

MEMORANDUM

To: Town Board
From: Erin Trostle
Date: March 28, 2025
Re: Minutes of the March 18, 2025 Town Board meeting

Please review the attached.

MINUTES OF THE MARCH 18, 2025 MEETING OF THE TOWN BOARD OF THE TOWN OF POUND RIDGE HELD AT 179 WESTCHESTER AVENUE, POUND RIDGE, NEW YORK, AND VIA ZOOM VIDEOCONFERENCE, COMMENCING AT 7:30 PM

PRESENT: DEPUTY SUPERVISOR/COUNCILPERSON DIANE BRIGGS
COUNCILPERSON ALISON BOAK
COUNCILPERSON NAMASHA SCHELLING
COUNCILPERSON DANIEL PASCHKES

ALSO

PRESENT: TOWN ATTORNEY WILLIAM HARRINGTON
TOWN CLERK ERIN TROSTLE

NOT

PRESENT: SUPERVISOR KEVIN HANSAN

I. CALL TO ORDER OF REGULAR MEETING

Deputy Supervisor Briggs called the meeting to order at 7:45 pm.

II. ANNOUNCEMENTS

- The PRES Fifth Grade Pancake Breakfast is scheduled for Saturday, March 22, from 8:00 am to 12:00 noon.
- The Rec Department will host its annual Easter Egg Hunt on April 5, from 12:00 noon until 2:00 pm. Register via Community Pass on the town website.
- Hiring has begun for summer camp positions, including counselors and tennis and soccer specialists. Interested parties should contact Camp Director Jeff Nurenberg.

III. MINUTES

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Schelling, all voting aye, to approve the minutes of the March 4, 2025 Town Board meeting.

IV. PUBLIC COMMENT I

Resident Katherine Biagiarelli raised questions regarding the format of Recreation Commission meetings, meal reimbursement limits, and the bus driver role.

V. NEW BUSINESS

A. KG+D Architects – Conceptual design for Police Department building

Eric Kaeyer, of KG+D Architects, presented two conceptual designs for a possible new Police Department building, which would also accommodate the Office of Emergency Management and perhaps court personnel as well. The conceptual designs are intended to serve as the foundation for pursuing state and federal grant opportunities.

B. Town Board – Verizon Franchise Agreement

The matter of a franchise agreement renewal was tabled; it will be revisited at the April 1, 2025 Town Board meeting.

C. Highway Department – Fuel management system

RESOLUTION 77-25

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Boak, all voting aye on the following:

RESOLVED, that the Town Board hereby approves the purchase of a fuel management system at a price of \$31,340.60; AND BE IT FURTHER

RESOLVED, that the Town Board approves the expenditure of an amount up to \$1,000 for replacement parts in the event that existing components are unable to be reused.

D. Police Department – Resignation of Officer Thomas Ritchey

RESOLUTION 78-25

Board Action: Motion by Councilperson Boak, seconded by Councilperson Paschkes, all voting aye on the following:

RESOLVED, that the Town Board hereby accepts the resignation of Police Officer Thomas Ritchey.

E. Receiver of Taxes – Refund of overpayment

RESOLUTION 79-25

Board Action: Motion by Councilperson Boak, seconded by Councilperson Schelling, all voting aye on the following:

RESOLVED, that the Town Board hereby authorizes the refund of an overpayment of property taxes on parcel 10263-81 to Scofield Road Partners LLC in the amount of \$329.54.

F. Town Clerk

1. Memorial bench purchase and reimbursement

RESOLUTION 80-25

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Schelling, all voting aye on the following:

RESOLVED, that the Town Board hereby approves the expenditure of an amount not to exceed \$1,000.00 for the purchase of a memorial bench and plaque, subject to the Recreation Commission's approval of the proposed location in parcel 9820-1, which is a component of the Town Park; AND BE IT FURTHER

RESOLVED, that the Town Board authorizes the acceptance of a gift in an amount corresponding to the aforesaid expenditure.

2. Cemetery plot sale

RESOLUTION 81-25

Board Action: Motion by Councilperson Boak, seconded by Councilperson Paschkes, all voting aye on the following:

RESOLVED, that the Town Board hereby authorizes the sale of Plot 245-A in Section 3 of the Pound Ridge Cemetery at a price of \$1,000.00 to Carol Vinci, of 9 Benger Road, Pound Ridge.

3. Monthly reports

The Town Board acknowledged that the following reports for the month of February 2025 have been filed in the Town Clerk's office:

- Building Department report
- Receiver of Taxes report
- Town Clerk report

G. Planning Board – Return of unused escrow

RESOLUTION 82-25

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Boak, all voting aye on the following:

RESOLVED, that the Town Board hereby authorizes the return of an unused Planning Board escrow for a project at 29 Threshing Rock Road to Bedford Poolscales in the amount of \$1,078.00.

H. Climate Smart Task Force – Appointment of Elyse Arnow, Melinda Avellino, and Andy Karpowich

RESOLUTION 83-25

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Boak, all voting aye on the following:

RESOLVED, that the Town Board hereby appoints Elyse Arnow, Melinda Avellino, and Andy Karpowich as members of the Climate Smart Task Force through 2025.

I. Energy Action Committee – Appointment of Jane Holmes and Lise Lamatia

RESOLUTION 84-25

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Schelling, all voting aye on the following:

RESOLVED, that the Town Board hereby appoints Jane Holmes and Lise Lamatia as members of the Energy Action Committee through 2025.

J. Human Rights Advisory Committee – Appointment of Amy Kenney and Allison O'Rourke

RESOLUTION 85-25

Board Action: Motion by Councilperson Schelling, seconded by Councilperson Boak, all voting aye on the following:

RESOLVED, that the Town Board hereby appoints Amy Kenney and Allison O'Rourke as members of the Human Rights Advisory Committee through 2025.

IV. PUBLIC COMMENT II

There were no further comments from the public.

V. FINANCIAL MATTERS – Pay bills

RESOLUTION 86-25

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Boak, the motion passing 3–0 with Councilperson Schelling abstaining, on the following:

RESOLVED, that the Town Board hereby authorizes the Supervisor to pay the following claims as detailed in Abstract 06-2024:

Fund	Claim Numbers	Total Amount
General Fund	A00190–A00242	\$112,805.16
Highway Fund	D00058–D00067	\$24,113.49
Trust & Agency Fund	AT00021–AT00022	\$2,100.50

AND BE IT FURTHER RESOLVED, that the following advance-of-audit payments listed in Abstract 06-2024 are hereby allowed:

Fund	Claim Numbers	Total Amount
General Fund	A000243–A000262	\$38,068.79

- I. **ADJOURNMENT:** There being no further business to come before the Town Board, Deputy Supervisor Briggs adjourned the meeting at 9:11 pm.

- II. **RECONVENE AS PARKING DISTRICT COMMISSION:** Deputy Supervisor Briggs called the meeting to order at 9:11 pm.

RESOLUTION 87-24

Board Action: Motion by Councilperson Paschkes, seconded by Councilperson Boak, the motion passing 3-0 with Councilperson Schelling abstaining, on the following:

RESOLVED, that the following advance-of-audit claims listed in Abstract 06-2024 are hereby allowed:

Fund	Claim Numbers	Total Amount
Parking District	ST00001–ST00009	\$4,898.98

VI. ADJOURNMENT: There being no further business to come before the Parking District Commission, Deputy Supervisor Briggs adjourned the meeting at 9:12 pm.

Erin Trostle, Town Clerk
Dated at Pound Ridge, New York
March 27, 2025

DRAFT

MEMORANDUM OF UNDERSTANDING
For
Participation in the Westchester Power Contract
For Communities in the NYSEG Service Territory

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc., a New York non-profit corporation (“Sustainable Westchester”), and the Town of _____ (the “Municipality”), a local government member of Sustainable Westchester (each a “Party” and collectively, the “Parties”).

1. Background:

- a. The New York Public Service Commission, through the CCA Orders (as defined below), has approved the establishment of Community Choice Aggregation ("CCA") programs throughout New York State and authorized Sustainable Westchester to implement a CCA program pursuant to a Master Implementation Plan.
- b. Sustainable Westchester’s CCA Program enrolled Participating Customers from an initial group of 20 participating municipalities in April 2016. As of 2025, the program serves 26 municipalities across Westchester County.
- c. For participating municipalities in the NYSEG utility territory, the current Electric Service Agreement for the Sustainable Westchester CCA Program will terminate on the first meter read date after November 30, 2025.
- d. In compliance with the CCA Orders, the Municipality has adopted local legislation to enable Community Choice Aggregation.
- e. As a member of Sustainable Westchester in good standing and a participant in the Sustainable Westchester CCA Program, the Municipality wishes to continue to engage the services of Sustainable Westchester as the Program Manager for Community Choice Aggregation for the operation and maintenance of the Program.

2. Definitions:

- a. **2024 ESA:** The ESA which implemented the Sustainable Westchester CCA Program during the period from November 1, 2024 to the first meter read date after November 30, 2025.
- b. **2025 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing on December 1, 2025 for the NYSEG service territory. The 2025 ESA shall have substantially the same terms outlined in the attached 2025 ESA Template (Attached as Exhibit 1).
- c. **CCA Orders:** Collectively, the February 26, 2015 “Order Granting Petition in Part” issued by the PSC in Case 14-M-0564; the April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-out Program” issued by the PSC in Case 14-M-0224 (the “CCA Framework Order”), which sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation; and the November 15, 2018 “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” issued by the PSC in Case 14-M-0564, which reauthorizes the Sustainable Westchester CCA program under a Master Implementation Plan; the January 19, 2023 “Order Modifying Community Choice Aggregation Programs and Establishing Further Process” issued by the PSC in Case 14-M-0224 (the “CCA Framework Modification Order”), and the Order Modifying Outreach and Education Requirements and Directing Program Evaluation in Case 14-M-0224.

- d. **Community Choice Aggregation Program or CCA Program or Program:** A municipal energy procurement program, which replaces the incumbent utility as the default supplier for all Eligible Consumers within the Participating Municipality, as defined in the CCA Orders.
- e. **Competitive Supplier:** An entity duly authorized to conduct business in the State of New York as an Energy Service Company (“ESCO”) that procures electric power for Eligible Consumers in connection with this CCA Program.
- f. **Compliant Offer:** Electric power supply offer from a Competitive Supplier that meets the requirements specified in this MOU and the 2025 ESA and that is submitted by the lowest responsible bidder, subject to the terms and conditions set forth in the 2025 RFP.
- g. **Default Product:** The product selected by the Municipality for supply to its Participating Customers, unless they take action to select a different product or opt out. The Default Product for the Municipality shall be the [100% | 50%] Renewable Clean Power Product as that term is defined in the 2025 ESA.
- h. **Distribution Utility:** Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Municipality.
- i. **Electric Service Agreement (“ESA”):** An agreement that implements a CCA Program and contains all the terms and conditions of the Program.
- j. **Eligible Customers** – Customers of electricity eligible to participate in the CCA Program, either on an opt-out or opt-in basis, as delineated in the CCA Framework Order and the CCA Framework Modification Order. Competitive Supplier may provide Firm Full-Requirements Power Supply to Eligible Customers who are not Opt-out Eligible Customers at Competitive Supplier’s sole discretion on an opt-in basis. For the avoidance of doubt, all Eligible Customers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality and served by the Distribution Utility, as such boundaries exist on the Effective Date of this ESA.
- k. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester, which has adopted the applicable local legislation for the CCA Program.
- l. **Opt-out Eligible Customers:** Eligible Customers that are eligible for Opt-out treatment as delineated in the CCA Framework Order and the CCA Framework Modification Order. For the avoidance of doubt, Opt-out Eligible Customers shall not include customers that have previously opted-out of the Program.
- m. **Participating Customers:** Eligible Customers enrolled in the Program, including Opt-out Eligible Customers who have been enrolled subsequent to the opt-out process and other customers who have been enrolled after opting in.
- n. **Program Manager:** Sustainable Westchester, a non-profit corporation of which the Participating Municipality is a member.
- o. **Public Service Commission (“PSC”):** The New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the PSC, or any successor state agency.
- p. **Qualifications Review:** A verification of the status of the Competitive Supplier as an electricity supplier in the Distribution Utility’s service territory. A precondition for attaining such status is that Competitive Supplier has met the credit requirements established by the New York Independent Systems Operator.
- q. **2025 RFP:** The request for proposals to suppliers to provide energy to Participating Customers for the 2025 ESA.

3. **Purpose:** The purpose of the Memorandum of Understanding is as follows:

- a. To establish participation by **the Municipality (hereafter, the “Participating Municipality”)** in a Community Choice Aggregation Program (hereafter, the “Program”) that will be managed on its behalf by **Sustainable Westchester, (hereafter, the “Program Manager”)** under the 2025 ESA.
- b. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2025 ESA in the event they execute it.
- c. To affirm that the Participating Municipality and Program Manager agree to execute the 2025 ESA, subject to the conditions of review and approval outlined in 4(c) and 5(a), below.

4. Roles and responsibilities of the Program Manager: As Program Manager, Sustainable Westchester agrees to perform all duties outlined in the 2025 ESA and, prior to execution of that agreement, Program Manager agrees to:

- a. Provide the involved agencies and parties to the CCA Orders, including, but not limited to, the PSC and Distribution Utility, requested information about and documentation of the actions undertaken by the Participating Municipality in furtherance of enabling participation in the Program;
- b. Manage the energy procurement bidding process including:
 - i. the identification and notification of potential firms seeking to be the Competitive Supplier,
 - ii. the collection of indicative pricing and other inputs against which to evaluate the 2025 ESA offers,
 - iii. the preparation of the 2025 ESA,
 - iv. the management of the Request for Proposals (“RFP”) process from preparation of the content to the publication of the RFP and management of firms responding to the RFP,
 - v. the acceptance, secure opening, and review of to the RFP, and
 - vi. the organization of the Qualifications Review, bid evaluation, and selection of a Competitive Supplier, all in a manner that is consistent with this MOU and transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;
- c. Sign the 2025 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2025 ESA by the Qualifications Review, and
 - ii. such Competitive Supplier’s offer is deemed by the Program Manager to be a Compliant Offer as defined in Section 2 above.
- d. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager’s inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities.

5. Roles and responsibilities of the Participating Municipality: The Participating Municipality agrees to:

- a. Sign the 2025 ESA, in a timely fashion, subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2025 ESA by the Qualifications Review, and
 - ii. such Competitive Supplier’s offer is deemed by the Program Manager to be a Compliant Offer as defined in Section 2 above.
- b.

6. Term and Termination: Memorandum of Understanding shall expire on the earlier of December 31, 2025 or the date on which the 2025 ESA is signed by the Participating Municipality, the Program Manager, and the selected Competitive Supplier. Participating Municipality shall have the right to terminate this Memorandum of Understanding for any of the reasons set forth in the Termination section of the 2025 ESA attached hereto as Exhibit 1.

IN WITNESSETH WHEREOF, the Parties have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

City/Town/Village of _____

Authorized Official Name and Title: _____

Signature: _____

Address: _____

Telephone(s): _____

E-Mail Address: _____

Address for Notices: _____

Sustainable Westchester, Inc.

Authorized Official Name and Title: Noam Bramson, Executive Director

Signature: _____

Address: 40 Green Street, Mount Kisco, NY 10549

Telephone(s): (914) 242-4725

E-Mail Address: noam@sustainablewestchester.org

Address for Notices: 40 Green Street, Mount Kisco, NY 10549

Attachments: Exhibit 1, ESA NYSEG 2025 - Clean.docx

Electric Service Agreement

Exhibit 1 to accompany the Memorandum of Understanding
on Community Choice Aggregation

This Electric Service Agreement is by and between the [Municipality],
[Supplier]
and Sustainable Westchester

[remainder of this page is left intentionally blank]

Contents

RECITALS	3
ARTICLE 1 DEFINITIONS	5
ARTICLE 2 RIGHTS GRANTED	10
ARTICLE 3 CUSTOMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT	12
ARTICLE 4 TERM OF CONTRACT AND TERMINATION	14
ARTICLE 5 CONTINUING COVENANTS	16
ARTICLE 6 ROLE OF THE MUNICIPALITY	19
ARTICLE 7 ROLE OF PROGRAM MANAGER	20
ARTICLE 8 PRICES AND SERVICES; BILLING	22
ARTICLE 9 COMPLIANCE WITH THE PSC ORDERS	23
ARTICLE 10 SERVICE PROTECTIONS FOR RESIDENTIAL CUSTOMERS	23
ARTICLE 11 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT	24
ARTICLE 12 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION	24
ARTICLE 13 RESOLUTION OF DISPUTES; CHOICE OF LAW AND FORUM	26
ARTICLE 14 INDEMNIFICATION	26
ARTICLE 15 REPRESENTATIONS AND WARRANTIES	27
ARTICLE 16 INSURANCE	29
ARTICLE 17 REGULATORY EVENT/NEW TAXES	29
ARTICLE 18 MISCELLANEOUS	30
ARTICLE 19 REMEDIES	34
EXHIBIT A – PRODUCTS, PRICES AND TERMS	37
EXHIBIT B - TEMPLATE KWH SALES AND CUSTOMER ACCOUNTS DATA SUMMARY	42
EXHIBIT C - DATA REQUIREMENTS	43
EXHIBIT D - OPTION FOR ALTERNATIVE SUPPLY OF POWER	45

RECITALS

WHEREAS, Sustainable Westchester, Inc. sought approval of a demonstration community choice energy aggregation (“Community Choice”) program in Westchester County in 2014, which would allow local governments to participate in a Sustainable Westchester program to procure energy supply from an Energy Services Company for the residents of the municipalities;

WHEREAS, on February 26, 2015, the Public Service Commission of the State of New York approved implementation of the first Community Choice pilot program in New York State;

WHEREAS, the PSC subsequently issued the order “Authorizing Framework for Community Choice Aggregation Opt-out Program” on April 21, 2016 (the “CCA Framework Order”) enabling Community Choice throughout New York State;

WHEREAS, the Sustainable Westchester Community Choice Aggregation Program (also known as Westchester Power) is intended to include residential and small non-residential customers, and to permit the aggregation of electric purchases by the communities which elect to participate;

WHEREAS, the [Municipality] (“Municipality”) has adopted a Local Law to participate in the Sustainable Westchester Community Choice Program (“Program”) to aggregate customers located within the Municipality and to negotiate competitive rates for the supply of electricity for such customers;

WHEREAS, the Program allows Municipality to solicit competitive bids for the supply of electricity individually or as part of a buying group with other municipal aggregators;

WHEREAS, the Sustainable Westchester Community Choice Program enrolled Participating Customers from an initial group of 20 participating municipalities in April 2016, and additional municipalities have joined in the years since its inception;

WHEREAS, Sustainable Westchester, Inc. has been authorized by the Municipality to act as Program Manager for a Community Choice Program, pursuant to Local Law and Memorandum of Understanding 2025, to issue a request for proposals (“RFP”) to suppliers to provide energy to Participating Customers, and to award supply contracts;

WHEREAS, [SUPPLIER NAME], an entity duly authorized to conduct business in the State of New York as an energy service company (“ESCO”) (the “Competitive Supplier”), desires to provide Full-Requirements Power Supply to customers located within the Municipality, pursuant to the terms and conditions of this Electric Service Agreement (“ESA”);

WHEREAS, the Municipality desires that the Competitive Supplier provide Firm Full-Requirements Power Supply and Consolidated Billing as an alternative to Default Service for Participating Customers within the Municipality;

WHEREAS, Competitive Supplier is willing to provide two distinct electric supply products and two corresponding pricing levels: (1) a 50% Renewable Clean Power Product comprised of the Standard Product plus New York Voluntary Clean Power RECs making up 50% of Participating Customers' electricity usage and price, and (2) a 100% Renewable Clean Power Product comprised of the Standard Product plus New York Voluntary Clean Power RECs making up 100% of Participating Customers' electricity usage and price;

WHEREAS, Municipality has chosen the [100/50]% Renewable Clean Power product as the Default Product for Participating Customers;

WHEREAS, Competitive Supplier agrees to pay a fee to Program Manager;

WHEREAS, Municipality prefers for Competitive Supplier to collect and remit the fees due the Program Manager;

WHEREAS, the local governments that participate in the Sustainable Westchester Community Choice Program, including this Municipality, intend that this Agreement be uniform in form and substance in each instance throughout the Program; and

NOW THEREFORE, IT IS AGREED THAT, Municipality, Program Manager, and the Competitive Supplier hereby enter into this ESA subject to the terms and conditions below.

ARTICLE 1 DEFINITIONS

Capitalized terms that are used but not defined in the body of this ESA, including the Exhibits hereto, shall be defined as set forth in this Article 1. Words defined in this Article 1 that are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

1.1 50% Renewable Clean Power Product – Has the definition set forth in Exhibit A.

1.2 100% Renewable Clean Power Product – Has the definition set forth in Exhibit A.

1.3 Associated Entities – Any and all of the employees, officers, agents, representatives, and independent contractors and subcontractors of the Competitive Supplier or of any of its corporate parents, affiliates, or subsidiaries, which provide goods or services to, or in any way assist, the Competitive Supplier in meeting its obligations under the ESA, but specifically excluding the Distribution Utility.

