphire.Net, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT B
PRICING MATRIX**

Wind: \$20.00/ MW Hr = \$.02 / KW Hr

**EXHIBIT C
USAGE SCHEDULE**

Wind: 400 MW Hr = 400,000 KW Hr

7. CITIZEN PARTICIPATION (non-agenda items):

Jane Laudon, Penfield Ave., who lives by the Duck pond, stated that she was speaking with Dan O'Connor about some of the approaches the Village is trying; she would not like to see the Duck pond turn into a marsh, a little league field is adjacent and is very well utilized; a marsh would make it difficult to continue to use the field. Ms. Laudon asked if allowing the Duck pond to return to a marsh is still on the table. Trustee Restuccia replied that the Duck pond is very big and a part of it might want to return to a marsh on the shallow edges, but no one wants for it to become a stagnant, infected breeding pond; a marsh is still moving water on its' way to a larger body of water; it is now collecting a lot of runoff from above which feeds the plants going in it; she feels strongly about not putting a herbicide in the Duck pond to kill the duckweed growing there; she wants to look into other alternatives, perhaps design a clean marsh and a safe habitat for fish and frogs which eat mosquito larvae. Ms. Laudon asked to enlist other expertise from our committees and Westchester County; she would like to work with the Village for perhaps a multi-pronged approach and would like a citizen education and liaison program. Trustee Restuccia replied that the CAC and the Village Board are looking at the Duck pond situation and your suggestion to bring in surrounding neighbors is an excellent one. Ms. Laudon asked where an alternate skating area location is. Trustee Gallelli replied that they are thinking about the fenced area where the farmers market was; it should not be anything that costs money as the concept is pushing snow to the edge as a barrier and then adding water nightly; this does require water spraying but water is there; perhaps volunteers will be available to do the spraying.

8. APPROVAL OF MINUTES:

Trustee Restuccia made a motion to approve the minutes of the Board Meeting held on October 16, 2009 as corrected. Trustee Gallelli seconded the motion. The Board voted unanimous approval.

Trustee Gallelli made a motion to approve the minutes of the Regular Board Meeting held on November 2, 2009 as corrected. Trustee Restuccia seconded the motion. The Board voted approval with Trustee Olver abstaining

Trustee Gallelli made a motion to approve the minutes of the Executive Session held on November 9, 2009. Trustee Murtaugh seconded the motion; approved unanimously.

Trustee Murtaugh made a motion to approve the minutes of the Board Meeting held on November 16, 2009. Trustee Gallelli seconded the motion. The Board voted approval with Trustee Olver abstaining.

9. REPORTS:

Village Manager Zambrano thanked Trustees Murtaugh and Restuccia for spearheading the planting at the train station which has received many favorable comments. Village Manager Zambrano reported that the 2009 tree program went very well this year. He reminded residents that winter parking is in effect; if you need a winter street parking permit, come to Village Hall and residents also can renew parking permits which are free. Mr. Zambrano reported that the State Legislature passed Tier 5 legislation for employees and future employees hired after January 2010 will have to contribute toward their retirement; this will save billions of dollars in tax money. Mr. Zambrano reported that all Village residents should have received the Indian Point emergency guide; he attended the County Emergency Planning meeting several weeks ago. He reported that there will be a small lighting of the tree at Benedict and South Riverside at 6 pm tomorrow.

Village Treasurer Bullock none

Trustee Olver asked where the parking lot project stands. Asst. Manager Janine King gave a report on the latest update as of today; the parking lot was striped Sunday afternoon; it will be getting signage and guide rails this week; pay stations arrived today and will be connected tomorrow; cars will be back in the lot on Monday, 12/14, no more buses. Village Manager Zambrano added that we may be gaining some additional parking space. Trustee Olver reminded everyone that the goal was to get this job done before winter locked in and it has been done; it has not been easy and the entire Village staff deserves a hearty round of applause; this is going to make a big difference. Trustee Olver encouraged everyone to come out for the lighting of the Christmas tree; the Board pondered how to make this more inclusive for all groups; it is not a holiday season that pertains to one group of people; all should take this time of the year to appreciate others and feel a sense of gratitude, joy and giving; he offered Seasons' Greetings to everyone. Trustee Olver stated that the big problem is the dire situation in the public sector in Westchester County and the State of NY; he is astonished by the state government and also that Westchester is number one with the highest county tax in the country; we are going to have to hold the line on taxes and also grow our income; this year we cut the Village share of your tax bill by 1.9%; it will be tougher next year; residents' support is needed and ideas of how to do more with less; such as we run two appraisals with the town; need support with cost recovery

and need to share the burden; the Village portion of the tax bill is only a minor portion; most is school, town, county and state; he asked for support in putting pressure on the school district, town and county to hold the line on taxes.