1.4 Bankruptcy - With respect to a Party, (i) such Party ceases doing business as a going concern, generally does not pay its debts as they become due or admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or other Governmental Rule, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties, or makes an assignment for the benefit of creditors, or said Party takes any corporate action to authorize or that is in contemplation of the actions set forth in this clause (i); or (ii) a proceeding is initiated against the Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other Governmental Rule and such proceeding is not dismissed within ninety (90) days after the commencement of such proceeding, or any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties is appointed without the consent or acquiescence of said Party, and such appointment is not vacated or stayed on appeal or otherwise within ninety (90) days after the appointment, or, within ninety (90) days after the expiration of any such stay, has not been vacated, provided that, notwithstanding the foregoing, the exercise of rights to take over operation of a Party's assets, or to foreclose on any of a Party's assets, by a secured creditor of such Party (including the appointment of a receiver or other representative in connection with the exercise of such rights) shall not constitute a Bankruptcy.

1.5 CCA Orders – Collectively, the February 26, 2015 “Order Granting Petition in Part” issued by the PSC in Case 14-M-0564; the April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-out Program” issued by the PSC in Case 14-M-0224 (the “CCA Framework Order”), which sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation; the November 15, 2018 “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” issued by the PSC in Case 14-M-0564, which reauthorizes the Sustainable Westchester CCA program under a Master Implementation Plan; the January 19, 2023 “Order Modifying Community Choice Aggregation Programs and Establishing Further Process” issued by the PSC in Case 14-M-0224 (the “CCA Framework Modification Order”), and the Order

Modifying Outreach and Education Requirements and Directing Program Evaluation in Case 14-M-0224.

1.6 Commercially Reasonable - Any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence should have been known, at the time the decision was made, would have been expected in the industry to accomplish the desired result consistent with reliability, safety, expedition, project economics and applicable law and regulations, as defined in the Uniform Business Practices or without limitation in additional applicable law and regulations, provided that in no event shall increased costs or economic hardship be an excuse for not performing a Party's obligations under this ESA.

1.7 Community Choice – Municipal electricity procurement program, purchasing supply for the aggregated demand for all Participating Customers within the Municipality.

1.8 Competitive Supplier or Energy Services Company (“ESCO”)– An entity duly authorized to conduct business in the State of New York as an ESCO.

1.9 Consolidated Billing - A billing option that provides Participating Customers with a single bill issued by the Distribution Utility combining delivery and supply charges from the Distribution Utility and Competitive Supplier respectively.

1.10 Default Product – The product selected by the Municipality for supply to its Participating Customers, unless they take action to select a different product or opt out.

1.11 Default Service – Supply service provided by the Distribution Utility to customers who are not currently receiving service from a Competitive Supplier.

1.12 Delivery Term - The period for which prices for Firm Full-Requirements Power Supply have been established, as set forth in Exhibit A.

1.13 Distribution Utility - Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Municipality.

1.14 Electronic Data Interchange (“EDI”) - The exchange of business data in a standardized format between business computer systems.

1.15 Effective Date - The date upon which this ESA has been executed by the Parties (to be determined by the later date if the Parties execute on different dates).

1.16 Eligible Customers – Customers of electricity eligible to participate in the CCA Program, either on an opt-out or opt-in basis, as delineated in the CCA Framework Order and the CCA Framework Modification Order. Competitive Supplier may provide Firm Full-Requirements Power Supply to Eligible Customers who are not Opt-out Eligible Customers at Competitive Supplier's sole discretion on an opt-in basis. For the avoidance of doubt, all Eligible Customers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality and served by the Distribution Utility, as such boundaries exist on the Effective Date of this ESA.

1.17 ESA - This Electric Service Agreement.

1.18 Environmental Disclosure Label – The fuel mix purchased by an ESCO and the related emissions of those fuels compared to a statewide average, which is required to be reported under the DPS’s Environmental Disclosure Program.

1.19 Federal Energy Regulatory Commission (“FERC”) - The United States federal agency with jurisdiction over interstate electricity sales, wholesale electric rates, hydroelectric licensing, natural gas pricing, and oil pipeline rates.

1.20 Firm Full-Requirements Power Supply - The service under which the Competitive Supplier provides all of the electrical energy, capacity, reserves, and ancillary services, transmission services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply at a fixed contract price including all those components regardless of changes in kWh usage or customer grouping during the contract term to Participating Customers at the Point of Sale, other than the cost of transmission and distribution services that are billed through the distribution tariff(s) and provided by the Distribution Utility and/or the NYISO to provide electricity to the Point of Delivery.

1.21 Force Majeure - Any cause not within the reasonable control of the affected Party which precludes that party from carrying out, in whole or in part, its obligations under this ESA, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes, lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by the Municipality may not be asserted as an event of Force Majeure by the Municipality; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil or industrial disturbances or explosions. Nothing in this provision is intended to excuse any Party from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of any Party shall not constitute an event of Force Majeure.

1.22 General Communications - The type of communications described and defined in Article 5.7 herein.

1.23 Governmental Authority - Any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, excluding the Municipality.

- 1.24 Governmental Rule - Any law, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, or similar form of decision of any Governmental Authority having the effect and force of law, including but not limited to the CCA Orders..
- 1.25 kWh, kW - Kilowatt-hour and kilowatt, respectively.
- 1.26 Local Law – A local law or ordinance, adopted by Municipality according to General Municipal Law, which authorizes Municipality to join the Sustainable Westchester Community Choice Program.
- 1.27 Memorandum of Understanding 2025 – Binding agreement between Municipality and Program Manager authorizing Sustainable Westchester to administer the Program.
- 1.28 Newly Opt-Out Eligible Customers – Residential and small commercial customers of electricity that become Opt-out Eligible Customers after the Effective Date, including those that move into Municipality and those who complete or terminate other 3rd party supply contracts and have returned to Default Service, provided these customers have not previously opted out of the Program.
- 1.29 New Taxes - Any taxes not in effect as of the Effective Date enacted by a Governmental Authority or the Municipality, to be effective after the Effective Date with respect to Firm Full- Requirements Power Supply, or any Governmental Rule enacted and effective after the Effective Date resulting in application of any existing tax for the first time to Participating Customers.
- 1.30 Nominal Start Date – December 1, 2025.
- 1.31 NYISO - The New York Independent System Operator, or such successor or other entity which oversees the integrated dispatch of power plants in New York and the bulk transmission of electricity throughout the New York power grid.
- 1.32 Opt-out Eligible Customers - Eligible Customers that are eligible for Opt-out treatment as delineated in the CCA Framework Order and the CCA Framework Modification Order, but shall not include customers in service classes SC8, SC12, and SC13. For the avoidance of doubt, Opt-out Eligible Customers shall not include customers that have previously opted out of the Program.
- 1.33 Participating Customers - Eligible Customers enrolled in the Program, including Opt-out Eligible Customers who have been enrolled subsequent to the opt-out process and other customers who have been enrolled after opting in.
- 1.34 Parties - The Municipality, the Program Manager, and the Competitive Supplier, as the context requires. In the singular, "Party" shall refer to any one of the preceding.
- 1.35 Point of Delivery - The boundary of the Distribution Utility's electricity franchise, or the point at which the Competitive Supplier delivers the power to the Distribution Utility
- 1.36 Point of Sale - The electric meter for each Participating Customer's account, as designated by the Distribution Utility, such that all line loss costs are included in Competitive Supplier price to bring power to the meter.

1.36 Program - Sustainable Westchester Community Choice Aggregation Program.

1.37 Program Manager – Sustainable Westchester, Inc., a non-profit organization comprised of multiple municipalities in Westchester County of which the Municipality is a member, authorized by the PSC to put out for bid the total amount of electricity being purchased by Participating Customers. Program Manager is responsible for Program organization, administration, procurement, and communications, unless otherwise specified.

1.38 PSC or DPS - The New York State Public Service Commission or the New York State Department of Public Service acting as Staff on behalf of the PSC, or any successor state agency.

1.39 Qualifying Regulatory Event-- Implementation of a new, or changes to an existing, Governmental Rule by a Governmental Authority at any time after Competitive Supplier submits its bid response to the RFP associated with this ESA, including without limitation the Distribution Utility's tariffs, market rules, operating protocols and definitions, which have a material effect on the services and transactions contemplated by this ESA. A "change" as used herein includes without limitation any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation. To meet the threshold of being a Qualifying Regulatory Event, the impact of the event must negatively or positively impact the majority of customers in the same service class, but not including a Regulatory Event that applies uniquely to Competitive Supplier. Notwithstanding anything to the contrary in this ESA or the RFP, any changes to the Purchase of Receivables (POR) approved by the PSC shall be deemed a Qualifying Regulatory Event hereunder.

1.40 Regulatory Event-- Implementation of a new, or changes to an existing, Governmental Rule by a Governmental Authority at any time after Competitive Supplier submits its bid response to the RFP associated with this ESA, including without limitation the Distribution Utility's tariffs, market rules, operating protocols and definitions, which have a material effect on the services and transactions contemplated by this ESA. A "change" as used herein includes without limitation any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation.

1.41 Retail Price - As set forth in Exhibit A.

1.42 Service Commencement Date - The date of the first meter read date for Participating Customers on or after the Nominal Start Date, or as soon as necessary arrangements can be made with the Distribution Utility thereafter.

1.43 Standard Product - Firm Full-Requirements Power Supply consisting of the standard generation mix, meeting the minimum Clean Energy Standard for electric power established by New York State. [There is no Standard Product supplied under this ESA because both products detailed in Exhibit A include additional RECs.]

1.44 Term - As defined in Article 4.1.

1.45 Uniform Business Practices – Regulations governing the business practices of utilities

and Energy Services Companies with regards to service, billing, marketing, data, and customer rights, issued by the New York State Public Service Commission (Case 98-M-1343), as may be amended from time to time.

ARTICLE 2 RIGHTS GRANTED

2.1 GENERAL DESCRIPTION AND LIMITATIONS

Competitive Supplier is hereby granted the exclusive right to be the default provider of Firm Full-Requirements Power Supply to Participating Customers pursuant to the terms of this ESA. For the avoidance of doubt, Competitive Supplier shall be authorized to supply Firm Full-Requirements Power Supply only to Participating Customers enrolled in the plan or plans managed by the Program Manager, and the Distribution Utility will continue to have the right and obligation to supply electricity to Eligible Customers who opt-out of the Program and remain on, or return to, Default Service, until changes in law, regulation or policy may allow otherwise.

In accordance with Article 3 below, all Opt-out Eligible Customers shall be automatically enrolled in the Program unless they choose to opt-out or have previously opted out of the Program. In the event the geographic boundaries of the Municipality change during the term of this ESA, Competitive Supplier shall only be obligated to supply Firm Full-Requirements Service to those Participating Customers located within the Municipality as such boundaries existed on the Effective Date of this ESA. As between the Parties, the Competitive Supplier has the sole obligation of making appropriate arrangements with the Distribution Utility, and any arrangements which may be necessary with the NYISO so that Participating Customers receive the electricity supplies to be delivered pursuant to this ESA.

The Municipality shall specifically authorize the Distribution Utility to provide, and Competitive Supplier the right to obtain and utilize as required, all billing and energy consumption information for Participating Customers as is reasonably available from the Distribution Utility. The Distribution Utility fees for the provision of this data shall be paid for by the Supplier. Competitive Supplier shall request consumption data for individual Participating Customers from the Distribution Utility via EDI or other adopted standards such as a secure file transfer protocol. If further action is required by the Distribution Utility to authorize Competitive Supplier to receive such consumption and billing data, the Program Manager, on behalf of the Municipality agrees to use Commercially Reasonable efforts, at Competitive Supplier's cost, to assist Competitive Supplier, if so requested by it, in obtaining such information for Participating Customers, including, without limitation, assisting Competitive Supplier in obtaining permission from such Participating Customers and/or the PSC, where necessary as a prerequisite to the provision of such information.

Competitive Supplier shall not be responsible for any errors that Competitive Supplier or any of its Associated Entities makes in the provision of Firm Full-Requirements Power Supply only to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Distribution Utility; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event. Competitive Supplier shall not be responsible for a delayed or unsuccessful enrollment of a Participating Customer, or de-enrollment, that is a direct result of the Municipality, Program Manager, or Distribution Utility's negligent act or omission or breach of this ESA.

2.2 NO THIRD-PARTY BENEFICIARIES

Except as specifically provided in Article 18.11, this ESA does not and is not intended to confer any rights or remedies upon any person other than the Parties. This ESA facilitates rights under the CCA Orders and Local Law for Eligible Customers to purchase electricity from the Competitive Supplier in accordance with this ESA. The Municipality, or Program Manager in support of the Municipality, has the right, but not the obligation, to advocate on behalf of the Eligible Customers interested in contracting for electric supply and on behalf of all Participating Customers, unless otherwise prevented by law.

2.3 COMPLIANCE WITH LAWS

The Municipality represents that the Local Law has been duly adopted.

Competitive Supplier specifically represents that it has exercised due diligence to review and has fully complied with all relevant regulations, requirements, and orders of the FERC, NYISO, and PSC.

2.4 CONDITIONS PRECEDENT

The Municipality's obligations under this ESA shall be conditioned upon the Competitive Supplier fulfilling the following requirements:

- a) maintain Competitive Supplier's license from PSC (as such term is defined in the Local Distribution Utility's Terms and Conditions for Competitive Suppliers);
- b) execute any appropriate NYISO applications and agreements;
- c) obtain authorization from the FERC to sell power at market-based rates;
- d) complete EDI testing with Distribution Utility;
- e) provide all other documentation required by the Distribution Utility; and
- f) satisfying all insurance requirements set forth in Article 16 or elsewhere in this ESA.

If Competitive Supplier has not fulfilled all such requirements fourteen days prior to the Nominal Start Date, then the Municipality may terminate this ESA without any liability from Municipality to the Competitive Supplier.

2.5 OWNERSHIP AND USE OF ELIGIBLE CUSTOMER DATA

Competitive Supplier acknowledges that: 1) all Eligible Customer data (including addresses, telephone numbers or other identifying information) made available to Competitive Supplier as an agent of Municipality for such data must be protected by the Competitive Supplier and its Associated Entities to the fullest extent possible under the law; 2) the Competitive Supplier does not hold any permanent right, title or interest in this data; and 3) this data is to be obtained, retained and used by the Competitive Supplier and its Associated Entities solely to provide Firm Full-Requirements Power Supply to Participating Customers and to render other services expressly required or permitted under this ESA. Any other use of Eligible Customer data without the prior written consent of the Municipality is strictly prohibited.

Competitive Supplier may share such Eligible Customer data with third-party vendors as

reasonably necessary to accommodate Competitive Supplier's provision of Firm Full-Requirements Power Supply or other performance pursuant to this ESA (including, without limitation, collection of receivables or enhancement of data exchange between the Parties to the extent permitted by applicable Governmental Rules), provided that Competitive Supplier will take reasonable measures to secure the confidential nature of such data and the restrictions set forth in this Article 2.5 and elsewhere in this ESA, and that any vendor or subcontractor is also bound by the terms and conditions of this ESA, especially those regarding data confidentiality and prohibition on non-permitted uses of data through a signed data security agreement, a copy of which will be provided to the Municipality within a reasonable time following Municipality's request. Except as expressly provided in this ESA, and as otherwise permitted by law, Competitive Supplier and its Associated Entities shall not disclose any Eligible Customer data to any third party and Competitive Supplier and its Associated Entities shall take all Commercially Reasonable measures to protect Eligible Customer data from access by, or beneficial use for, any third party. To the extent that the provision of Firm Full-Requirements Power Supply or other services under this ESA requires that Competitive Supplier and its Associated Entities have access to or make use of any Eligible Customer data, Competitive Supplier and its Associated Entities shall treat such Eligible Customer data as confidential information. Competitive Supplier may use Eligible Customer data to engage in direct marketing only during the term of this ESA and subject to the terms set forth in Article 18.2. A violation of this Article 2.5 shall be grounds for termination under Article 4.2(a). Competitive Supplier agrees violation of this Article 2.5 shall constitute irreparable harm.

ARTICLE 3 CUSTOMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

3.1 CUSTOMER CHOICE

The Parties acknowledge and agree that all Participating Customers have the right, pursuant to CCA Orders, Local Law, and the Program, to change their source or product of electricity supply, as set forth in Article 2.1. The Parties represent and warrant to each other that they shall not interfere with the right of Participating Customers to opt-out of the Program, and shall comply with any rules, regulations or policies of PSC, the Distribution Utility and/or other lawful Governmental Authority regarding the procedures for opting out or of switching from one source of electric supply to another. Not inconsistent with the above, however, the Parties may take Commercially Reasonable measures to encourage Participating Customers to affirmatively agree to remain in the Program, consistent with any Governmental Rules.

3.2 NOTIFICATION TO NEWLY OPT-OUT ELIGIBLE CUSTOMERS OF OPT-OUT RIGHTS

Consistent with the requirements of any applicable Governmental Rules, and within a reasonable time after the Distribution Utility notifies Competitive Supplier of the existence of a Newly Opt-out Eligible Customer and has provided to Competitive Supplier such Newly Opt-out Eligible Customer's account number, service and billing address, and other pertinent contact information, Competitive Supplier shall notify such Newly Opt-out Eligible Customer (i) of the date on which such Newly Opt-out Eligible Customer will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing Firm Full-Requirements Power Supply to such Newly Opt-out Eligible Customer as of the same date, subject to the opt-out provisions of the PSC Orders, Local Law, and the Program ("Opt-Out Notice"). The Opt-Out Notice shall be mailed to each such Newly Opt-out Eligible Customer prior to the date of automatic enrollment and shall: (i) prominently state all charges to be assessed by the Competitive Supplier; (ii) at a

minimum, provide a summary of the prices and terms included in Exhibit A; (iii) state how such Newly Opt-out Eligible Customer may opt-out of the Program prior to enrollment and remain on Default Service from the Distribution Utility; and (iv) state how all Participating Customers, subsequent to enrollment, will also have the right to opt-out at any time and return to Default Service or choose a new Competitive Supplier without paying a fee or penalty to Competitive Supplier. All such notices must be approved in advance by the Municipality. The Parties understand that with respect to official communications, time is of the essence.

In providing the notifications set forth in this Article 3.2, and in otherwise conducting the activities in Article 3.4 below, the Competitive Supplier must rely upon information provided to it by the Distribution Utility for the purpose of performing its obligations. Competitive Supplier will not be responsible for any errors in connection with notification of Eligible Customers only to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Distribution Utility or Program Manager; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event.

3.3 CUSTOMER AWARENESS

Upon mutual agreement concerning the content and method, either the Competitive Supplier, Municipality, or Program Manager may conduct customer awareness efforts at its sole expense. Notwithstanding anything to the contrary in this Agreement, Municipality and Program Manager shall be responsible for ensuring approval by the applicable Governmental Authority of the overall content in connection with any consumer awareness efforts, actions or notices, including but not limited to any education, outreach or similarly situated activities regarding the Program or an Eligible Consumer's ability to opt-out of the Program.

3.4 ENROLLMENT

3.4.1 Participating Customers –All Opt-out Eligible Customers as of the Effective Date will be enrolled in the Program, thus becoming Participating Customers, under the terms of this ESA unless there is a delay, through no fault of the Competitive Supplier, in obtaining information from the Distribution Utility or they opt-out during the 30-day period specified in the PSC Orders. Participating Customers may disenroll from the Program at any time thereafter with no fee or penalty. The Municipality shall authorize the Distribution Utility to provide to Competitive Supplier or to an alternative designee of the Program Manager who has agreed in writing to a data security agreement, a list of Participating Customers as of the Effective Date, as well as such Participating Customer's service and billing addresses, and any other information necessary for Competitive Supplier to commence Firm Full-Requirements Power Supply to such Participating Customers as of the Service Commencement Date.

3.4.2 Newly Opt-out Eligible Customers - If Newly Opt-out Eligible Customers elect not to opt-out of the Program as provided in Article 3.2, such Newly Opt-out Eligible Customers will be automatically enrolled by Competitive Supplier in the Program. These Newly Opt-out Eligible Customers electing not to opt out of the Program as provided in Article 3.2 shall be enrolled in the Program as set out in Exhibit A, 4.6, and at a price as defined in Exhibit A. For the avoidance of doubt, Participating Customers that have opted into the Program shall also be enrolled in the Program at a price as defined in Exhibit A. Competitive Supplier shall enroll such Newly Opt-out Eligible Customers and opt-in customers in accordance with applicable PSC and Distribution Utility rules.

3.4.3 Eligible Customers Who Have Previously Opted Out - At any time during this ESA, Eligible Customers who would otherwise be Opt-out Eligible Customers but who have previously opted out of the Program may request that they be enrolled or re-enrolled in the Program. Competitive Supplier shall provide Firm Full-Requirements Power Supply to such Eligible Customers at a price as set forth in Exhibit A. Following mutually agreed upon procedures, the Competitive Supplier is responsible for accurately and promptly transmitting information regarding Eligible Customers, to the Distribution Utility. The Competitive Supplier shall be responsible for enrolling all Eligible Customers through EDI transactions submitted to the Distribution Utility for initial enrollment in the aggregation and all enrollments thereafter. For the avoidance of doubt, Eligible Customers in service classes that are not eligible for opt-out treatment as delineated in the CCA Framework Order and the CCA Framework Modification Order may be enrolled in the Program at Competitive Supplier's discretion.

3.4.4 Customers Served by Third Parties - Customers being served under other competitive supply programs offered by third parties will not be automatically enrolled as Participating Customers under this ESA until such program terminates or is otherwise completed. Competitive Supplier agrees that Eligible Customers with an opt-out eligible service class in the New York State Gas & Electric (NYSEG) territory under such third-party competitive supply programs may affirmatively opt-in at any time and receive Firm Full-Requirements Power Supply, thereby becoming Participating Customers. Competitive Supplier further agrees that customers being served under other competitive supply programs that terminate or are otherwise completed become Newly Opt-out Eligible Customers and may be automatically enrolled as Participating Customers under the CCA Orders in accordance with Article 3.2 above. Eligible Customers who opt-in as provided in this Article 3.4.4 or who enroll following the termination or completion of another competitive supply program offered by a third party shall be enrolled in the Program at the rates reflected in Exhibit A. For the avoidance of doubt, Eligible Customers in service classes that are not eligible for Opt-out treatment as delineated in the CCA Framework Order and the CCA Framework Modification Order may be enrolled in the Program at Competitive Supplier's discretion.

3.4.5 Termination Fees. There shall be no termination fees for any residential, small commercial, or municipal Participating Customers to disenroll from the Program. Competitive Supplier will continue providing Firm Full- Requirements Power Supply until Distribution Utility processes the disenrollment.

ARTICLE 4 TERM OF CONTRACT AND TERMINATION

4.1 TERM

This ESA shall commence on the Effective Date, provided, however, that Competitive Supplier's obligation to provide Firm Full-Requirements Power Supply shall commence on the Service Commencement Date, and shall terminate as delineated in Exhibit A, unless this ESA is terminated earlier under Article 4.2 below ("Term").

4.2 TERMINATION

This ESA may be terminated at any time upon written notice:

a) by the Municipality, or the Competitive Supplier, if the other Party fails to remedy or cure

any breach of any material provision or condition of this ESA (including, but not limited to, Article 2.5 and Article 9), but excluding the failure to provide or arrange for Firm Full-Requirements Power Supply, which is addressed in Article 4.2(f), within sixty (60) days following written notice to do so by the non-breaching party; or

b) by the Municipality, or the Competitive Supplier, if any material provision or condition of this ESA be finally adjudged invalid by any court of competent jurisdiction, or if any Governmental Authority exercises any lawful jurisdiction so as to invalidate or disapprove this ESA in whole or in significant part; or

c) by the Municipality, if a Regulatory Event that is not a Qualifying Regulatory Event affects the Competitive Supplier and Competitive Supplier incurs costs and chooses to allocate and collect excess costs from Participating Customers; or

d) by the Municipality, if a court, PSC or other lawful authority adjudicates contrary to Article 6; or

e) by the Municipality, i) if an order is entered against the Competitive Supplier approving a petition for an arrangement, liquidation, dissolution or similar relief relating to Bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (ii) immediately if the Competitive Supplier shall file a voluntary petition in Bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to Bankruptcy, insolvency or other relief for debtors or shall seek, consent to, or acquiesce in appointment of any trustee, receiver, or liquidation of any of Competitive Supplier's property; or

f) notwithstanding the foregoing, the failure of Competitive Supplier to provide or arrange for Firm Full-Requirements Power Supply to Participating Customers, in the absence of Force Majeure or the Municipality's failure to perform, shall constitute an act of default, and the Municipality may terminate this ESA upon giving written notice and without a cure period. In the event the Competitive Supplier has performed its obligations hereunder and its failure to arrange for or provide Firm Full-Requirements Power Supply is a direct result of actions or non-actions by any transmission service provider, the Distribution Utility, or the NYISO, the Competitive Supplier's failure shall not be deemed to be an act of immediate default and would be subject to remedy or cure as provided in Article 4.2(a).

4.3 OBLIGATIONS UPON TERMINATION

Following termination of this ESA, the Parties shall each discharge by performance all obligations due to any other Party that arose up to the date of termination of the ESA and Competitive Supplier shall continue to have the right to collect all monies due for services rendered to that date.

Upon termination of this ESA, Competitive Supplier shall have all Participating Customers switched back to obtaining supply from the Distribution Utility or another supplier by submitting drop requests of all Participating Customers via EDI or alternative data protocol to the Distribution Utility in a form acceptable to the Distribution Utility. Competitive Supplier shall provide written notice to Program Manager at least sixty (60) days prior to submitting any such Participating Customer drop requests in accordance with Article 4.3, which notice shall include the timing of submission of such requests to the Distribution Utility, that Competitive Supplier intends to be executed before or in anticipation of the termination of this ESA; provided, however, that Competitive Supplier's notice obligation shall not apply to any Participating Customer drop that is initiated by a Participating Customer.

4.4 EXTENSION

The ESA may be extended beyond the termination date established in Article 4.1 by mutual, written agreement of the Parties. Any new pricing terms shall be added to and replace Exhibit A as Exhibit A Extension. Upon any such extension, this ESA shall continue to be in effect, and all provisions of the ESA shall retain the same force and effect as before the extension, unless it is terminated by any Party pursuant to the provisions of Article 4.2 or until the date stated in such extension.

ARTICLE 5 CONTINUING COVENANTS

The Competitive Supplier agrees and covenants to perform each of the following obligations during the term of this ESA.

5.1 STANDARDS OF MANAGEMENT AND OPERATIONS

In performing its obligations hereunder, during the term of this ESA, the Competitive Supplier shall exercise reasonable care to assure that its facilities are prudently and efficiently managed; that it employs an adequate number of competently trained and experienced personnel to carry out its responsibilities; that it delivers or arranges to deliver an uninterrupted supply of such amounts of electricity to the Point of Delivery as are required under this ESA; that it complies with all relevant industry standards and practices for the supply of electricity to Participating Customers; and that, at all times with respect to Participating Customers, it exercises good practice for a Competitive Supplier and employs all Commercially Reasonable skills, systems and methods available.

5.2 CUSTOMER SERVICE ACCESS

The Competitive Supplier agrees to provide, or cause to be provided, certain customer services to Participating Customers. Such services shall be reasonably accessible to all Participating Customers, shall be available during normal working hours, shall allow Participating Customers to transact business they may have with the Competitive Supplier, and shall serve as a communications liaison among the Competitive Supplier, the Municipality, and the Distribution Utility. A toll-free telephone number will be established by Competitive Supplier and be available for Participating Customers to contact Competitive Supplier during normal business hours (9:00 A.M.- 5:00 P.M. Eastern Time, Monday through Friday) to resolve concerns, answer questions and transact business with respect to the service received from Competitive Supplier. To the extent practicable, the Administrator will provide to Municipality, and the Municipality will post program-related information on the Municipality's website which will be available to Participating Customers for general information, comparative pricing, product, and service information, and other purposes.

5.3 RESPONDING TO REQUESTS FOR INFORMATION

To the extent authorized by the Participating Customer(s) and to the extent such individual permission is required by law, the Competitive Supplier shall, during normal business hours (as set forth above), respond promptly and without charge therefore to reasonable requests of the Municipality for information or explanation regarding the matters covered by this ESA and the supply of electricity to Participating Customers, but excluding any confidential or proprietary information of the Competitive Supplier. Competitive Supplier agrees to designate a service representative or representatives (the "Service Contacts") who shall be available for these purposes, and shall identify the email address and telephone number of such representative(s).

Whenever necessary to comply with this Article 5.3, the Service Contacts shall call upon other employees or agents of the Competitive Supplier to obtain such information or explanation as may be reasonably requested. Nothing in this Article 5.3 shall be interpreted as limiting the obligation of the Competitive Supplier to respond to complaints or inquiries from Participating Customers, or to comply with any regulation of PSC regarding customer service.

5.4 ARRANGING FOR FIRM FULL-REQUIREMENTS POWER SUPPLY

Competitive Supplier shall participate in or make appropriate arrangements with NYISO, any relevant regional transmission organization, wholesale suppliers or any other entity to ensure an uninterrupted flow of Firm Full-Requirements Power Supply to the Distribution Utility for delivery to Participating Customers, and exercise all Commercially Reasonable efforts to cooperate with NYISO or any other entity to ensure a source of back-up power in the event that Competitive Supplier is unable to deliver Firm Full-Requirements Power Supply to the Point of Delivery. In the event the Competitive Supplier is unable to deliver sufficient electricity to the grid to serve Participating Customers, the Competitive Supplier shall utilize such arrangements and exercise all Commercially Reasonable efforts as may be necessary to continue to serve Participating Customers under the terms of this ESA, and shall bear any costs it may incur in carrying out these efforts and obligations. Competitive Supplier shall not be responsible to the Municipality or any Participating Customers in the event that, through no fault of the Competitive Supplier or its Associated Entities, the Distribution Utility disconnects, curtails or reduces service to Participating Customers (notwithstanding whether such disconnection is directed by NYISO).

5.5 NON-DISCRIMINATORY PROVISION OF SERVICE

Competitive Supplier shall supply electric energy to the Point of Delivery to all Participating Customers on a non-discriminatory basis; provided, however, that those prices and other terms may vary in accordance with reasonably established service classes (e.g., residential and small commercial as defined by the Distribution Utility) or by such other categories as appear in Exhibit A. To the extent applicable, Competitive Supplier's prices, terms and conditions shall be in accordance with the New York General Laws, the regulations of PSC, and other applicable Governmental Rules or provision of law. To the extent required by law and/or the conditions of any PSC approval of this ESA, the Competitive Supplier may not deny service to an Eligible or Participating Customer for failure to pay the bills of any other electric company (whether engaged in the distribution, transmission, or generation of electricity) or of any other aggregator, marketer or broker of electricity, but may reasonably deny or condition new service, or terminate existing service, based upon any Participating Customer's failure to pay bills from the Competitive Supplier, subject to any applicable provisions of law or applicable PSC orders or regulations. Provision of electric energy supply shall be subject to Competitive Supplier's Standard Credit Policy, to the extent permitted by law, as described in Exhibit A.

5.6 APPROVAL OF GENERAL COMMUNICATIONS

Competitive Supplier shall cooperate with the Municipality in the drafting and sending of messages and information to Eligible or Participating Customers concerning the Program or any matter arising under or related to this ESA. Competitive Supplier shall, prior to sending, whether directly or through its Associated Entities, any direct mail, advertising, solicitation, bill insert,

electronic mail, or other similar written or electronic communication (collectively, "General Communications") to Eligible or Participating Customers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual customer), provide a copy of such General Communication to the Municipality and to Program Manager for its review to determine whether it is consistent with the purposes and goals of the Municipality and Program Manager, except that approval shall not be required for any communications that are standardized by the Governmental Rules or applicable law, in which case they will be considered already approved by all Parties.

The Municipality and Program Manager understand that time is of the essence regarding their review and that Competitive Supplier is dependent on their timeliness to ensure that its obligations are met. The Municipality or Program Manager shall have the right to disapprove such General Communications and suggest revisions if it finds the communication inconsistent with the purposes and goals of the Municipality, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Municipality and Program Manager fails to respond within seven (7) calendar days (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication (a) regarding any emergency situation involving any risk to the public health, safety or welfare; or (b) in the nature of routine monthly or periodic bills, or collection notices, except that any bill insert or message included in such bill not within the scope of (a) above shall require approval. If the Municipality objects to any General Communication on the grounds it is inconsistent with the purposes and goals of the Municipality, the Competitive Supplier, after consultation as provided in this Article 5.6, may nevertheless elect to send such General Communication provided that it: (i) clearly indicates on such communication that it has not been endorsed by the Municipality, and (ii) has previously provided all Participating Customers a meaningful chance to opt not to receive such General Communications. The Municipality may reject or exclude any proposed General Communication that, in its reasonable judgment, is contrary to the interests and objectives of the Program or the Municipality, provided, however, any such right of rejection or exclusion shall not apply to Competitive Supplier's notice to exercise or enforce its rights under the ESA, including but not limited to any notice of Force Majeure or Change in Law.

5.7 COMMUNICATION OF INSERTS AND MESSAGES

Competitive Supplier shall, without increasing the prices reflected Exhibit A, print and mail one letter or postcard per year to all active Participating Customers, the design of which shall be determined by the Municipality or Program Manager. The letter or postcard shall be limited to one page, double-sided, and printed in color with each Municipality's identification. Any additional expenses outside of the limitations set forth above shall be paid by Program Manager.

In addition, Competitive Supplier agrees that if it communicates with Participating Customers directly, and unless prevented for regulatory or other such reasons from doing so, it shall allow the Municipality or Program Manager to include no less than three (3) inserts per year into such communications, provided that the Program Manager or Municipality, where appropriate, pays the cost of printing and reproducing such insert and any incremental postage or handling costs the Competitive Supplier may incur as a result of including such insert. Competitive Supplier shall have the right to disapprove such General Communications (that is communications other than those pertaining to the Municipality's demand-side management, energy efficiency programs and technology, and renewable energy programs, if applicable) and suggest revisions if it finds the communication inconsistent with its business interests, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the

Competitive Supplier fails to respond within seven (7) calendar days after receipt (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication which has been ordered by PSC or any other Governmental Authority to be so communicated. Competitive Supplier shall notify Program Manager at least two (2) weeks before a direct communication to Participating Customers is to be mailed. Program Manager shall provide Program General Communications insert file within seven (7) calendar days of receiving such notice.

Competitive Supplier agrees to allow and facilitate the Program Manager to utilize the supplier messages area of the bill for Program communications; provided, however, Program Manager shall provide a written request to Competitive Supplier of not less than fourteen (14) days, which requests details the message to be included on the bill, and any such message shall be subject to Competitive Supplier's approval, such approval not to be unreasonably withheld.

5.8 AGGREGATE CONSUMPTION INFORMATION AND PARTICIPATING CUSTOMER LISTS

To the extent not prohibited by any Governmental Rule or expressly prohibited by any Participating Customer(s), the Competitive Supplier shall, upon request of the Municipality or of Program Manager, provide aggregate consumption information as the Municipality or Program Manager may request to the extent such information is available to Competitive Supplier. Competitive Supplier shall provide Participating Customer lists in an electronic format, secure transfer mode, frequency and format as set out in Exhibit C, subject to a data security agreement for customers who have not requested that their personal information be denied to Program Manager or to Municipality and subject to all Governmental Rules.

5.9 COMPLIANCE WITH LAWS

The Parties shall promptly and fully comply with all existing and future Governmental Rules of all Governmental Authorities having jurisdiction over the activities covered by this ESA.

5.10 CONSENT

Whenever performance of an obligation of any Party hereto requires the consent or approval of any Governmental Authority, such Party shall make Commercially Reasonable efforts to obtain such consent or approval. In the event the Competitive Supplier requests the Municipality's assistance in obtaining such consent or approval and the Municipality anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine whether it will continue to request the Municipality's assistance, and if so, the Competitive Supplier shall reimburse the Municipality for all costs, up to the estimated dollar amount, reasonably incurred by the Municipality in connection with such efforts.

ARTICLE 6 ROLE OF THE MUNICIPALITY

Under this ESA, the Municipality shall not actually receive, take title to, or be liable for the supply or delivery of Firm Full-Requirements Power Supply in any manner whatsoever. The Parties specifically agree that the role of the Municipality is established under the PSC Orders and Local Law and may include negotiating the terms and conditions under which Firm Full-Requirements Power Supply will be provided by the Competitive Supplier under this ESA. It is

the sole obligation of the Competitive Supplier to arrange for delivery of Firm Full-Requirements Power Supply to Participating Customers. The Parties agree that, with regards to electricity, Municipality is not a “public utility company” or providing any “public utility service” within the meaning of GML 360 and Article 4 of Public Service Law as a result of this ESA. Should a court, PSC, or other lawful authority adjudicate to the contrary, the provisions of 4.2 a) shall apply. However, the Municipality may be considered to be operating a municipal load aggregation plan pursuant to the PSC Orders and Local Law. The Competitive Supplier hereby agrees that it will take no action, whether directly or through its Associated Entities, that would make the Municipality liable to any Participating Customer due to any act or failure to act on the part of the Competitive Supplier or its Associated Entities relating to the delivery, supply of or billing for Firm Full-Requirements Power Supply.

The initial program notification letter **will be delivered at the Competitive Supplier’s expense, with a Business Reply Mail insert to allow Eligible Customers to opt out without postage expense.** Municipality may conduct additional outreach to the community, and will report to Program Manager on their endeavors to inform residents and small commercial customers about the Program. In case of any doubt, Municipality shall retain final control of content related to all such additional communications.

ARTICLE 7 ROLE OF PROGRAM MANAGER

7.1 PROGRAM MANAGER DUTIES

Sustainable Westchester Inc, as Program Manager, agrees to:

- a. Provide the involved agencies and parties, such as but not limited to the PSC or Distribution Utility, requested information about and documentation of the actions undertaken by the Municipality in furtherance of enabling participation in the Program;
- b. Prepare, or cause to be prepared, and provide the Municipality with requested and non-confidential information that the involved agencies and parties, such as but not limited to the PSC or Distribution Utility, provide to the Program Manager in furtherance of establishing the Program;
- c. Upon execution hereof, initiate all the necessary steps to secure the needed information to fulfill the customer notification requirements of the PSC Orders, including but not limited to the following:

File final versions of the customer opt-out letters, after the supply procurement is finalized, that provide details on the Program.

Agreeing to protect that information consistent with the discussion in the body of this Order.

In addition, Program Manager will file any Requests for Proposals, or Requests for Information, and similar documents, as well as any contracts entered into for energy supply as required under relevant Government Rules.

- d. Sign the ESA in a timely fashion including the conditions that the Competitive Supplier is verified to be a qualified electricity supplier by the NYISO in the Distribution Utility’s service territory and the Competitive Supplier’s response to the Energy Procurement Request for Proposals is deemed compliant with the terms and conditions set forth in the ESA;

- e. Provide the Municipality with timely communications content to implement customer notification requirements for approval, not to be unreasonably withheld, given the projected schedule of Program's implementation;
- f. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager's inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities; and
- g. Fulfill any other responsibilities as set forth in this agreement herein.

7.2 PROGRAM MANAGER FEE

Competitive Supplier shall pay Program Manager \$0.00175 for each kWh delivered, invoiced and paid for by Participating Customers during the Term ("Program Manager Fee" or "Fee"). The Parties agree that Competitive Supplier will remit the Program Manager Fee to the Program Manager, pursuant to the terms of this ESA. Competitive Supplier shall pass through such payments to Sustainable Westchester, Inc. for the duration of this ESA. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties.

7.3 PAYMENT OF FEE

Payment to Program Manager will be made monthly by Automated Clearing House ("ACH") (an electronic network for financial transactions) to the account indicated by Program Manager, provided that Competitive Supplier has received payment with respect to the electricity used by the Participating Customers. The Program Manager Fee shall be paid by the last business day of the month based on revenue collected by Competitive Supplier with respect to each Participating Customer during the calendar month two months prior. For example, full payments received in January will be paid by the end of March. If Competitive Supplier has paid a past Fee in error (or the payment was based on information subsequently determined invalid), it may deduct from or add to future payments due under this ESA and provide a sufficiently detailed explanation of the error.

Program Manager shall provide the Municipality with a reasonably detailed accounting not less than annually of the program impact, financial and other, including revenues received and expenses incurred on communication, administration and legal expenses.

7.4 INDEPENDENT CONTRACTOR

The Parties agree that Program Manager is not an agent or employee of Competitive Supplier for any purpose. All expenses which are incurred by Program Manager in connection with this ESA shall be borne wholly and completely by Program Manager. Program Manager shall be responsible for all state, federal, and local taxes, including estimated taxes and social security and employment reporting for Program Manager or any employees or agents of Program Manager.

7.5 AUCTION SERVICE FEE

Competitive Supplier shall, for the duration of this ESA, pay the auction service company, AuctionURenergy LLC ("Auction Service Company"), \$0.00020 for each kWh delivered, invoiced and paid for by Participating Customers during the Term ("Auction Service Fee"). This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the

Parties, subject to the execution of any necessary separate agreement between the Auction Service Company and Competitive Supplier.

Payment to the Auction Service Company shall be made monthly by ACH to the account indicated by the Auction Service Company, provided that Competitive Supplier has received payment with respect to the electricity used by the Participating Customers.

The Auction Service Fee shall be paid by the last business day of the month based on revenue collected by Competitive Supplier with respect to each Participating Customer during the calendar month two months prior. For example, for full payments received from Participating Customers in January the Auction Service Fee associated with those payments will be paid by the end of March. If Competitive Supplier has paid a past Auction Service Fee in error (or the payment was based on information subsequently determined invalid), it may deduct from or add to future payments due to the Auction Service Company and provide a sufficiently detailed explanation of the error.

ARTICLE 8 PRICES AND SERVICES; BILLING

8.1 SCHEDULE OF PRICES AND TERMS

Competitive Supplier agrees to provide Firm Full-Requirements Power Supply and other related services as expressly set forth herein in accordance with the prices and terms included in Exhibit A to this ESA, which Exhibit is hereby incorporated by reference into this ESA.

8.2 OBLIGATION TO SERVE

As between the Parties, Competitive Supplier has the sole obligation to obtain sources of supply, whether from generating facilities owned or controlled by its affiliates, through bilateral transactions, or the market, as may be necessary to provide Firm Full-Requirements Power Supply for all of the Participating Customers under the Program. Competitive Supplier, except as explicitly limited by the terms included in Exhibit A, shall be obligated to accept all Participating Customers, regardless of their location or energy needs provided such Participating Customers are eligible under the applicable regulations and tariffs of the Distribution Utility.

8.3 METERING

The Distribution Utility will be responsible for any metering which may be required to bill Participating Customers in accordance with the Distribution Utility's Terms and Conditions for Competitive Suppliers.

8.4 TERMS AND CONDITIONS PERTAINING TO INDIVIDUAL ACCOUNT SERVICE

8.4.1 Title

Title to Firm Full-Requirements Power Supply will transfer from Competitive Supplier to Participating Customers at the Point of Sale. In accordance with the Distribution Utility's Terms and Conditions for Competitive Suppliers, the Competitive Supplier will be responsible for any and all losses incurred on the local network transmission systems and distribution systems, as determined by the Distribution Utility.