Trustee Restuccia reported that she is working with the CAC who are trying to make sure there is even more compliance with recycling; it costs more money if recyclable items are put in with garbage; she asked businesses, schools and residents to work harder for more recycling compliance. Trustee Restuccia added that she attended the Blood Drive this past Sunday and it was well attended. Trustee Restuccia stated that the Duck pond is a priority. Trustee Restuccia added that the Community gardeners are hard at work; they laid down their beds and are working on compost; leaves have been added at the end of Silver Lake for residents to have compost in the Spring; it costs a lot of money to dump leaves and send up north to be composted and then sent back to New York.

Trustee Gallelli reported that a good deal of the Village budget is mandated; where reasonable cuts can be made, it will be done. Trustee Gallelli stated that the Village has a number of things for sale which will help produce revenue, would make nice gifts and are reasonably priced. Trustee Gallelli offered congratulations to the Croton Fire Patrol who recently had their 75th anniversary. Trustee Gallelli reported that this Saturday and Sunday, the Community room will be used by the Croton Artisan's Holiday Boutique; they will be selling handcrafted items. She reported also that the Recreation Dept. has a holiday break program the week between Christmas and New Year for children; it is a Lego workshop. Trustee Gallelli stated that there have been stories about robberies and other things and she reminded residents that the Police Dept. has an anonymous tip line which is 914 271-0706; please call if you see something happening. Trustee Gallelli reported that the Village applied with the Town of Cortlandt for an efficiency grant which would have funded studies on shared services, we did not get that grant, but there is going to be a second round of this grant process and she suggested taking a second look at the application and reapply; the deadline is 2/14/10. Trustee Gallelli thanked Mayor Wiegman, the Village staff and many others for their help in getting the Village very good publicity in the past few months; there were some fine articles written about Croton in the NY Times and Westchester Journal News; this kind of information getting out there is a help in marketing the community. Village Manager Zambrano added that the NY Times is doing a follow up on an article done several weeks ago; he will try to add the links to the web site.

Trustee Murtaugh reported that he has been asked by a Village resident to correct something he said when he paraphrased from a letter from Mr. Scott. Trustee Murtaugh read Mr. Scott's letter and also what he said; he believes he accurately paraphrased what the letter writer said; Trustee Murtaugh apologized if he has offended anyone. Trustee Murtaugh thanked the administration for a very nice holiday party this past Saturday night for volunteers who attend without charge, this arrangement is acceptable through state law and was accounted for in the budget; the efforts of these volunteers save the Village many thousands of dollars; Village employees are also invited and do pay a fee; this holiday party also provides a thank you to volunteers. He reminded everyone that Village taxes were reduced by 1.9% this year. Trustee Murtaugh, in reference to the arts & crafts fair to be held this weekend, stated that it took just one letter and it was done; the Board has been trying to respond to the needs of the community

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Mayor Wiegman thanked the DPW staff for the very busy, ongoing leaf pick up; he would like to look at bagging versus vacuuming. Mayor Wiegman reported that there is new pavement at South Riverside between the diner and going up the hill toward Harmon; at the suggestion from the bike/pedestrian committee, there will be some striping done on the hillside to allow for a generous bike lane on both sides and a continuation of the existing striping. Mayor Wiegman congratulated the Slaughters for the successful turkey trot on Thanksgiving Day. He offered congratulations to the teenagers who did a homeless shelter fundraiser for the Jan Peek shelter in Peekskill. Mayor Wiegman reported that at the next board meeting, there will be a greenhouse gas presentation and the carbon footprint of the Village.

Trustee Olver made a motion to adjourn. Trustee Restuccia seconded the motion; approved unanimously. The meeting was adjourned at 9:45 pm.

Respectfully submitted,

Phyllis A. Bradbury

Phyllis A. Bradbury, Secretary

Village Clerk