8.4.2 Billing and Payment

Unless otherwise specified in an Exhibit to this ESA, all billing under this ESA shall be based on the meter readings of each Participating Customer's meter(s) performed by the Distribution Utility. Competitive Supplier shall cause the Distribution Utility to prepare and mail bills to Participating Customers monthly. The Competitive Supplier shall adopt the billing and payment terms offered by the Distribution Utility to its Eligible Customers on Default Service. If actual meter data is unavailable, the Competitive Supplier may cause the Distribution Utility to bill based on its good faith estimates of usage. Any overcharge or under-charge will be accounted for in the next billing period for which actual meter data is available.

8.4.3 Regional and Local Transmission

The prices quoted in Exhibit A do not include current and future charges for distribution service costs collected by the Distribution Utility under its distribution service tariff or local transmission costs as may be imposed by NYISO or individual electric utilities that have FERC transmission tariffs. The Competitive Supplier understands that these costs will be collected by the Distribution Utility. If, in the future, Competitive Supplier becomes responsible for such distribution or transmission costs, Competitive Supplier shall be entitled to collect such costs from Participating Customers to the extent permitted by any Governmental Rules. These costs are "pass through" costs as determined by the appropriate regulatory agencies.

8.4.4 Taxes

All sales, gross receipts, excise or similar taxes imposed with respect to the sale or consumption of Firm Full-Requirements Power Supply required to be collected by the Competitive Supplier shall be included on the Participating Customer's bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. For avoidance of doubt, it is understood that the Competitive Supplier shall include gross receipts tax in its preparation of Participating Customers' bills. Participating Customers shall be responsible for all taxes that are customarily imposed upon a purchaser of electricity and are associated with electricity consumption under the ESA. The Parties acknowledge and agree that Participating Customers shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier. For avoidance of doubt, Competitive Supplier shall be responsible for all taxes imposed upon it as a supplier of electricity, including taxes on Competitive Supplier's income.

ARTICLE 9 COMPLIANCE WITH THE PSC ORDERS

Competitive Supplier agrees that it, and its Associated Entities directly or indirectly involved in providing services or meeting the Competitive Supplier's obligations under the ESA, will comply with the applicable provisions of the PSC Orders and any regulations, orders or policies adopted pursuant thereto.

ARTICLE 10 SERVICE PROTECTIONS FOR RESIDENTIAL CUSTOMERS

10.1 UNIFORM BUSINESS PRACTICES COMPLIANCE

Competitive Supplier agrees that it and its Associated Entities directly or indirectly involved in providing services or meeting the Competitive Supplier's obligations under the ESA shall comply with the provisions of the Uniform Business Practices, as applicable to Competitive

Suppliers, and any amendments thereto, notwithstanding any relief from the Uniform Business Practices offered by the PSC to the Program. In addition, the Competitive Supplier and its Associated Entities agree to comply with any code of conduct or policies the PSC may adopt in accordance with the PSC Orders and to all related Orders of Case 14-M-0564 and 14-M-0224 to which the Program Manager is required to adhere, notwithstanding any relief from the Uniform Business Practices offered by the PSC to the Program.

10.2 DESCRIPTION OF SUPPLIER'S PROCEDURES AND SERVICES

The Competitive Supplier shall, no later than ten days after a request from Municipality or Program Manager, provide a written, detailed description of its billing and termination procedures, customer services, confidentiality and related practices and procedures for approval by the Municipality (which approval shall not be unreasonably withheld). Such written description shall also include the Competitive Supplier's plans for protecting the rights and protections of Participating Customers under the Home Energy Fair Practices Act which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures.

If the Participating Customer(s) so permit(s) or to the extent such permission is required by law or the terms of any PSC order with respect to this ESA, the Competitive Supplier agrees to provide notice to the Municipality of any customer complaints received from a Participating Customer, and the Municipality shall have the right, but not the obligation, to participate in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent permitted by PSC regulations and other applicable law. The failure to timely submit such written description, or the submission of practices and procedures which materially fail to comply with PSC regulations and policies, shall be deemed grounds for termination of this ESA, at the discretion of the Municipality after providing written notice of such failure to the Competitive Supplier and allowing the Competitive Supplier sixty (60) days to cure such failure.

10.3 DISPUTE RESOLUTION

In accordance with the Uniform Business Practices, in the event of a dispute regarding an invoice or Competitive Supplier's service, whether directly or through its Associated Entities, under this ESA, a Participating Customer may initiate a formal dispute resolution process by providing written notice to the PSC. The PSC will assist the Parties in reaching a mutually acceptable resolution. If no such resolution is reached within 40 calendar days of receipt of the formal written notice, any Party may request an initial decision from PSC. Parties may appeal this decision.

ARTICLE 11 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

Competitive Supplier agrees that it shall conduct its operations and activities under this ESA in accordance with all applicable state and federal laws regarding non-discrimination in hiring and employment of employees, and will require all Associated Entities to do the same.

ARTICLE 12 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

12.1 POWER SUPPLY INFORMATION

12.1.1 Monthly Report of Sales

Competitive Supplier shall, to the extent permitted by applicable Governmental Rules, provide the Municipality or its agent with the following monthly reports as shown on Exhibit B attached hereto within 30 days of the end of the month:

1. kWh and counts disaggregated by municipality, utility zone, customer type, service class, product
2. Add-Drop report with count of transactions for drop categories Moved, Changed Supplier, Opt-out, Other, and add categories of Opt-in and Newly Eligible.

All reports provided under this 12.1 shall be provided in electronic format.

12.1.2 Customer-Related Data

On and after the Service Commencement Date, Competitive Supplier will maintain customer-related data in electronic form including utility account number, billing name, billing address, service address historical usage, demand, and ICAP (Installed Capacity) data. A violation of this Article 12.1.2 shall be grounds for termination under Article 4.2(a) unless such violation is due to a system or reasonable administrative error and the Competitive Supplier demonstrates to the Municipality's satisfaction that such system or administrative error exists and that the Competitive Supplier is acting in good faith to resolve such issue.

12.1.3 Standard of Care

Competitive Supplier and its Associated Entities shall use all Commercially Reasonable efforts in preparing and providing any information or data required under the ESA. To the extent that Competitive Supplier determines that any information or data provided hereunder is in error, it shall provide corrections to such information or data to the Municipality or its agent within a Commercially Reasonable time.

12.2 POWER SUPPLY REPORT

Competitive Supplier agrees to comply with any current and/or future rules and regulations related to Environmental Disclosure Labels in the State of New York, including the creation of separate labels to reflect renewable CCA products within the Competitive Supplier's portfolio, as well as individual municipal renewable purchases within the CCA program.

Unless the Environmental Disclosure Label requirement is waived by PSC, Competitive Supplier shall present a copy of the current Environmental Disclosure Label annually or as required by the PSC of all Competitive Suppliers to be disclosed to their Participating Customers, which includes information pertaining to Competitive Supplier's power supply and a reasonably detailed description of the sources of Competitive Supplier's power supply used to serve Participating Customers pursuant to this ESA, except to the extent such disclosure would violate any confidentiality obligations of Competitive Supplier.

12.3 BOOKS AND RECORDS

Competitive Supplier shall keep their books and records in accordance with any applicable regulations or guidelines of PSC, FERC, and any other Governmental Authority and generally

accepted accounting principles. The Municipality will have electronic access to any reports mandated by the Securities and Exchange Commission which are available on the Internet "EDGAR" system. Upon reasonable request by the Municipality and at the Municipality's reasonable expense, Competitive Supplier or its Associated Entities shall provide reasonable back up for any charge under this ESA questioned by the Municipality.

12.4 COPIES OF REGULATORY REPORTS AND FILINGS

Upon reasonable request, Competitive Supplier shall provide to the Municipality a copy of each public periodic or incident-related report or record relating to Competitive Supplier's obligations under this ESA and which it files with any New York or federal agency regulating rates, service, compliance with environmental laws, or compliance with affirmative action and equal opportunity requirements, unless the Competitive Supplier is required by law or regulation to keep such reports confidential. Competitive Supplier shall be reimbursed its reasonable costs of providing such copies, if only available in hard copy.

12.5 ADDITIONAL REQUESTS FOR INFORMATION

Upon reasonable request, Competitive Supplier shall provide Program Manager or Municipality with information necessary to comply with the CCA Orders, including but not limited to information concerning Participating Customer complaints and reasons for opting out of the Program. Competitive Supplier shall make Commercially Reasonable efforts to maintain Participating Customer records in a manner that facilitates the Parties compliance with the CCA Orders.

ARTICLE 13 RESOLUTION OF DISPUTES; CHOICE OF LAW AND FORUM

13.1 CHOICE OF LAW AND FORUM

This ESA and the rights of the Parties shall be interpreted and determined in accordance with the laws of the State of New York without respect to conflicts-of-laws principles. Any litigation arising hereunder shall be brought solely in the appropriate federal court in New York or appropriate state court sitting in the New York county in which the Municipality is located, to whose jurisdiction the Parties hereby assent, waiving all objections to venue or forum.

13.2 DISPUTE RESOLUTION

Unless otherwise provided for in this ESA, the dispute resolution procedures of this Article 13.2 shall be the exclusive mechanism to resolve disputes arising under this ESA. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this ESA. Any dispute that arises under or with respect to this ESA that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party(ies) involved in the dispute a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties involved in the dispute. In the event that the parties involved in the dispute cannot resolve a dispute by informal negotiations, the Parties may seek judicial enforcement subject to the provisions of this ESA. Notwithstanding the foregoing, injunctive relief may be immediately sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this ESA.

ARTICLE 14 INDEMNIFICATION

14.1 INDEMNIFICATION BY THE COMPETITIVE SUPPLIER

In addition to any other remedies available to the Municipality at law or equity, and notwithstanding any other provision contained herein, the Competitive Supplier shall indemnify, defend and hold harmless the Municipality and the Program Manager ("Indemnified Parties") and the Indemnified Parties' elected officials, officers, employees, agents, representatives, and independent contractors from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising directly from or in connection with (i) any material breach by Competitive Supplier or its Associated Entities of its obligations, covenants, representations or warranties contained in this ESA and not resulting from the actions (or omissions where there is a duty to act) of the NYISO, Distribution Utility, the Municipality or its employees, or (ii) any action or omission taken or made by the Competitive Supplier or its Associated Entities in connection with Competitive Supplier's performance of this ESA.

14.2 NOTICE OF INDEMNIFICATION CLAIMS

If the Municipality or Program Manager seeks indemnification pursuant to this Article 14, it shall notify Competitive Supplier of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim.

14.3 SURVIVAL

Notwithstanding any provision contained herein, the provisions of this Article 14 shall survive the termination of this ESA for a period of two (2) years with respect to (i) any claims which occurred or arose prior to such termination and (ii) any losses occurring as a result of the termination.

14.4 DUTY TO MITIGATE

Each Party agrees that they have a duty to mitigate damages and covenant that they will use Commercially Reasonable efforts to minimize any damages they may incur as a result of the other Party's performance or non-performance of this ESA.

ARTICLE 15 REPRESENTATIONS AND WARRANTIES

15.1 BY THE COMPETITIVE SUPPLIER

As a material inducement to entering into this ESA, the Competitive Supplier hereby represents and warrants to the Municipality as of the Effective Date that the following are true:

- a) This ESA constitutes a legal, valid and binding obligation of the Competitive Supplier enforceable against it in accordance with the ESA's terms, subject to applicable law, and the Competitive Supplier can and will perform its obligations hereunder to the Municipality in conformance with the terms and conditions of this ESA, subject to bankruptcy,

insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity.

- b) Subject to the conditions set forth in Article 2.4:
- i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary for it to perform its obligations under this ESA;
 - ii) it has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
 - iii) the execution, delivery and performance of this ESA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Governmental Rule applicable to it;
 - iv) no bankruptcy is pending against it or to its knowledge threatened against it;
 - v) none of the documents or other written information furnished by or on behalf of Competitive Supplier to or for the benefit of the Municipality pursuant to this ESA, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and
 - vi) all information furnished by Competitive Supplier in response to the Request for Proposals for competitive electric supply services is true and accurate.

15.2 BY THE MUNICIPALITY

As a material inducement to entering into this ESA, the Municipality hereby represents and warrants to Competitive Supplier as of the Effective Date that the following are true:

- a) This ESA constitutes a legal, valid and binding contract of the Municipality enforceable in accordance with its terms, subject to applicable law, and Municipality will perform its obligations hereunder in conformance with the terms and conditions of this ESA, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;
- b) The execution, delivery and performance of this ESA are within the Municipality's powers, have been or will be duly authorized by all necessary action;
- c) Municipality has all authorizations from local Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due; and
- d) No bankruptcy is pending or threatened against the Municipality;

15.3 BY THE PROGRAM MANAGER

As a material inducement to entering into this ESA, the Program Manager hereby represents and warrants to Competitive Supplier and Municipality as of the Effective Date that the following are true:

- a) This ESA constitutes a legal, valid and binding contract of Program Manager enforceable in accordance with its terms, subject to applicable law, and the Program Manager can and will perform its obligations to the Competitive Supplier in conformance with the terms and

- conditions of this ESA, subject to Bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;
- b) The execution, delivery and performance of this ESA are within Program Manager's powers, have been or will be duly authorized by all necessary action;
 - c) None of the documents or other written information furnished by or on behalf of Program Manager to or for the benefit of the Competitive Supplier pursuant to this ESA, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and
 - d) Program Manager has all authorizations from any local or state Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due; and
 - e) No Bankruptcy is pending or threatened against Program Manager.

ARTICLE 16 INSURANCE

16.1 In order to help support the indemnifications provided in Article 14, and its other promises and covenants stated herein, Competitive Supplier shall secure and maintain, at its own expense, before the Nominal Start Date and throughout the term of this ESA, unless otherwise specified, commercial general liability insurance of at least \$1,000,000 combined single limit and excess liability coverage of at least \$5,000,000 with insurers licensed to do business in the State of New York. Each of the required insurance policies shall be with insurers qualified to do business in the State of New York, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition. In the event the Competitive Supplier's insurance carrier is downgraded to a rating of lower than Best's A-, Competitive Supplier shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-. A certificate that each such insurance coverage is in force and effect, and listing the Municipality as an additional insured on all policies, shall be submitted on or before fourteen days prior to the Nominal Start Date and thereafter whenever renewed or requested by the Municipality. All insurers must be notified that the insurance policies must provide that a copy of any notice of cancellation or non-renewal will be sent to the Municipality.

16.2 With respect to any of the insurance policies provided by the Competitive Supplier pursuant to these requirements which are "claims made" policies, in the event at any time such policies are canceled or not renewed, the Competitive Supplier shall provide a substitute insurance policy with terms and conditions and in amounts which comply with these requirements and which provides for retroactive coverage to the date of the cancellation or non-renewal of the prior "claims-made" policy. With respect to all "claims made" policies which have been renewed, the Competitive Supplier shall provide coverage retroactive to the Nominal Start Date under this ESA. All said substitute or renewed "claims made" policies shall be maintained in full force and effect for three (3) years from the date of the termination of the ESA.

16.3 Competitive Supplier, to the extent required by law, must provide worker's compensation insurance meeting all applicable state and federal requirements.

ARTICLE 17 REGULATORY EVENT/NEW TAXES

17.1 REGULATORY EVENT

If a Regulatory Event occurs, the Parties shall use their best efforts to reform this ESA to give effect to the original intent of the Parties. If despite such best efforts, a Regulatory Event affects Competitive Supplier and Program Manager and Municipality agree that Competitive Supplier is incurring excess costs as a result thereof and agrees that Competitive Supplier may recover such costs, such amount shall be allocated to and collected from Participating Customers on a per kWh basis through applicable monthly invoice(s).

17.2 QUALIFYING REGULATORY EVENT

If a Qualifying Regulatory Event occurs, the Parties shall use their best efforts to reform this ESA to give effect to the original intent of the Parties. If a Qualifying Regulatory Event affects Competitive Supplier and Competitive Supplier incurs excess or reduced costs as a result thereof, such amount shall be allocated to and collected from Participating Customers on a per kWh basis through applicable monthly invoice(s).

17.3 NEW TAXES

If any New Taxes are imposed for which Competitive Supplier is responsible, the amount of such New Taxes shall be allocated to and collected from Participating Customers through applicable monthly invoice(s).

ARTICLE 18 MISCELLANEOUS

18.1 NO ASSIGNMENT WITHOUT PERMISSION

Except in the event of the sale of all or substantially all of its retail electricity business to an entity with credit and service ability to deliver on all facets of this ESA reasonably acceptable to Municipality, Competitive Supplier or Program Manager shall not directly or indirectly assign this ESA or any of its rights, obligations and privileges under this ESA without the prior written approval of the Municipality. Such approval may be denied at the reasonable discretion of the Municipality, including if the proposed assignee does not have the experience and financial ability to fulfill all obligations of the Competitive Supplier or Program Manager in the ESA. Notwithstanding the above, any assignment of this ESA by the Competitive Supplier, whether as the result of the sale of all or substantially all of the Competitive Supplier's business related to this ESA or otherwise, shall be subject to the following requirements: (i) Competitive Supplier shall provide the Municipality with notice of the proposed assignment at least ninety (90) days prior to such assignment; (ii) Competitive Supplier's assignee shall agree in writing to be bound by the terms and conditions of this ESA; and (iii) Competitive Supplier and such assignee shall, at least ninety (90) days in advance of any assignment, reasonably demonstrate to Municipality that assignee has the experience and financial ability to fulfill all obligations of the Competitive Supplier in the ESA. The Municipality or Program Manager may assign this ESA without the prior consent of Competitive Supplier provided that the proposed assignee has at least the same financial ability as the Municipality or Program Manager and such assignment would not materially impair the rights and interests of Competitive Supplier under this ESA. The rights and obligations created by this ESA shall inure to the benefit of, and be binding upon, the successors and permitted assigns of, the respective Parties hereto.

18.2 DIRECT MARKETING

Prior to the introduction of any new product or service which Competitive Supplier may wish to

make available to Participating Customers or other Eligible Customers located within the Municipality, Competitive Supplier agrees to (i) give the Municipality and Program Manager written notice of such new product or service and (ii) subject to the entry into reasonable confidentiality terms to the extent permitted by law and mutually acceptable to the Parties, discuss with the Municipality and Program Manager the possible inclusion of such new product or service in this or another aggregation program undertaken by the Municipality.

Competitive Supplier also agrees not to engage, whether directly or through any of its Associated Entities, in any direct marketing to any Participating Customer that relies upon Competitive Supplier's unique knowledge of, or access to, Participating Customers gained as a result of this ESA. For the purposes of this provision, "direct marketing" shall include any telephone call, mailing, electronic mail, or other contact between the Competitive Supplier and the Participating Customer with the intent to sell a new product or service. Programs of the Competitive Supplier that do not rely on unique knowledge or access gained through this ESA will not constitute such "direct marketing."

Notwithstanding the foregoing, Competitive Supplier shall have no liability for the marketing, offering or provision of products or services through any of its Associated Entities to Participating or Eligible Consumers if all of the following conditions are satisfied:

- 1) Such activity does not suggest, hint or otherwise imply that any marketed product(s) or service(s) is/are associated with Competitive Supplier or the CCA Program;
- 2) Such activity does not use the trade name or trade or service marks of the Competitive Supplier;
- 3) Such activity does not utilize any data obtained by Competitive Supplier obtained in connection with this ESA; and
- 4) Competitive Supplier is not aware of any such activity.

18.3 NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this ESA shall be in writing and addressed to:

If to Competitive Supplier:

[Insert Address]

Attn: [Insert]

With a copy to:
[Insert Address]

If to Municipality:

[Insert Address]

With Copy to:
[Insert]

and if to Program Manager:

Executive Director
Sustainable Westchester Inc
40 Green Street
Mount Kisco, NY 10549

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this ESA; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this ESA; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this ESA. Any party may change its address and contact person for the purposes of this Article 18.3 by giving notice thereof in the manner required herein.

18.4 CHANGES IN EMERGENCY AND SERVICE CONTACT PERSONS

In the event that the name or telephone number of any emergency or service contact for the Competitive Supplier changes, Competitive Supplier shall give prompt notice to the Municipality and the Program Manager in the manner set forth in Article 18.3. In the event that the name or telephone number of any such contact person for the Municipality changes, prompt notice shall be given to the Competitive Supplier and the Program Manager in the manner set forth in Article 18.2. In the event that the name or telephone number of any such contact person for the Program Manager changes, prompt notice shall be given to the Competitive Supplier and the Municipality in the manner set forth in Article 18.3.

18.5 ENTIRE ESA; AMENDMENTS

This ESA constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This ESA may only be amended or modified by a written instrument signed by all Parties hereto, duly authorized to sign such instrument.

18.6 FORCE MAJEURE

If by reason of Force Majeure any Party is unable to carry out, either in whole or in part, its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the Force Majeure, gives the other Party hereto written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If (i) an event of Force Majeure caused by any strikes, lockouts or other industrial disturbances involving Competitive Supplier or its Associated Entities continues for a period of thirty (30) days or longer, or (ii) an event of Force Majeure arising from any other cause continues for a period of one hundred eighty (180) days or longer, any Party may terminate this ESA by sending the other Party a written notice as set forth in Article 4.2; provided, however, that the same shall not constitute a default under this ESA and shall not give rise to any

damages. Additionally, Competitive Supplier shall submit all Participating Customer drops via EDI to the Distribution Utility in accordance with the rules and regulations set forth by the PSC in Case 98-M-0667.

18.7 EXPENSES

Each Party hereto shall pay all expenses incurred by it in connection with its entering into this ESA, including without limitation, all of its attorney's fees and expenses.

18.8 NO JOINT VENTURE

Each Party will perform all obligations under this ESA as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Municipality and the Competitive Supplier hereunder are individual and neither collective nor joint in nature.

18.9 JOINT WORK PRODUCT

This ESA shall be considered the work product of all Parties hereto, and, therefore, no rule of strict construction shall be applied against any Party.

18.10 COUNTERPARTS; DIGITAL SIGNATURES

This ESA may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. Any signature page hereto delivered by facsimile machine or by e-mail (including in portable document format (pdf), as a joint photographic experts group (jpg) file, or otherwise) or by other digital application (e.g., DocuSign or Adobe Sign) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto and may be used in lieu of the original signatures for all purposes.

18.11 WAIVER

No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this ESA shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party(ies) so failing. A waiver of any of the provisions of this ESA shall only be effective with respect to an obligation to the waiving Party and shall only be effective if made in writing and signed by the Party who is making such waiver.

18.12 ADVERTISING LIMITATIONS

Competitive Supplier and Municipality agree not to use, whether directly or through any of its Associated Entities, the name of the other Party, or make any reference to the other Party in any advertising or other information to be distributed publicly for marketing or educational purposes, unless the other Party expressly agrees to such usage; provided, however, that this prohibition shall not prevent Competitive Supplier or Municipality from identifying the other

Party as required under the CCA Orders. Any proposed use of the name of a Party must be submitted in writing for agreement and prior written approval which may be withdrawn through a notice in writing at any time. The Municipality acknowledges that the Competitive Supplier's corporate affiliates own the exclusive right to the trademarked logo and trade name used by Competitive Supplier. No right, license or interest in this trademark and/or trade name is granted to the Municipality hereunder, and the Municipality agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

18.13 PRESS RELEASES

The Parties agree to joint review and approval prior to issuance of all media press releases regarding this Agreement. Approval of press releases will not be unreasonably withheld. The Parties agree to cooperate in good faith prior to the issuance of any formal press release with respect to this ESA, such cooperation to include agreement as to the form, substance and timing of such formal press release.

18.14 HEADINGS AND CAPTIONS

The headings and captions appearing in this ESA are intended for reference only, and are not to be considered in construing this ESA.

18.15 SURVIVAL OF OBLIGATION

Termination of this ESA for any reason shall not relieve the Parties of any obligation accrued or accruing prior to such termination.

18.16 INTERPRETATION

The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. All references to "\$" or "dollars" mean the lawful currency of the United States of America.

ARTICLE 19 REMEDIES

19.1 GENERAL

Subject to the limitations set forth in Article 19.2 below and Article 4, the Parties reserve and shall have all rights and remedies available to each of them at law or in equity with respect to the performance or non-performance of the other Party hereto under this ESA.

19.2 LIMITATIONS OF LIABILITY

NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BY STATUTE, IN TORT OR CONTRACT. Notwithstanding the foregoing, each Party acknowledges that the preceding sentence shall not limit the other Party's rights to seek direct damages or, under Article 14.1, to seek indemnification from Competitive Supplier for consequential, punitive, or

incidental damages described in the preceding sentence or other such losses claimed by third parties.

19.3 DISCLAIMER

COMPETITIVE SUPPLIER MAKES NO WARRANTIES HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

//Signatures Follow//

IN WITNESS WHEREOF, the Parties have caused this ESA to be executed by their duly authorized representatives, as required by the applicable laws of the city, town or municipality and the laws, rules and regulations of the State of New York, as of the respective dates set forth below

COMPETITIVE SUPPLIER –

By:

Name:

Title:

Address:

Dated:

MUNICIPALITY –

By:

Name:

Title:

Address:

Dated:

PROGRAM MANAGER – Sustainable Westchester

By:

Name: Noam Bramson

Title: Executive Director

Address: 40 Green Street, Mount Kisco, NY 10549

Dated:

EXHIBIT A – PRODUCTS, PRICES AND TERMS

- 1. Competitive Supplier shall offer to Eligible Consumers and provide to Participating Customers the following “50% Renewable Clean Power Product” at the prices indicated below:**

Service Class	Fixed price per kWh
Residential & Small Commercial	\$0.#####*

- 2. 100% Renewable Clean Power Product” at the prices indicated below:**

Service Class	Fixed price per kWh
Residential & Small Commercial	\$0.#####*

The Default Product shall be the product selected by the Municipality in this Agreement. The product not selected by the Municipality as the Default Product shall be deemed the Alternative Product for the purpose of this Exhibit A, and Participating Customers may choose between the Default Product or the Alternative Product at the Participating Customer’s sole discretion.

3. FURTHER DEFINITIONS

“**50% Renewable Clean Power Product**” means Firm Full-Requirements Power Supply matched with 50% New York Voluntary EDP Renewable RECs. This 50% Renewable Clean Power Product includes a voluntary purchase of Renewable Energy Certificates (“RECs”), supporting the NY Environmental Disclosure Program that are sourced from New York Voluntary EDP Renewable RECs in an amount equal to 50% of the Participating Customers’ electricity usage including any additional RECs required to account for line loss. This is in addition to Competitive Supplier’s obligation to make REC purchases associated with New York Clean Energy Standard requirements applicable to Competitive Supplier.

“**100% Renewable Clean Power Product**” means Firm Full-Requirements Power Supply matched with 100% New York Voluntary EDP Renewable RECs. This 100% Renewable Clean Power Product includes a voluntary purchase of RECs, supporting the NY Environmental Disclosure Program that are sourced from New York Voluntary EDP Renewable RECs in an amount equal to 100% of the Participating Customers’ electricity usage including any additional RECs required to account for line loss. This is in addition to Competitive Supplier’s obligation to make REC purchases associated with New York Clean Energy Standard requirements applicable to Competitive Supplier.

“**New York Voluntary EDP Eligible RECs**” means the voluntary purchase of Renewable Energy Certificates (“RECs”) which comply with the attribute delivery rules set forth in the New York Generation Tracking System (“NYGATS”) Operating Rules, supporting the NY Environmental Disclosure Program that are sourced from NY EDP Eligible Renewable Resources.

“**NY Public Policy Transmission Project Costs**” means costs or charges imposed by the NYISO

(including without limitation, Work in Progress charges or other related transmission costs not including charges under NY TOTS Project Costs or Ancillary Services And Other ISO Costs) associated with the development of the transmission facilities under the NYISO's Public Policy Transmission Planning Process and in compliance with FERC Order No.1000 (Stats. & Regs 31,323 issued July 2011, as may be amended or modified from time to time during the term of this ESA).

“NY CFC Transmission Costs” means any statewide allocation of costs or charges imposed by the NYISO associated with the development of approved local transmission facilities under the Climate Leadership and Community Protection Act pursuant to the “Order Approving Phase 2 Areas Of Concern Transmission Upgrades” issued by the PSC on February 16, 2023 in Case No. 20-E-0197, as may be amended or modified from time to time during the term of this ESA.

“NY EDP Eligible Renewable Resource” means any electric power generator meeting the NY Environmental Disclosure Program eligibility criteria of a NY renewable energy generating source which comply with the attribute delivery rules set forth in the NYGATS Operating Rules, supporting the NY Environmental Disclosure Program, as of the Effective Date of this Agreement. RECs will be retired for all participants collectively at the Program level.

“NY Environmental Disclosure Program” (also referred to as the "NY EDP Program") means the environmental disclosure program administered by the New York State Department of Public Service, through which load serving entities periodically inform their customers of the fuel source, emissions and other characteristics of the electricity resources supplied to them.

4. TERMS FOR SUPPLY SERVICE

- 4.1. **Period of Delivery.** The period of delivery shall be consistent with the provisions of Article 4 and Exhibit A of this ESA.
- 4.2. **Service Commencement Date.** Firm Full-Requirements Power Supply will commence at the prices and terms stated in this Exhibit A herein as of each Participating Customer's first meter read dates on or after December 1, 2025. Service shall continue until the first customer meter read date on or after December 1, 202# for each Participating Customer unless this ESA is sooner terminated in accordance with Article 4.2 of this ESA.
- 4.3. **Eligible Customer Opt-In or Opt-Out.** Eligible Customers are free to opt-in or opt-out of the Program, or change their product selection. Competitive Supplier shall process such requests by notifying Distribution Utility of such change utilizing established EDI protocols within five (5) business days. There are no fees or charges for Participating Customers to opt-in, opt-out, or change their product selection.
- 4.4. **Service of Newly Opt-out Eligible Customers.** Supplier shall serve Newly Opt-out Eligible Customers, as well as Eligible Customers who opt-in to the Program, who enroll and are enrolled into the Program after the first customer meter-read date referred to above at the prices set forth herein.
- 4.5. **New Customer Refreshes During the Term.** December, April, and August

during the term of this ESA, Competitive Supplier shall perform a refresh or new customer sweep to create a list of Newly Opt-Out Eligible Customers. As a result of any such refresh or sweep performed, Newly Opt-Out Eligible Customers will be automatically enrolled in the Program unless a customer opts out of the Program; provided, however, that no refresh, sweep or enrollment of such Newly Opt-Out Eligible Customers that are part of any refresh or sweep shall occur less than four (4) months prior to the End Date or in the event of termination of this ESA. Competitive Supplier may perform a refresh and enroll Newly Opt-out Eligible Customers outside of the December, April and August periods if mutually agreed to by all the Parties hereunder.

- 4.6. **Competitive Supplier's Standard Credit Policy.** The Competitive Supplier will not require a credit review for any customer participating in the Program, nor will Competitive Supplier require any customer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Customer and return such customer to Default Service in the event that the customer fails to pay to Competitive Supplier amounts past due greater than sixty (60) days.
- 4.7. **Purchase of Renewable Energy Certificates; NYGATS Recording.** Competitive Supplier shall identify the technology and location of the renewable generators that are the sources of the Voluntary RECs for the Default and Alternative Products, as applicable. All New York Voluntary EDP Eligible RECs shall be created and recorded as such in the NYGATS.
- 4.8. **Modifications Due to Regulatory Events:** For the avoidance of doubt, the Parties acknowledge and agree that the following shall be treated as Regulatory Events as set forth herein.
- 4.8.1. **Adjustment in the Event of a Subsidy.** In the event that New York State institutes a subsidy for CCA purchase of RECs after the signing of this ESA that is applicable to all or any portion of the Competitive Suppliers obligations under this ESA, Competitive Supplier shall pass through the full subsidy to Participating Customers in the form of a rate reduction.
- 4.8.2. **Adjustment for NY State Transmission Costs.** Municipality understands that the Fixed Price set forth above includes transmission related charges under the NY TOTS Project Costs, NYPA Transmission Adjustment Cost, and Ancillary Services and other ISO Costs, and that these shall not be subject to pass through adjustments. Municipality further understands that the Fixed Price includes NY Public Policy Transmission (NYPPT) Costs at a rate of \$0.00###/kWh, and that other NY CFC Transmission Costs are unknown at the time of bidding and therefore are not included in the Fixed Price. Competitive Supplier will pass through to Participating Customers any changes relative to the price adjust rate of \$0.00###/kWh, (upward or downward) to NYPPT and NY CFC Transmission costs not excluded from pass through adjustment in this 4.8.2, based on changes in such costs accruing from the Service Commencement Date forecasted through the remainder of term of this ESA, and which will be reflected in a future adjustment. Any such adjustments shall occur once during any calendar

year and Competitive Supplier will provide sufficient documentation, as determined in Competitive Supplier's reasonable discretion, evidencing the factual and regulatory basis for the proposed price change resulting from a change in NY State Transmission Costs; provided, however, that Competitive Supplier shall not be required to disclose non-public, proprietary business information to comply with this requirement.

- 4.8.3. **Adjustment for Changes to Clean Energy Standard.** The Parties agree and acknowledge that the Fixed Price set forth above excludes costs and charges associated with changes to the obligations of New York's Clean Energy Standard ("CES"), including but not limited to CES Tier 4 program costs as described in the "Order Adopting Modifications to the Clean Energy Standard" in case 15-E-0302 dated October 15, 2020, as may be amended or modified from time to time during the term of this Agreement. In the event that changes to such regulations/orders are finalized, such changes shall be deemed a Regulatory Event as that term is defined in this ESA and the Parties agree to amend this Exhibit A to reflect the cost impact of such Regulatory Event. For the avoidance of doubt, adjustments for Tier 1 REC Purchase Obligations are governed by Article 4.9.4, below.
- 4.8.4. **Adjustment for Clean Energy Standard Tier 1 REC Purchase Obligations.** The Parties agree and acknowledge that the Fixed Price set forth above includes Tier 1 REC purchases at a rate of \$0.00##/kWh in anticipation of compliance obligations under the Clean Energy Standard (CES) Tier 1 Renewable Energy Standard. In the event that final obligations established by the State result in a material change to this rate, upward or downward, such changes shall be deemed a Regulatory Event as that term is defined in this ESA and the Parties agree to amend this Exhibit A to reflect the cost impact of such Regulatory Event.
- 4.8.5. For the avoidance of doubt, the Parties agree and acknowledge that the Fixed Price set forth herein includes all costs and charges associated with the Clean Energy Standard, except as set forth in Articles 4.8.3 and 4.8.4, above.
- 4.8.6. The Parties agree and acknowledge that the costs associated with any mailings arising from a rate adjustment will be included in the adjusted rate and are excluded from the above fixed rates.
- 4.9. Competitive Supplier anticipates that the RECs provided hereunder will be generated primarily by hydroelectric facilities, but some portion of the RECs may be generated by wind, solar or other facilities, and except as set forth herein, Competitive Supplier reserves the right to source the RECs from any qualifying NY EDP Eligible Renewable Resource. Each REC represents environmental attributes associated with one MWh of electricity generated by a renewable fuel type defined by NYGATSS Operating Rules, last updated June 2, 2023, but does not include any tax credits, depreciation allowances or third-party subsidies of any kind. Competitive Supplier does not represent or warrant that the RECs purchased hereunder can be used as offsets or otherwise for compliance with any emission reduction or similar program.
- 4.10. In the event that the DPS or other governmental authority determines that a 50% or 100% Renewable Clean Power Product may be provided through the voluntary

purchase of New York Voluntary EDP Eligible RECs in an amount equal to 50% or 100% of the Participating Customers' electricity usage less any then-current Tier 1 REC purchase associated with the Clean Energy Standard requirements applicable to Competitive Supplier in New York, such change shall be deemed a Regulatory Event as that term is defined in this ESA and the Parties agree to amend this Exhibit A to reflect the cost impact of such Regulatory Event.

EXHIBIT C - DATA REQUIREMENTS

To the extent permitted by applicable Governmental Rules, the parties acknowledge that in order for Program Manager and participants to have visibility into their participation with the program, certain data will need to be exchanged, in a regular format, with regular transmission methods and times.

There are three file formats currently in use for this purpose which must be provided by Competitive Supplier to Program Manager, to the extent permitted by any applicable Governmental Rules:

1. Newly_Opt-out Eligible_Customer file - Competitive Supplier will obtain this data from the Utility as set out in 3.4.2 above and the notification mailing is made from the list following procedures described elsewhere in this ESA. The Program Manager requires a matching dataset as defined below in order to perform its duties for customer service during the opt out period.
2. Post-enrollment file* – Weekly, and after the Competitive Supplier sends enrollments to the Utility, either at the beginning of this contract or after a Newly Opt-out Eligible Customer opt out period, the Competitive Supplier will send this file to the Program Manager to update its records.
3. Overnight file* – basic status update for all transactions occurring since the last overnight file.
4. Commission file - Standard practice for aggregation suppliers.

* Competitive Supplier shall use Commercially Reasonable effort to provide the files within the timeframe stated above to support Program Manager’s customer service needs, provided, however, that transmission frequencies for the Post-enrollment file and Overnight file may deviate from those in subsections 2 and 3 above until such time as Competitive Supplier has systems or processes that are fully automated and capable of creating such files, and provided, further, that such files must be shared only to the extent permitted by applicable Governmental Rules.

The abovementioned files should, at minimum, contain the following information:

<u>Newly Opt-out Eligible Customer file</u>	<u>Post-enrollment file</u>	<u>Commission file</u>
Pre-Enrollment ID Customer Name Service Address Service City State Zip Mailing Address Mail City State Zip Customer Classification Rate Category	Pre-Enrollment ID Utility Account Number Meter Read Cycle Account Start Account End Enrollment Issue/Reason Code Municipality Name Contract Start Contract End Rate Class Annual kWh Capacity Tag Capacity Start Date Capacity End Date Billing Name Billing Address Billing State Billing City Billing Zip Enrollment Date (Contract Start Date) Load Zone	Customer Name Service Account Number Invoice Number Contract ID Municipality Customer Class Invoice Date Start Date End Date Earned Date Scheduled Payment Month Usage UDC Code Commission Rate/Amount Commission Payment Lag (Days)

File transfer between the Supplier and Program Manager, or a party designated by Program Manager, shall be by SFTP or other secure mode.

For the avoidance of doubt, nothing in this Exhibit B shall be construed to require Competitive Supplier or Program Manager to violate any applicable Governmental Rules related to data sharing.

EXHIBIT D - OPTION FOR ALTERNATIVE SUPPLY OF POWER

Competitive Supplier shall provide power to Participating Customers, including through the purchase of REC's, throughout the term of this ESA and from sources selected in Competitive Supplier's own discretion. However, Program Manager desires to build or contract with a third party to supply renewable sources of energy (a "Renewable Power Source") after the Effective Date of the Program for the benefit of the Participating Customers or a subset of Participating Customers within the Municipality, should the Municipality elect to do so. Upon completion of any such Renewable Power Source or identification of a third-party Renewable Power Source, the Program Manager may offer to procure or sell output from the Renewable Power Source to Competitive Supplier, either directly or through an Associated Entity, under a separate Power Purchase Agreement ("PPA"). Competitive Supplier may also propose alternative PPA opportunities for a Renewable Power Source, or Program Manager and Competitive Supplier may elect to solicit offers from the free market for like quantities of power, RECs, or capacity.

Program Manager understands and acknowledges that (i) Competitive Supplier shall have no obligation to enter into a PPA during the term of this ESA; and (ii) if Competitive Supplier agrees to enter into a PPA, then completion of a PPA is contingent upon (without limitation) Competitive Supplier's confirmation (in its sole determination) that (a) the terms are in compliance with all rules, laws and regulations; (b) it has internal senior management approval after completion of financial, credit, legal and operation due diligence; and (c) the Parties have executed an amended ESA to incorporate terms of the PPA, including any necessary pricing adjustments agreed to by all Parties. In the event that Competitive Supplier elects not to enter into a PPA as described above and Program Manager enters into a third-party agreement, then the terms of this ESA shall remain unmodified and in full force and effect.

In the event Program Manager identifies output from Renewable Power Source(s) that Program Manager desires to assign to or request that the Competitive Supplier use in the Program, Program Manager will describe whether each product is unit-contingent or smoothed, and Program Manager will describe the projected (if unit contingent) or committed quantity (if smoothed) for RECs, Capacity and/or kWh, including time blocks for the product, if appropriate.

In the event that the Parties elect to enter into a PPA, the Parties agree to negotiate, in a Commercially Reasonable manner, a rate adjustment to Participating Customers to (a) compensate Competitive Supplier (or an Associated Entity) for any losses should Competitive Supplier (or an Associated Entity) need to then sell off any of the original power purchased to supply the Program at a lower price than it purchased it for, or (b) compensate Participating Customers for any gains should Competitive Supplier (or an Associated Entity) then be able to sell off any of the original power purchased to supply the Program at a higher price than it purchased it for. Any such rate adjustment shall only amend or modify the ESA by a written instrument signed by all Parties hereto. For avoidance of doubt, the foregoing does not obligate the Parties to come to an agreement regarding a rate adjustment.

Memo

To: Town Board
From: Steven Conti
Date: 3/31/2025
Re: Financial Advisor Services

I respectfully request authorization for the approval of the attached proposal from Capital Markets Advisors, LLC for debt issuance services.

Based on current market conditions, expanding our reach to numerous financial institutions will achieve lower interest rates for long term debt.



11 Grace Avenue, Suite 308
Great Neck, New York 11021
Phone: 516-487-9815
rtortora@capmark.org

Financial Advisory Services Agreement

This Agreement has been entered into this ____ day of _____, 2025 by and between the Town of Pound Ridge, New York ("Town") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308, New York 11021.

Section 1 Financial Advisory Services

CMA will provide the following services in connection with bond, note and lease financings (the "Issue"), undertaken by the Town during the term of this Agreement.

- 1.01 Discuss plan of financing to include structure for debt issuance, taking into consideration such factors as State Building aid, local resources, market conditions, budget constraints, projected repayment requirements and future capital needs.
- 1.02 Make presentations to the Board and members of the public concerning the debt issuance process, the credit rating process, interest rates and the budget impact resulting from the debt issue, at the Town's request.
- 1.03 Prepare or assist in the preparation of financing documents, as required by the Town, including but not limited to: term sheet, official statement, notice of sale and bid sheet, request for a credit rating, request for municipal bond insurance, DTC Letter of Representations, debt statement and pre-sale or post-sale analysis, if requested.
- 1.04 Recommend alternative financing methods and use of credit enhancement when appropriate.
- 1.05 Maintain relationships with the credit rating agencies, coordinate presentations as needed and conduct presentation preparation as necessary.
- 1.06 Upon the request of the Town, CMA will assist the Town in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, trustee, verification agent and financial printer, if appropriate.
- 1.07 Prepare and maintain a financing schedule, cost of issue for refunding transactions, list of participants, and take such other actions requested by the Town to efficiently manage each Issue in order to meet the Town's objectives.
- 1.08 Participate in the sale of the debt and confirm net interest cost or true interest cost calculation.
- 1.09 Assist with the closing of the Issue and verify receipt of Issue proceeds.
- 1.10 Prepare and file required Continuing Disclosure and material event notices as required by SEC Rule 15c2-12.

Section 2 Compensation

- 2.01 For CMA's performance of services on behalf of the Town as described in Section 1 hereof, CMA's fees, some of which are dependent on an issue closing or its size, will be as follows:
- For bond issues: \$14,500
 - For note issues: \$6,500
 - For capital lease issues: \$6,500 plus \$.50 per \$1,000 of the lease par amount
 - For Full Continuing Disclosure: \$2,600 annually, inclusive of all required Material Event Notices
 - For services unrelated to a bond issuance: billed at an hourly fee of \$195
- 2.02 The Town will pay normal issuance costs such as printing, distribution, postage, photocopying, overnight delivery, bond counsel, rating agency and other associated expenses.
- 2.03 Payment of CMA's compensation is due within 30 days of receipt of CMA's invoice following the closing of the financing.

Section 3 Term of Agreement

The term of this Agreement shall be from the date hereof to December 31, 2026.

Section 4 Responsibilities of Parties

CMA does not assume the responsibilities of the Town, nor the responsibilities of the other professionals and vendors representing the Town, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the Town. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the Town. Information obtained by CMA, either through its own efforts or provided by the Town, included in the financing documents, or otherwise provided to the Town, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by CMA. However, nothing in this paragraph shall relieve CMA from liability due to negligence or want of due diligence in the performance of its services.

Section 5 Required Regulatory Disclosure

Municipal Advisor Regulators

Municipal Securities Rulemaking Board ("MSRB") Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information once each calendar year: (i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange Commission ("SEC"); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB

is www.msrb.org and the website for the SEC is www.sec.gov and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

Conflicts of Interest Disclosure

CMA is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct. MSRB Rule G-42 requires that municipal advisors disclose to their clients any actual or potential material conflict of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist, municipal advisors are required to provide a written statement to that effect.

To the best of CMA's knowledge and belief, neither CMA nor any associated person has any material undisclosed conflict of interest.

- CMA has no financial interest in, nor does CMA receive any undisclosed compensation from, any firm or person that CMA may use in providing any advice, service, or product to or on behalf of any CMA client.
- CMA does not pay contracted MSRB registered solicitors or other MSRB registered municipal advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
- CMA does not receive any payments from a third party to enlist CMA's recommendation of services, municipal securities transactions, or any municipal financial product or service.
- CMA does not have any fee-splitting arrangements with any provider of investments or services to any municipal entity.
- A municipal advisor, including CMA, that is compensated via a contingency fee agreement, has a material conflict of interest arising from compensation for municipal advisory activities performed that are contingent on the size or closing of such transaction for which it is providing advice. This conflict of interest exists if CMA should fail to get paid for its work on a transaction in the event that transaction does not close. Contingency fee agreements are not uncommon or illegal, but the inherent, material conflict of interest that results from such an agreement must be disclosed to the client.
- CMA services a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of other municipal clients. These other clients may, from time to time and depending on specific circumstances, have competing interests, such as accessing the market with the most advantageous timing. In acting in the interests of its various clients, CMA could potentially face a conflict of interest arising from these competing client interests. However, none of these other engagements or relationships would impair CMA's ability to fulfill its regulatory duties to its municipal clients.
- There are no other actual conflicts of interest that could reasonably be anticipated to impair CMA's ability to provide advice to any municipal entity in accordance with the standard of fiduciary conduct.

Information Regarding Legal Events and Disciplinary History Disclosure

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

- CMA's Form MA and Form MA-Is for each of the Firm's Associated Persons are posted in the Edgar Database located on the U.S. Securities and Exchange Commission's website (www.sec.gov).

- CMA has made a legal event disclosure on its Form MA and two Form MA-I's filed with the U.S. Securities and Exchange Commission.

Future Supplemental Disclosures

As required by MSRB Rule G-42, these disclosures may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described, or to provide information with regard to any legal or disciplinary events. CMA will provide its municipal clients with any supplement or amendment as it becomes available throughout the terms of each agreement or contract.

Section 6 Binding Effect

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement.

Section 7 Modification and Termination

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year set forth below.

CAPITAL MARKETS ADVISORS, LLC

TOWN OF POUND RIDGE, NEW YORK

Richard Tortora

Richard Tortora
President

By: _____

Name: _____

Title: _____

CONTRACT ADDENDUM NO. 2022102 - 03

(FY26 Scotts Corners Community Project Funding/Congressional Directed Spending)
DATED: March 18, 2025

TO
Agreement for Professional Services
(Original Agreement No. 2021040 Dated: April 9, 2021)

The original Agreement, between Town of Pound Ridge, Westchester County, New York, the CLIENT and Laberge Engineering & Consulting Group, LTD., is hereby amended as follows:

- 1) LG shall develop a FY2026 Congressionally Directed Spending (CDS) and Community Project Funding (CPF) Request Application to Senator Schumer, Senator Gillibrand and/or Congressman Lawler for a FY2026 Federal Budget Earmark Appropriation to support the water infrastructure project in Scotts Corners.
- 2) LG, with the assistance of the CLIENT will complete the following as needed for the grant applications(s):
 - Prepare sample support letters (if necessary);
 - Based on information provided by the CLIENT prepare grant narratives, budget worksheets and supporting attachments necessary to the submission of the application; and
 - Submit the completed questionnaires by the respective application deadline(s) to up to three Representatives – Senator Schumer, Senator Gillibrand and/or Congressman Lawler.

Client agrees to engage and pay LG as compensation for the services as follows a fee of \$3,000 per project (or \$6,000 for the same project to two or three representatives), plus reimbursable expenses.

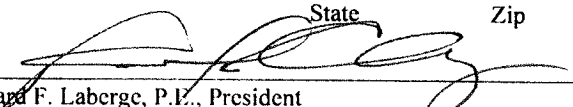
Should the CLIENT require engineering assistance for the development of supporting documentation, LG shall do so at normal hourly rates plus expenses (in addition to grant writing fees). In the event the LG is directed by the CLIENT to stop work on an in-process project, or in the event the CLIENT changes the original project after preparation work has begun, services completed will be billed on an hourly basis not to exceed the above stated amount per application

Town of Pound Ridge
179 Westchester Avenue
Pound Ridge, New York 10576
City State Zip

BY: _____

Print Name: Kevin Hansan Title: Supervisor

LABERGE ENGINEERING & CONSULTING GROUP, LTD.
4 Computer Drive, West
Albany New York 12205
City State Zip

BY: 
Richard F. Laberge, P.E., President

March 18, 2025
VIA EMAIL & MAIL

Kevin Hansan, Supervisor
Town of Pound Ridge
179 Westchester Ave.
Pound Ridge, NY 10576

Re: Professional Grant Services
FY 2026 Community Project Funding
Town of Pound Ridge, New York

Dear Supervisor Hansan,

As you are aware, the Offices of U.S. Senator Kirsten Gillibrand and U.S. Senator Chuck Schumer are now accepting requests for Congressionally Directed Spending (CDS), also known as earmarks or Community Project Funding (CPF) in the House of Representatives, for Fiscal Year 2026. It is anticipated that a similar application request will also be available from Congressman Mike Lawler. While a due date from Congressman Lawler is unknown, it is anticipated to be in the very near future.

The CDS/CPF process is an opportunity for your representatives to place requests to direct federal funding to support local projects, programs, or initiatives that advance community priorities across New York. State, local, and tribal governments as well as non-profit organizations can apply for federal funds to be set aside for specific projects that would benefit from a one-time allocation.

It is our understanding that the Town is considering CDS/CPF funding for potentially two projects, including:

1. Scotts Corner Water Improvements.
2. Fire District Construction Project.

We have evaluated both of these projects and based on eligibility criteria; the Fire District Construction Project is not an eligible project under current available Federal programs. However, we would recommend the Town consider requesting additional funds for the Scotts Corner Water Improvement Project, which is eligible through the State and Tribal Assistance Grants (STAG) offered by the U.S. Environmental Protection Agency (EPA). Based upon our understanding, there is a potential gap in financing for the future water improvements should BIL funding not be secured. It would be our recommendation that this gap be sought after, and should both be secured the Town will have additional funds to address cost increases that are associated with inflation.

US ENVIRONMENTAL PROTECTION AGENCY (EPA)

**Congressionally Directed Spending (CDS) and Community Project Funding (CPF)
State and Tribal Assistance Grants (STAG)**

Funding is provided in the State and Tribal Assistance Grants (STAG) account and is ear-marked for planning, design, construction of drinking water, wastewater, stormwater infrastructure and water quality protection projects by Congress who appropriates these resources for specific projects. Projects are referred by the Senate are identified as Congressionally Directed Spending (CDS) items and those identified by the House of Representatives are identified as Community Project Funding (CPF) items. Collectively, these items are referred as Community Grants (CG) projects and are implemented using the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) framework as a guide. Community Grant projects are required to provide a cost share from non-federal sources unless it is waived by the Environmental Protection Agency (EPA). This year (2026), the cost share amount is 20% of the total grant project cost.

Supervisor Kevin Hansan
March 18, 2025
Page 2 of 4

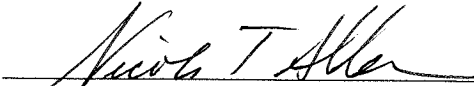
Fees for Service

Our fees to prepare the above components are as follows:

USEPA STAG: *\$3,000 per application (or \$6,000 for the same project submitted to two or three representatives), plus expenses.*

Please let me know if you have any questions regarding these funding sources or recommendations. We can set up a meeting to discuss your needs and strategize funding opportunities.

Very truly yours,
LABERGE GROUP

By: 

Nicole T. Allen, AICP
Director of Planning and Community Development

NTA/DCR:

Enc.

I:\Mktg\Business Development\Government Organizations\P\ound Ridge- Town\Proposals\2025 Grant Services\Letter_Town of Pound Ridge_Grant 2025.docx

Memo

To: Town Board
From: Drifa Segal
Date: 3/17/2025
Re: Perform Printing Invoice

Please authorize the Finance Director to pay the attached Perform Printing invoice.

This is a budgeted item.

CLAIM

TOWN OF POUND RIDGE
POUND RIDGE NY 10576



PURCHASE ORDER NO.:

DATE: 3/12/2025

**CLAIMANT'S
 NAME
 AND
 ADDRESS**

Perform Printing LLC 163 Aviation Rd Queensbury NY 12804
--

VENDOR #:

APPROPRIATION	AMOUNT	VOUCHER #
	\$2,572.23	
TOTAL	\$2,572.23	

DATES	DESCRIPTION OF MATERIALS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT
3/21/2025	2025 Town / County bill forms	5,000		\$837.20
	Art/Composition			\$70.00
	No 10 window envelopes	4000		\$489.64
	No 9 regular return envelopes	2000		\$265.90
	No 9 special window receipt envelopes	3500		\$683.38
	Freight			\$226.11
	* Please see attached documentation			
	PLEASE INCLUDE COPY OF CLAIM FORM WITH REFUND CHECK			
			TOTAL	\$2,572.23

I, _____, certify that the above account in the amount of _____ is true and correct; that the items, services, and disbursements charged were rendered to or for the town on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

_____ date _____ signature _____ title

SPACE BELOW FOR TOWN USE

DEPARTMENT APPROVAL
The above services or materials were rendered or furnished to the town on the dates stated and the charges are correct. 3/12/2025 date
 authorized official

APPROVAL FOR PAYMENT
This claim is approved and ordered paid from the appropriations indicated above. _____ _____

Perform Printing LLC.

163 Aviation Road
Queensbury NY 12804
P 203.512.1474
email:performprinting@yahoo.com

Invoice

Town of Pound Ridge
179 Westchester Ave
Pound Ridge NY 10576
Attn: Drifa Segal

Inv. Date 03/12/2025
Inv. No. WIS.1602
Cust. PO VBL
Terms:Net 20

5000	Pound Ridge 2025 County/Town Tax bills	\$167.44/m	\$837.20
	Art/Composition	\$ 70.00	\$ 70.00
4,000	No 10 window envelopes	\$122.41/m	\$489.64
2,000	No 9 regular envelopes tax return receipt	\$132.95/m	\$265.90
3,500	No 9 special window envelope (receipt)	\$195.25/m	\$683.38
	Freight		\$226.11
	Total Due		\$2,572.23

Town of Pound Ridge

Tel.: 914-764-5511

Fax: 914-764-0102



To: Town Board

From: Andrea Russo

Date: March 26, 2025

Re: Approval to post for part-time Bus Driver for Adult 62+ programs

Respectfully requesting approval to post/recruit for Part-Time Recreation Bus Driver.
Please see attached job description.

Respectfully,

Andrea Russo
Supervisor of Recreation & Parks



TOWN OF POUND RIDGE
PARKS AND RECREATION DEPARTMENT
Andrea Russo, Superintendent of Recreation
Part-Time Bus Driver Needed

The Town of Pound Ridge Recreation Department is looking to hire a part time bus driver for the 14-passenger bus.

Duties of the part-time bus driver:

1. No CDL license required
2. Must be 25+ years old
3. \$25 per hour
4. Call weekly on Tuesdays to adult 62+ Pound Ridge residents to confirm ride for Wednesday shopping.
5. Wednesday mornings pick-up Pound Ridge adult 62+ residents at their houses (9:15 a.m.-11:15 a.m. currently, may change with increased shoppers) start at 9:15 for first pick up. Bring shoppers to local market or different locations. Assist seniors with carrying groceries on and off the bus and into their homes.
6. Possibly 2 Thursdays a month to provide transportation to local senior lunch outings/trips or provide shuttle for senior events.
7. The bus is also used for special town events as a shuttle bus between various locations.
8. For more information contact Andrea Russo, Superintendent of Recreation, email resume: arusso@townofpoundridge.com or call 914.764.3987

MEMORANDUM

To: Town Board
Cc: Jonah Maddock
From: Joshua Hayes
Date: March 27, 2025
Re: Scotts Corners Maintenance

Following the Town Board vote authorizing solicitation of bids for maintenance services in Scotts Corners, bid specs for those services were recently sent to five local landscaping companies and posted to the town website.

Only one timely complete bid was received, from Luppino Landscaping. Luppino is our current provider for Scotts Corners maintenance, and the rates for 2025 show an overall decrease.

The total estimated cost has gone from \$8,800 last year to \$7,510 for 2025.

Please accept Maintenance Supervisor Jonah Maddock's recommendation to award the bid to Luppino Landscaping.

Town Clerk's Office

MEMORANDUM

To: Town Board
From: Erin Trostle
Cc: Vinnie Duffield
Date: March 27, 2025
Re: Sale of cemetery plots

Please authorize the following cemetery plot sales. Both purchasers are former Pound Ridge residents.

<u>Plot(s)</u>	<u>Price</u>	<u>Purchaser(s)</u>
Plot 402-A, Section 3 (one gravesite)	\$1,000	Nina Eisenman 224 Vail Lane, North Salem, NY 10560
Plot 409-A, Section 3 (one gravesite)	\$1,000	Steven R. Powers 91 Main Street, South Salem, NY 10590

CEMETERY PLOT DEED

One Gravesite – Plot #402-A, Section 3

This Indenture, made the 1st day of April in the year of our Lord One thousand and twenty-five between the **TOWN OF POUND RIDGE**, a municipal corporation existing under the Laws of the State of New York, party of the first part, and Nina Eisenman, New York 10560, party of the second part.

WITNESSETH, that the party of the first part, in consideration of One thousand dollars to it paid on behalf of the party of the second part, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to the said party of the second part, her heirs and assigns, the use of the Plot #402-A of land as a place for the burial of the dead in the cemetery of said Town, called "Pound Ridge Cemetery" situated at Pound Ridge, in the County of Westchester; which lots described as Plot #402-A on a certain map entitled "Pound Ridge Cemetery Survey showing Section 3," made by Achille A. Pascale, CE, New Canaan, CT, dated December 18, 1996, and recorded in the office of the Clerk of Westchester County (Division of Land Records) on the 26th day of February, 1997, and known as map number 25894.

TO HAVE AND TO HOLD, the above granted premises to the said party of the second part, her heirs and assigns, forever; subject, however that burial shall be in concrete or metal vault and all foundations for monuments shall be of poured concrete, not less than 42" in depth, and subject to the conditions, restrictions, rules, and regulations heretofore affecting this cemetery or as may be hereafter passed by the Town of Pound Ridge, its successors or assigns, for the government and control of the use of the Plot #402-A hereby hold, and subject also to the Laws of the State of New York relating to the use and ownership of lots and graves in cemeteries created under the Laws of said State. This instrument may not be sold, assigned, conveyed, or transferred to any person, corporation, partnership, or other entity. Unused plots shall be transferable only to the Town of Pound Ridge with the repurchase price in such case to be the original purchase price but in no case less than \$150.00 per plot.

IN TESTIMONY WHEREOF, the said party of the first part has caused this DEED to be signed by its Supervisor and Town Clerk, and its corporate seal to be hereunto affixed, the day and year first above written.

In Presence Of

_____ (LS)
SUPERVISOR Town of Pound Ridge, New York

_____ (LS)
TOWN CLERK Town of Pound Ridge, New York

State of New York }
County of Westchester } ss:
Town of Pound Ridge }

On the 1st day of April, Two thousand and twenty-five, before me came Kevin C. Hansan and Erin Trostle, to me known, who being by me duly sworn, did depose and say that they reside in the Town of Pound Ridge, NY, that they are the Supervisor and Town Clerk respectively of the Town of Pound Ridge, NY, the municipal corporation described in, and which executed, the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the Town of Pound Ridge, NY; and that they signed their names thereto by like order.

Notary Public

CEMETERY PLOT DEED
One Gravesite – Plot #409-A, Section 3

This Indenture, made the 1st day of April in the year of our Lord **One thousand and twenty-five** between the **TOWN OF POUND RIDGE**, a municipal corporation existing under the Laws of the State of New York, party of the first part, and Steven R. Powers, party of the second part,

WITNESSETH, that the party of the first part, in consideration of **One thousand dollars** to it paid on behalf of the party of the second part, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to the said party of the second part, his heirs and assigns, the use of the **Plot #409-A** of land as a place for the burial of the dead in the cemetery of said Town, called "Pound Ridge Cemetery" situated at Pound Ridge, in the County of Westchester; which lots described as **Plot #409-A** on a certain map entitled "Pound Ridge Cemetery Survey showing Section 3," made by Achille A. Pascale, CE, New Canaan, CT, dated December 18, 1996, and recorded in the office of the Clerk of Westchester County (Division of Land Records) on the 26th day of February, 1997, and known as map number 25894.

TO HAVE AND TO HOLD, the above granted premises to the said party of the second part, his heirs and assigns, forever; subject, however that burial shall be in concrete or metal vault and all foundations for monuments shall be of poured concrete, not less than 42" in depth, and subject to the conditions, restrictions, rules, and regulations heretofore affecting this cemetery or as may be hereafter passed by the Town of Pound Ridge, its successors or assigns, for the government and control of the use of the **Plot #409-A** hereby hold, and subject also to the Laws of the State of New York relating to the use and ownership of lots and graves in cemeteries created under the Laws of said State. This instrument may not be sold, assigned, conveyed, or transferred to any person, corporation, partnership, or other entity. Unused plots shall be transferable only to the Town of Pound Ridge with the repurchase price in such case to be the original purchase price but in no case less than \$150.00 per plot.

IN TESTIMONY WHEREOF, the said party of the first part has caused this DEED to be signed by its Supervisor and Town Clerk, and its corporate seal to be hereunto affixed, the day and year first above written.

In Presence Of

(LS)
SUPERVISOR Town of Pound Ridge, New York

(LS)
TOWN CLERK Town of Pound Ridge, New York

State of New York }
County of Westchester } ss:
Town of Pound Ridge }

On the 1st day of April, Two thousand and twenty-five, before me came Kevin C. Hansan and Erin Trostle, to me known, who being by me duly sworn, did depose and say that they reside in the Town of Pound Ridge, NY, that they are the Supervisor and Town Clerk respectively of the Town of Pound Ridge, NY, the municipal corporation described in, and which executed, the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the Town of Pound Ridge, NY; and that they signed their names thereto by like order.

Notary Public

Town Clerk's Office

MEMORANDUM

To: Town Board

From: Erin Trostle

Cc: Terri Pike

Date: March 27, 2025

Re: Special event permit application for Pound Ridge Bake-Off Challenge

Please consider the attached special event permit application from the Pound Ridge Partnership for its annual Bake-Off Challenge, tentatively scheduled for June 14, 2024, at the Village Green from 10:00 am to 1:00 pm. The event would be essentially unchanged from previous years.



SPECIAL EVENT APPLICATION REVIEW

EVENT: 2025 PR Partnership Bakeoff DATE: 6/14 10-1pm

I have reviewed the Special Event Permit Application for the event indicated above.

SIGNATURE:  NAME: Thomas D. Mulcahy, Chief of Police

DEPARTMENT:

- POLICE DEPARTMENT BUILDING DEPARTMENT FIRE DEPARTMENT
 MAINTENANCE DEPARTMENT RECREATION DEPARTMENT EMERGENCY SERVICES
 HIGHWAY DEPARTMENT OTHER (PLEASE SPECIFY): _____

APPROVAL/CONDITIONS:

- APPROVED DISAPPROVED
 APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

Similar to previous Bakeoff events. Patrols working during the event will make periodic checks of
Event – there was no need for additional officers to be assign to this event last year.

FOR TOWN DEPARTMENTS ONLY:

STAFFING NEEDED: _____	STAFFING COST: _____	\$ 0
EQUIPMENT NEEDED: _____	EQUIPMENT COST: _____	\$
OTHER COST ITEMS: _____	OTHER COST: _____	\$
	TOTAL COST: _____	\$ 0

Please return completed review forms to the Town Clerk (townclerk@townofpoundridge.com).



SPECIAL EVENT PERMIT APPLICATION

APPLICANT INFORMATION

The **applicant** is the individual, group, or entity organizing the event. Examples of applicant **type** include nonprofit organization, town board or commission, school club, etc.

Applicant Name:	Pound Ridge Partnership
Applicant Type:	nonprofit organization
Address:	Pound Ridge Partnership, PO Box 402, Pound Ridge, NY 10576
Mailing Address:	same
Phone Number:	(914)715-4107
Email Address:	terripike@poundridgepartnership.org

EVENT INFORMATION

In addition to indicating event **type** (eg, street fair, festival, road race, parade, concert, etc.), please provide a detailed event description. Examples of event **purpose** include fundraising, promoting awareness, providing education, building community spirit, promoting local businesses, etc. ***If the event is a fundraiser, the purpose should include information about how the resulting funds will be used.*** Identify all locations where event activity will take place, including parking.

Event Name:	Pound Ridge Bake Off Challenge
Event Type:	Baking Contest
Description:	Annual baking contest for adults and kids
Purpose:	Build community spirit through old-fashioned fun highlighting bak

Event Date:	June 14, 2025	Alternate Date:	none
Event Start Time:	10:00 A.M.	Event End Time:	1:00 P.M.
Setup Start Time:	tent the day prior, d	Setup End Time:	9:00 A.M.
Takedown Start:	2:00 P.M.	Takedown End:	tent removed 6/16

Location(s):	The Green, Business District		
On private property?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Parking location(s):	Business District, back lots		
On private property?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Road closure(s) requested:	none
Closure times requested:	

Admission fee?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Parking fee?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

VENDORS/LICENSES

Will the event include food and/or beverage vendors?		
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Number, if any:
Will any food or beverages be served without charge in conjunction with the event?		
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Will the event include non-food vendors?		
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Number, if any:
Will the event include alcoholic beverage vendors?		
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Number, if any:
Will any alcohol be served without charge in conjunction with the event?		
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Will the event include gambling of any kind?		
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Please note that it is the applicant's responsibility to ensure that any vendors have all required licenses and/or permits.

CONTACTS

Primary Contact Name:	Terri Pike		
Cell Phone Number:	(914)715-4107	Email Address:	terripike@poundridgepartn
Event Day Contact Name:	same		
Cell Phone Number:	same	Email Address:	same
Weather Contact Name:	same		
Cell Phone Number:	same	Email Address:	same

Note that the weather contact person must be on site throughout the event, and also that it is the responsibility of the organizer to communicate postponements and cancellations to the public.

Please indicate how decisions regarding postponement or cancellation will be made, and how you will respond if sudden severe weather develops while the event is in progress:

We will use the tent for audience, participants and judges if it rains. If severe weather requires

LOGISTICS

CROWD MANAGEMENT		
Anticipated attendance:	50 or less	
Describe crowd control plan:	none needed	
Describe perimeter control plan:	confined to The Green, see map	
Emergency services present?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Will event be ADA compliant?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

VOLUNTEERS	
Indicate number of volunteers:	15
Describe role(s) of volunteers:	check-in, serving judges, tallying ballots, clean-up

SANITATION/GARBAGE		
Portable toilets provided:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If so, how many?	1	
Garbage/recycling bins provided?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Describe garbage/recycling plan:	Partnership will separate, provide bins and remove after event	

NEIGHBORHOOD IMPACT/NOTIFICATION		
Will there be noise impacts?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Will there be amplified music?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Will there be light impacts?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Have neighbors been notified?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

STRUCTURES/SAFETY		
Tents or canopies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe:	20x 20 tent rental	
Stage or other structures?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please describe:		
Fireworks or open flame?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please describe:		

UTILITIES		
Water access needed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please describe:	we provide drinking water	
Electricity needed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe:	we plug in microphones to outlet on The Green	
WiFi access needed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please indicate # of users:	3	

PROMOTION		
Banner permission requested?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please indicate location and dates:	Business District, near The Green	
Other signage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe:	lawn signs in Pound Ridge and participating towns: Bedford	

TOWN RESOURCES		
Town bus needed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please indicate time:		
Barricades or cones needed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please specify:		
Other town-owned property needed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please specify:		

OUTSIDE RESOURCES		
Outside bus transportation?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please describe:		
Outside parking assistance?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please describe:		
Other outside resources?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please describe:		

SUPPORTING DOCUMENTS

MAPS/PLANS

<u>Event Site Plan</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------	---	-----------------------------

The Event Site Plan should include locations of the following if applicable: stages/tents, power/water sources, portable toilets, accessible toilets, medical aid locations, admission sales area, alcohol sales/services, pedestrian pathways, entrances/exits, vendors/riders.

PLEASE ATTACH

<u>Parking/Traffic Plan</u>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
-----------------------------	------------------------------	--

The Parking/Traffic Plan should include locations of the following if applicable: road closures, traffic patterns, bus routes/stops, parking payment area, attendee parking, accessible parking, vendor parking, volunteer parking.

* PLEASE ATTACH*

LEGAL DOCUMENTS

Insurance Certificate(s)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
--------------------------	---	-----------------------------

Indemnity Agreement(s)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------	---	-----------------------------

Permits/Licenses (other than for vendors)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
---	------------------------------	--

Please note that it is the applicant's responsibility to obtain insurance naming the town as an additional insured.

DEPOSIT/FEEES

Damage Deposit Paid (Indicate Amount):		
Waiver Requested:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Application Fee Paid (Indicate Amount):		
Waiver Requested:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

ENDORSEMENT

I certify that I have reviewed all application materials, and that the information contained therein is, to the best of my knowledge, accurate and truthful.

I understand that Town Board approval of my application does not constitute a permit; that if the application is approved, I must meet any and all conditions specified by the Town Board for a permit to be issued, and to remain valid. Furthermore, that under no circumstances may the event take place unless and until a permit has been issued.

X

Terriann Y. Pike

(Printed Name)

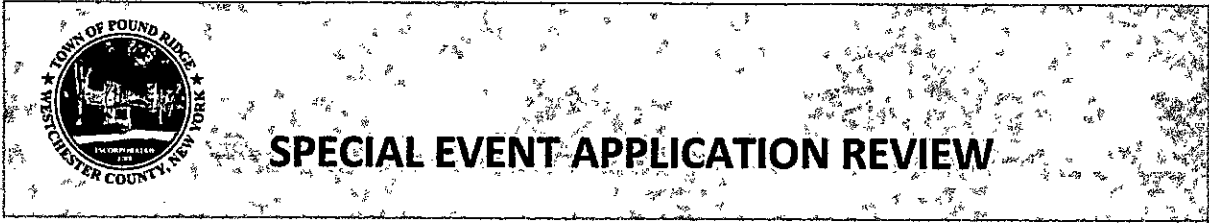
March 14, 2025

(Date)

MEMORANDUM

To: Town Board
From: Erin Trostle
Cc: Terri Pike; Sharbari Bose Kamat
Date: March 27, 2025
Re: Special event permit application for 2025 Color Run

Please consider the attached special event permit application from the Pound Ridge Partnership, working in collaboration with the Human Rights Advisory Committee. The 2025 Color Run, which is essentially unchanged from previous years, is tentatively scheduled for June 1. The event organizers have consulted with the Police Chief; his recommendations are attached.



EVENT: Color Run 5K 6/1/25 DATE: 3/25/2025

I have reviewed the Special Event Permit Application for the event indicated above.

SIGNATURE: *Thomas D. Mulcahy* NAME: Thomas D. Mulcahy, Chief of Police

DEPARTMENT:

- POLICE DEPARTMENT
- BUILDING DEPARTMENT
- FIRE DEPARTMENT
- MAINTENANCE DEPARTMENT
- RECREATION DEPARTMENT
- EMERGENCY SERVICES
- HIGHWAY DEPARTMENT
- OTHER (PLEASE SPECIFY): _____

APPROVAL/CONDITIONS:

- APPROVED
- DISAPPROVED
- APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

Color Run follows last year's format so PD will coordinate with Highway for necessary barriers and cones.
Request was made to secure 9 officers from the Westchester County Emergency Force just need to
Modify date from 6/8 to 6/1
Police Department staffing will be at same level as last year and as reflected in 2025 budget.
Tour for Police Personnel- 0800 x 1200 except those needed for cone/barricade set up and supervisor
Police Department will provide Traffic Advisory and Messaging to advise of traffic impacts along 5k route
*** Event Organizers need to make clear to participants that 5K route is a timed run and that all walkers and
Fun runners need to follow alternate route on bike path at Town Park, clear division for runners at start ***

FOR TOWN DEPARTMENTS ONLY:

STAFFING NEEDED:	<u>1 supervisor & 5 officers</u>	STAFFING COST:	<u>\$1857.32</u>
EQUIPMENT NEEDED:	_____	EQUIPMENT COST:	<u>\$</u>
OTHER COST ITEMS:	_____	OTHER COST:	<u>\$</u>
		TOTAL COST:	<u>\$1857.32</u>

Please return completed review forms to the Town Clerk (townclerk@townofpoundridge.com).



SPECIAL EVENT PERMIT APPLICATION

APPLICANT INFORMATION

The **applicant** is the individual, group, or entity organizing the event. Examples of applicant **type** include nonprofit organization, town board or commission, school club, etc.

Applicant Name:	Pound Ridge Partnership
Applicant Type:	nonprofit organization
Address:	Pound Ridge Partnership, P.O. Box 402, Pound Ridge, NY 10576
Mailing Address:	same
Phone Number:	(914)715-4107
Email Address:	terripike@poundridgepartnership.org

EVENT INFORMATION

In addition to indicating event **type** (eg, street fair, festival, road race, parade, concert, etc.), please provide a detailed event description. Examples of event **purpose** include fundraising, promoting awareness, providing education, building community spirit, promoting local businesses, etc. ***If the event is a fundraiser, the purpose should include information about how the resulting funds will be used.*** Identify all locations where event activity will take place, including parking.

Event Name:	Color Run
Event Type:	
Description:	Presented in collaboration with Pound Ridge Human Rights Acti
Purpose:	The Color Run unifies community incorporating the Holi celebrati

Event Date:	6/1/25	Alternate Date:	none needed
Event Start Time:	9:00 A.M.	Event End Time:	10:00 A.M.
Setup Start Time:	8:00 A.M.	Setup End Time:	9:30 A.M.
Takedown Start:	12:00 P.M.	Takedown End:	1:00 P.M.

Location(s):	PRES for starting, see map of route ending in Business District by		
On private property?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Parking location(s):	Town Park		
On private property?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Road closure(s) requested:	yes
Closure times requested:	see schedule attached

Admission fee?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Parking fee?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

VENDORS/LICENSES

Will the event include food and/or beverage vendors?		
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Number, if any:
Will any food or beverages be served without charge in conjunction with the event?		
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Will the event include non-food vendors?		
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Number, if any:
Will the event include alcoholic beverage vendors?		
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Number, if any:
Will any alcohol be served without charge in conjunction with the event?		
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Will the event include gambling of any kind?		
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Please note that it is the applicant's responsibility to ensure that any vendors have all required licenses and/or permits.

CONTACTS

Primary Contact Name:	Terri Pike		
Cell Phone Number:	(914)715-4107	Email Address:	terripike@poundridgepartn
Event Day Contact Name:	Sharbari Kamat		
Cell Phone Number:	(917)626-2574	Email Address:	sharbari.kamat@gmail.com
Weather Contact Name:	James Best		
Cell Phone Number:	(914)391-8182	Email Address:	jbest@poundridgepartners

Note that the weather contact person must be on site throughout the event, and also that it is the responsibility of the organizer to communicate postponements and cancellations to the public.

Please indicate how decisions regarding postponement or cancellation will be made, and how you will respond if sudden severe weather develops while the event is in progress:

No rain date. If severe weather is forecast, event will be cancelled and registrants notified. P

LOGISTICS

CROWD MANAGEMENT

Anticipated attendance:	100	
Describe crowd control plan:	Will coordinate with PR police for Westchester Avenue pres	
Describe perimeter control plan:		
Emergency services present?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Will event be ADA compliant?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

VOLUNTEERS

Indicate number of volunteers:	approximately 20
Describe role(s) of volunteers:	set up and man refreshment table and water stations, photo

SANITATION/GARBAGE		
Portable toilets provided:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If so, how many?	1	
Garbage/recycling bins provided?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Describe garbage/recycling plan:	PRP bins for separation. PRP will remove at clean up	

NEIGHBORHOOD IMPACT/NOTIFICATION		
Will there be noise impacts?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Will there be amplified music?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Will there be light impacts?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Have neighbors been notified?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

STRUCTURES/SAFETY		
Tents or canopies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe:	PRP tent, 10x10	
Stage or other structures?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please describe:	microphone at PRP tent at finish line	
Fireworks or open flame?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please describe:		

UTILITIES		
Water access needed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please describe:		
Electricity needed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe:	for microphone, at finish line at PRP tent	
WiFi access needed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please indicate # of users:	3+ for communication with race timers	

PROMOTION		
Banner permission requested?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please indicate location and dates:	Over Westchester Avenue, 5/23-6/2	
Other signage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe:	Lawn signs in Pound Ridge and neighboring communities	

TOWN RESOURCES		
Town bus needed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please indicate time:	see schedule: from parking to PRES and Town after finish	
Barricades or cones needed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please specify:	for runner safety	
Other town-owned property needed?	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please specify:	PRES: Dr Bell has approved date, will submit request to B	

OUTSIDE RESOURCES		
Outside bus transportation?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please describe:		
Outside parking assistance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe:	Color Run parking	
Other outside resources?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe:	Race- timer company	

SUPPORTING DOCUMENTS

MAPS/PLANS

<u>Event Site Plan</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------	---	-----------------------------

The Event Site Plan should include locations of the following if applicable: stages/tents, power/water sources, portable toilets, accessible toilets, medical aid locations, admission sales area, alcohol sales/services, pedestrian pathways, entrances/exits, vendors/riders.

PLEASE ATTACH

<u>Parking/Traffic Plan</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
-----------------------------	---	-----------------------------

The Parking/Traffic Plan should include locations of the following if applicable: road closures, traffic patterns, bus routes/stops, parking payment area, attendee parking, accessible parking, vendor parking, volunteer parking.

* PLEASE ATTACH*

LEGAL DOCUMENTS

Insurance Certificate(s)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
--------------------------	---	-----------------------------

Indemnity Agreement(s)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------	---	-----------------------------

Permits/Licenses (other than for vendors)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
---	------------------------------	--

Please note that it is the applicant's responsibility to obtain insurance naming the town as an additional insured.

DEPOSIT/FEES

Damage Deposit Paid (Indicate Amount):		
--	--	--

Waiver Requested:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-------------------	------------------------------	-----------------------------

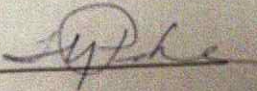
Application Fee Paid (Indicate Amount):		
---	--	--

Waiver Requested:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-------------------	------------------------------	-----------------------------

DORSSEMENT

I certify that I have reviewed all application materials, and that the information contained therein is the best of my knowledge, accurate and truthful.

I understand that Town Board approval of my application does not constitute a permit, that if the application is approved, I must meet any and all conditions specified by the Town Board for a permit to be issued, and to remain valid. Furthermore, that under no circumstances may they take place unless and until a permit has been issued.

X 

Terriann Pike

March 18, 2025

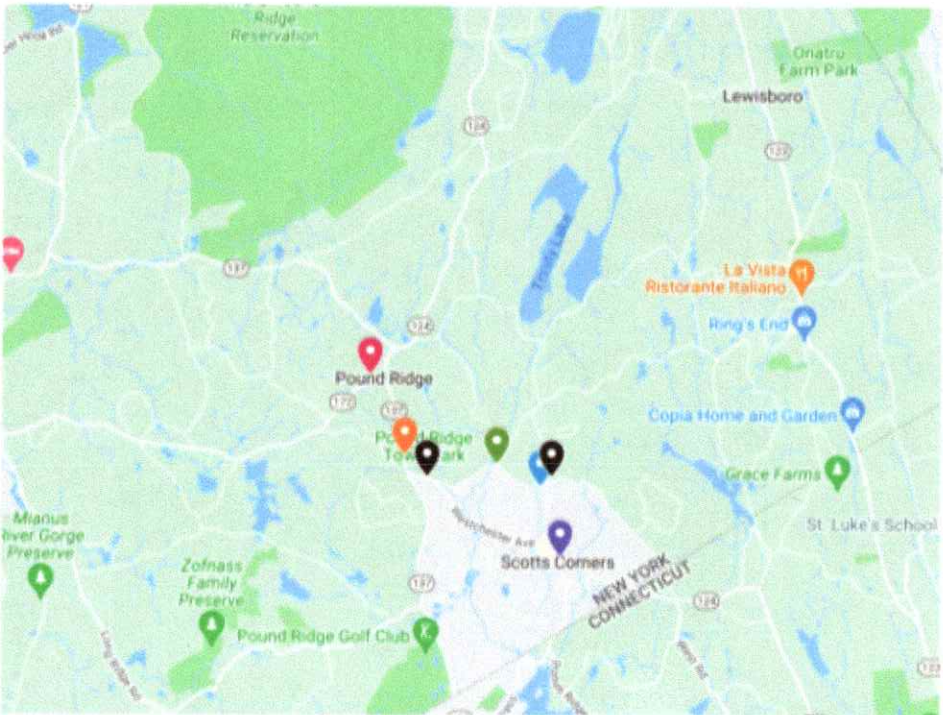
Pound Ridge Color Run | Color and Water Stations

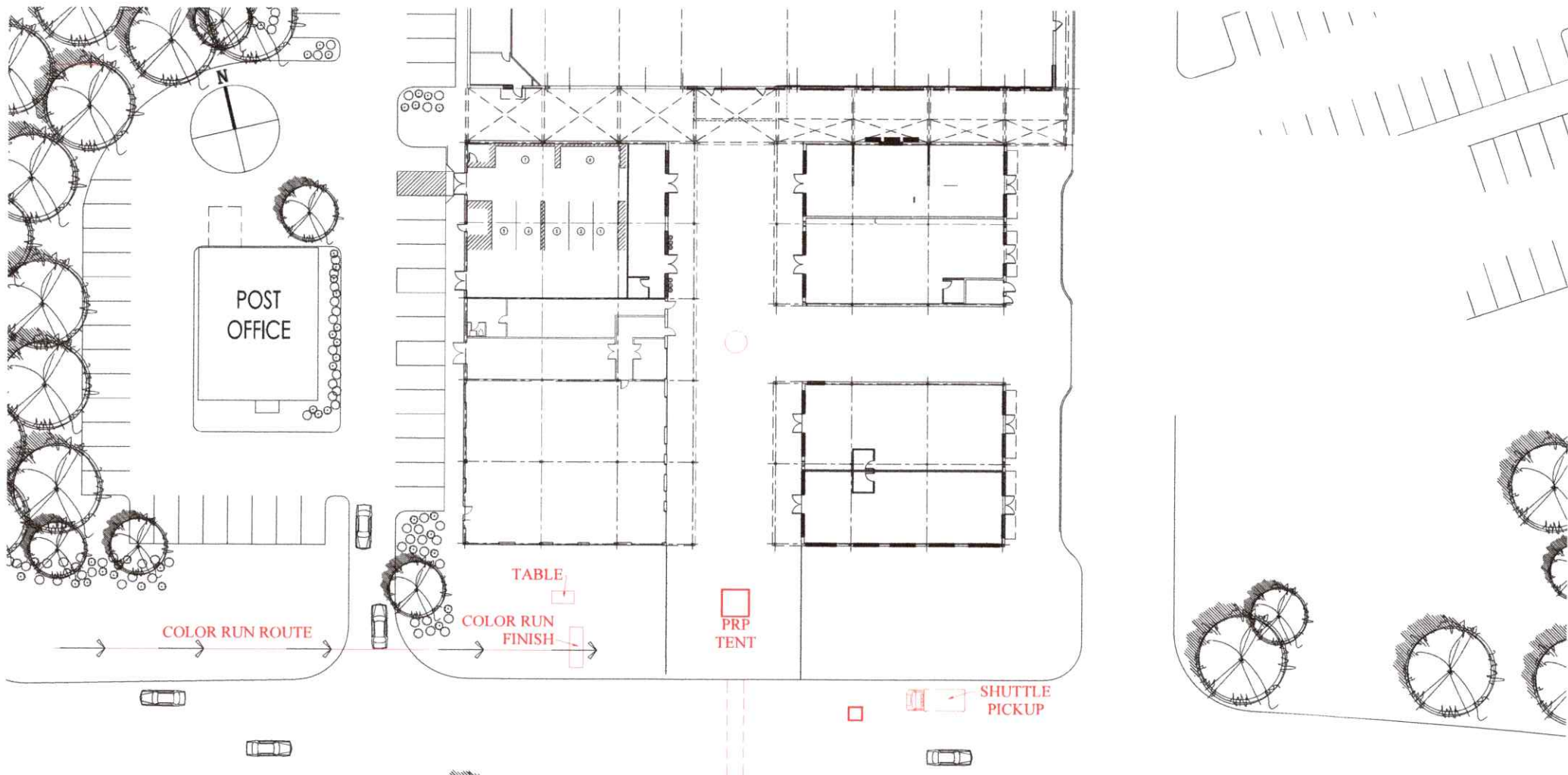
Color Stations

- 1 Red: Pound Ridge Elementary
- 2 Orange: Pound Ridge Town Park
- 3 Green: Fancher & Eastwoods
- 4 Blue: Civetta House (85 Fancher)
- 5 Purple: The Market/Scotts Corners

Water Stations

- 1 Water: Pound Ridge PD
- 2 Water: Gabnel House (61 Trinity)





SITE PLAN

COLOR RUN 2025
55 WESTCHESTER AVE

Town Clerk's Office

MEMORANDUM

To: Town Board
From: Erin Trostle
Date: March 27, 2025
Re: State matching funds for participation in shared services initiative

The County-Wide Shared Services Initiative (CWSSI) was established in 2018 to generate property tax savings by facilitating cooperation and collaboration among local government entities. Counties with approved CWSSI plans are eligible to apply to the state for a one-time match of the net savings resulting from the implementation of those plans. The attached match guidance document provides detailed information about the initiative.

One element of Westchester County's CWSSI plan is the Real-Time Crime Unit (RTC), which is an information and intelligence hub connecting more than 100 law enforcement agencies. As an RTC participant, the Town of Pound Ridge is eligible to receive \$17,040.10 in state matching funds. To enable the town to receive these funds, I am respectfully requesting that you authorize the Supervisor to sign the attached CWSSI Use and Distribution Agreement.



**County-Wide Shared Services
Initiative
Match Guidance Document**

FEBRUARY 2022

Table of Contents

Program Overview.....	1
Plan Eligibility - Guidelines and Parameters.....	2
Match Eligibility & Calculation	5
Match Application Process Overview	9
Match Application Submission Timeline.....	11
State Technical Assistance	12
APPENDIX A County-Wide Shared Services Municipal Savings Report	13
APPENDIX B Walkthrough of the Match Application Spreadsheet	14
APPENDIX C County-Wide Shared Services Use and Distribution Agreement	18



Program Overview

Part BBB of Chapter 59 of the Laws of 2017:

The FY 2018 Enacted Budget established the County-Wide Shared Services Initiative (“CWSSI”) to generate property tax savings for taxpayers by facilitating operational cooperation and collaboration between local governments within counties, or county-to-county. CWSSI provided for the establishment a Shared Services Panel (the “Panel”) in each county outside of New York City, chaired by the Chief Executive Officer of the county (“county CEO”). Per Part BBB of Chapter 59 of the Laws of 2017, each county that has an approved Plan is eligible to apply to the State for a one-time match of the net savings resulting from new shared service actions set forth in and implemented pursuant to such Plan.

Section 239-bb of Article 12-I of the General Municipal Law:

CWSSI was extended through December 31st, 2021, per Section 239-bb of Article 12-I of the General Municipal Law (“Section 239-bb”) that was added to law by the FY 2019 Enacted Budget. Section 239-bb made the following changes to the CWSSI to facilitate greater municipal cooperation and new opportunities:

- The County CEO may invite fire districts and fire protection districts to recommend a representative from each such invited district to serve on the Panel;
- Demonstrable net savings must be NEW actions not included in a prior Plan;
- Adopted Plans must be submitted to the Secretary of State;
- Panels may, by majority vote, determine that it is not in the best interests of taxpayers to revise/update a Plan or adopt a new Plan in any given year (2019, 2020 or 2021).

Chapter 294 of 2021 Amended Section 239-bb to Extend and Add Flexibility to CWSSI

Chapter 294, which became law on July 16, 2021, amended Section 239-bb by extending CWSSI from December 31, 2021 through December 31, 2024. Also extended from June 30, 2022 to June 30, 2025 is the date by which the Department of State must submit a CWSSI programmatic report to the Governor, the Temporary President of the Senate, and the Speaker of the Assembly. In addition, Chapter 294 vests counties with more flexibility to benefit county taxpayers.

1. County Shared Services Plan Required Only If Counties Seek State Matching Funds

Beginning January 1, 2022, Section 239-bb permits each county outside of New York City to choose whether to participate in CWSSI. Specifically, Section 239-bb no longer requires the CEO for any such county to 1) annually convene a Panel and 2) undertake to revise and update a previously approved plan or alternatively develop a new plan. Each of these mandates ended on December 31, 2021. However, eligibility for State Matching Funds through the CWSSI program still requires that any county seeking matching



funding for savings achieved from the implementation of new shared services actions must have developed and approved an associated CWSSI plan in accordance with the CWSSI law prior to applying for the matching funds.

2. Section 239-bb allows flexibility when applying for State Matching Funds

- Counties can choose one of two statutory match years for each new action included in an applicable CWSSI plan and implemented in accordance with the law. Each county and its participating local government entities may be eligible for State Matching Funds from each new action that generate net savings from implementation during the statutory match years of either:
 - (i) January 1st through December 31st of the year immediately following Plan approval, or
 - (ii) July 1st of the year immediately following Plan approval through June 30th of the subsequent year.
- Counties will be able to submit one Match Application per year and must choose a match year for each action in the Application. The Match Application will include sections for actions implemented during both the January 1st through December 31st and July 1st through June 30th period. Counties may choose to implement an action for the first time during either period, notwithstanding the implementation period designated in an approved and submitted Plan.
- Actions commencing prior to the beginning of a selected period are not eligible for State Matching Funds for that period.

NOTE: The FY 2022 Enacted Budget includes language which will reduce any State Matching Funds paid during State fiscal year 2022 (April 1, 2021 through March 31, 2022) to 95 percent of eligible match savings.

Plan Eligibility - Guidelines and Parameters

Part BBB of Chapter 59 of the Laws of 2017, as continued by Section 239-bb of Article 12-I of the General Municipal Law (collectively referred herein as the “Law”), authorizes the State to match one calendar year of eligible net savings achieved from the implementation of qualified actions included in a Panel-approved Plan (“State Matching Funds”). Prior to applying for State Matching Funds, each CEO for a county outside of New York City participating in CWSSI must have already met the specific thresholds and statutory requirements, which include, at a minimum:

- creation of the Panel.
- development of the Plan with public input, holding two panel meetings, and a minimum of three public hearings.
- working to achieve a Panel-approved and finalized Plan.



County-Wide Shared Services Initiative Match Guidance Document

- submission of the final, approved Plan to the State

Each such participating county would be eligible to receive State Matching Funds for net savings achieved from any new shared service actions. Counties must submit for State match only savings that are actual and demonstrably realized.

A “new action” is any project, proposal, service or action described in an approved and transmitted/submitted Plan that has been first implemented during one of these two twelve-month periods: 1) January 1st and December 31st of the year immediately following Plan approval; or 2) July 1st of the year following approval and transmission of a Plan through June 30th of the subsequent year.

To qualify as a new action, adequate supporting documentation detailing the shared service and that formally memorializes the shared service between partner local governments must be provided. This Guidance discusses such necessary supporting documentation and its submission to the Department of State. Questions about documentation not discussed herein, but which may support a new action, should be directed to the Department. At any time during the review of an application for match funding, the Department may contact the county for additional information and supporting documentation regarding the shared service agreements and records demonstrating their actual cost savings.

Only the first year of net savings achieved in a period of one year from each new, implemented action are eligible for State Matching Funds. Each county shall be authorized to submit one consolidated application for State Matching Funds for each approved and transmitted Plan. For Plans approved by the annual statutory deadline and submitted to the State following such approval, only net savings achieved from each new Plan action implemented during either of the two statutory match years would be eligible for the one-time State Matching Funds. The two statutory match years are: 1) January 1st through December 31st following the year in which such Plan was approved, or 2) July 1st of the year immediately following approval and transmission of such Plan and June 30th of the subsequent year. It should be noted that the final actual and demonstrable net savings achieved in the applicable statutory match year may be different than what was expected in the approved Plan that was submitted to the State.



Savings that can be matched by the State must be from new actions that are included in a Panel-approved Plan submitted to the Department of State. A new action must be documented in an agreement that details the services to be performed, compensation, if any, and the start date of the service. Any such shared service agreement shall be approved by each participating local government entity to the new action by a majority vote of the voting strength of its governing body.

Each new action must be implemented in one of two statutory match years. For example, in a Plan approved by the Panel in 2021 and submitted by the statutory deadline, a shared service action is new and may be eligible for match funding if the action was not included in a prior year Plan, and if it is first implemented either: 1) on or after January 1st, 2022 but before December 31st, 2022 to comply with the January 1st through December 31st statutory match year, or, 2) on or after July 1st, 2022 but before June 30th, 2023 to comply with the July 1st through June 30th statutory match year.

If a Plan includes an expansion of an existing action (e.g., a new local government joins a purchasing cooperative that existed before January 1st following the Plan's approval), only the net savings achieved during one of the two statutory match years from the expansion of the action are eligible; the base savings, regardless of whether a new agreement (or renewal) is formed, would not be eligible for State Matching Funds.



Match Eligibility & Calculation

This section outlines the requirements for ensuring project eligibility, as well as accurately calculating and properly demonstrating net savings achieved from submitted CWSSI Plans.

Savings included in the calculation must be from shared services between and amongst at least two eligible CWSSI participants. Eligible CWSSI participants are counties, towns, villages, and cities; and any school districts, boards of cooperative educational services, fire districts, fire protection districts, and special improvement districts that the county CEO has invited to participate on the Panel. Net savings from internal efficiencies or any other action taken by a local government without the participation of another local government entity are also not eligible for State Matching Funds.

County-to-county arrangements could be eligible for State Matching Funds. Shared service actions involving two or more counties are eligible for State Matching Funds if each action is included in the approved and submitted Plan of each of the partnering counties. If a cross-county shared service action is included in one county Plan but is not in each partnering county's Plan, only the county/ies that included the action will be eligible for State Matching Funds. Each county must submit its own, separate match application for each county's portion of the net savings.

Savings from shared services procured after January 1, 2022 through a private vendor may not be eligible for State Matching Funds if a substantially similar service or product is available to the CWSSI participants through New York State Office of General Services (NYSOGS) procurement contracts at a lower cost or with greater taxpayer savings. For example, savings achieved from such a joint purchasing venture through a private party or vendor may not be eligible for State Matching Funds if the participants cannot provide sufficient justification demonstrating why a service or product that is available from NYSOGS was not acquired using the NYSOGS price. Sufficient justification for not purchasing through NYSOGS may include, but is not limited to the service or product purchased was acquired at a lower cost than was available from NYSOGS, no substantially similar product or service was available from NYSOGS, or a substantially suitable product or service was not available from NYSOGS to meet the required delivery timeline

Any savings resulting from a county's match calculation for each new, implemented action must be "actually and demonstrably realized" in one of the two statutory match years to be eligible for State Matching Funds.

Actual and demonstrable savings are those savings that result from a qualifying shared service that produces a lower cost in the implementation year compared to the projected cost of the same service or product in the same implementation year if the shared service was not undertaken. These savings must be supported by documentation or other



evidence showing the calculation of actual savings satisfactory to the Department of State. Savings cannot be calculated by comparing prior year (base) costs to implementation year costs as this does not represent savings derived from bulk purchasing power, nor does it help to isolate or distinguish simple market forces or price decreases on a year-to-year basis.

Example: If multiple CWSSI participants jointly purchase health insurance for their employees, the actual and demonstrable savings would be the difference between what each participant would have paid in the implementation year absent the shared service agreement and what each participant actually paid in the implementation year as a result of the shared service.

Calculations of net savings must demonstrate the precise savings achieved from economies of scale or other efficiencies resulting from the shared service. Savings generally available without the shared services agreement should not be included in this calculation.

Please Note: a) If a CWSSI participant is unable to obtain a quote from a vendor that shows what it would have charged a local government absent a shared service agreement and that quote is needed for the calculation of net savings described above, the participant shall submit the best available evidence of that price, subject to the Department of State's satisfaction.

Counties are advised to work with vendors to obtain quotes depicting the various costs bases per the above prior to entering into the shared service agreement, as this information may not be available at a later date, or after the implementation year commences.)

Only net savings are eligible for State Matching Funds. For example, if Town A saved \$5 million by discontinuing a service and transferring the service to Town B, and Town B increased its programmatic costs by \$4 million to accommodate Town A's needs, the net savings would be \$1 million, not Town A's \$5 million gross savings.

One-time costs and one-time savings associated with capital improvements are to be amortized using the straight-line method of depreciation for the asset class. A capital improvement is property or equipment with a useful life of greater than one year. (See New York State Local Finance Law Section 11.00 - Periods of Probable Usefulness.) For example, if a shared services agreement requires a one-time cost of \$500,000 for purchasing equipment that is expected to last 10 years, savings would be reduced by \$50,000 plus interest annually - reflecting a 10-year amortization schedule.

Alternatively, if a shared services agreement would enable a one-time savings of \$500,000 by not having to purchase duplicate equipment ("cost avoidance"), savings should be increased by \$50,000 plus interest - reflecting one year of amortized avoided cost for the applicable match year.



The Implementation Costs column of Appendix A shall continue to include all costs for the project without regard to the source of funds. Funding by State or Federal government specifically in support of the new CWSSI Plan action must be properly accounted for in calculating net savings. This includes but is not limited to funding through State "efficiency grants" or federal grant funds received specifically to support the new CWSSI Plan actions. Receipt of such funds does not preclude or disqualify a county from applying for State Matching Funds. However, the local government must account for any outside grants specific to the project. For these purposes, general Federal COVID-19 relief funds (for instance, the American Rescue Plan Act (ARPA) or the Coronavirus Aid, Relief, and Economic Security Act (CARES)) will not be considered grants specific to the project and will not be required to be accounted for in the "Received State/Federal Grant(s)" column of Appendix A.

For example, two CWSSI participants will combine highway department operations as demonstrated in a shared services agreement. Implementation costs are \$400,000 and first-year savings are expected to be \$900,000. The initiative also received \$300,000 in State "efficiency grant" funds. Net savings must be calculated as follows: the full \$400,000 costs must be netted against the \$900,000 in year one savings. The \$300,000 State grant was used to help implement the project and therefore must also be deducted, for net savings of \$200,000.

Savings from each new Plan action implemented in an applicable match year must be related to activities supported by property taxes. The applicable match year can be either: 1) January 1st through December 31st of the year immediately following Plan approval or 2) July 1st of the year immediately following approval and transmission of the Plan through June 30th of the subsequent year. Net savings from services supported solely by fees are not eligible for State Matching Funds.

Net savings from each new, implemented Plan action do not need to reduce property taxes, but can reduce what property taxes would have otherwise risen to if not for the implemented action. An application for State Matching Funds should reasonably demonstrate that the net savings achieved through implementation of a new shared services action has enabled a local government entity's levy to remain stable or that the percentage growth for the levy is less than it otherwise would have been absent implementation of that action (even if the levy is still increasing year to year).

Avoided costs may be eligible for State Matching Funds, however, the application to the State for such funds must clearly demonstrate that the avoided costs certified as savings would have been incurred but for the action's implementation. For example, if one local government's costs for asphalt were going to increase by five percent annually and the local government entity enters into a shared service agreement with other local government entities that would allow for asphalt purchase at a two percent cost increase, the local government entity that anticipated a five percent cost increase must conclusively demonstrate that it would have paid the additional three percent (five percent less the two percent increase) if not for the shared service agreement.



County-Wide Shared Services Initiative Match Guidance Document

The county and all the local government entities within the county that are part of any action to be implemented as part of an approved Plan must collectively apply for the State Matching Funds and agree on the distribution and use of such funds.



Match Application Process Overview

The State Match Application must be submitted to the Department of State by the chief executive officer for each county that developed, adopted, and submitted a County-Wide Shared Services Property Tax Savings Plan (Plan) in accordance with the Law.

The State Match Application will require documentation demonstrating the achievement of any claimed net savings among local governments from the implementation of each new shared service action included in the Plan and the application, must include one or more certifications from the involved entities as to the accuracy of the savings amount claimed. Documentation may include MOUs, Intermunicipal agreements, resolutions, or other documents that demonstrate the shared service agreement.

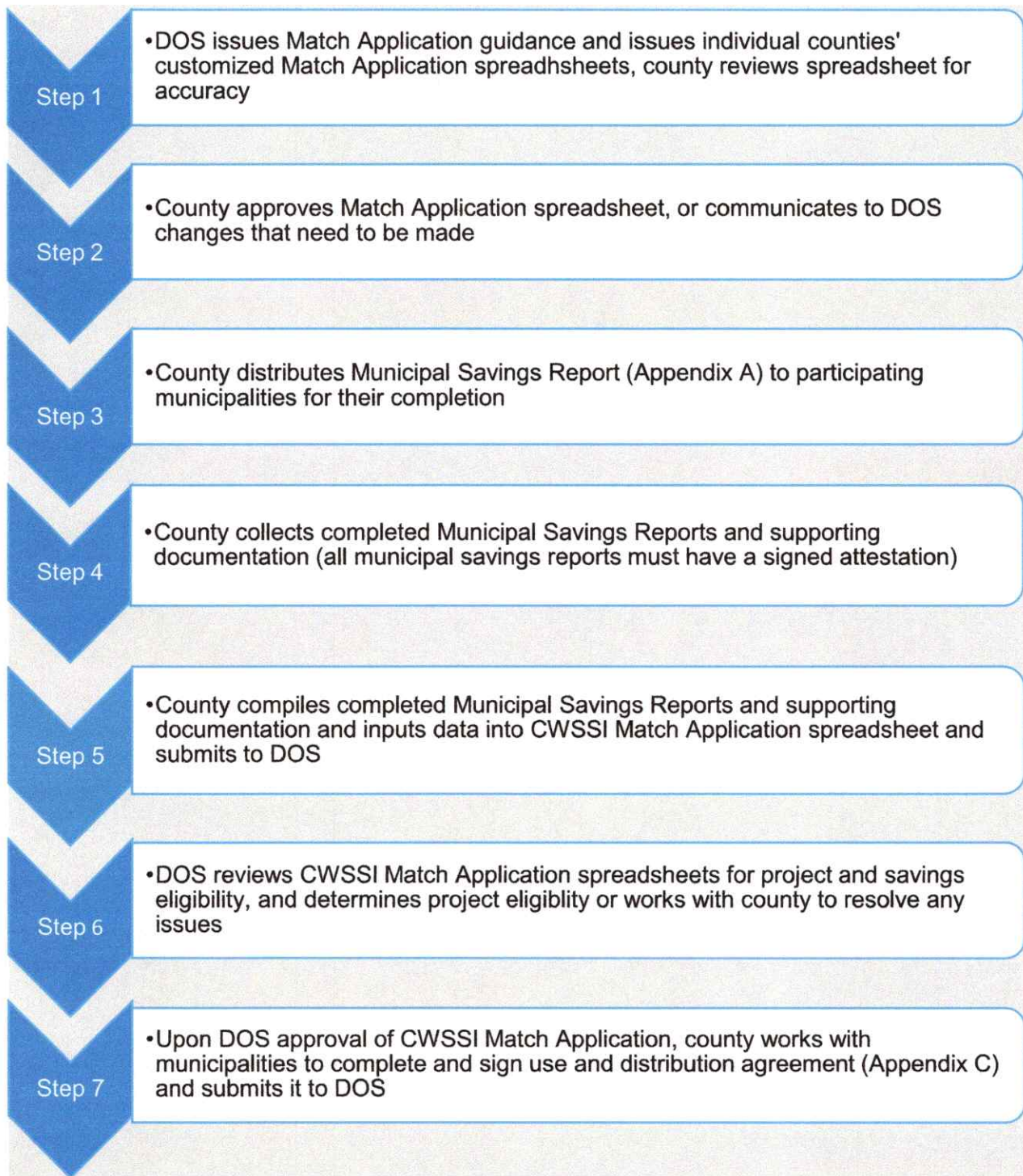
The State Match Application from the Department of State (DOS) includes an Appendix A, Appendix B, and Appendix C.

Appendix A is a form for the county to use to distribute to its participating municipalities. It is intended to aid the County in collecting and inputting information into the CWSSI Match Application Spreadsheet.

Appendix B is the CWSSI Match Application Spreadsheet that each county is responsible for completing in order to apply for State Matching Funds. The spreadsheet is provided in an Excel format, and it includes these four titled Tabs: "Tab 1: County Information"; "Tab 2: Project Summary"; "Tab 3: Project Details"; and "Tab 4: Participating Municipalities".

Appendix C is a form for the county to use to collect the final signatures of its Panel members for the agreed-to use and distribution of funds. More information and instructions on completion can be found on the form.

Below is the process by which each eligible county and the local entities within the county will apply for State Matching Funds.



Examples and more information about the appendices summarized above are included at the end of this guidance document.



Match Application Submission Timeline

The following example outlines responsibilities and important dates for the submission of a Match Application associated with a Plan approved in 2022 and then submitted to the State within 30 days of such approval.

Match Application Submission Timeline	
Date	Action/Explanation
<u>Beginning of Plan Implementation Period January 1, 2023 or July 1, 2023</u>	
<input type="checkbox"/> <u>Starting Immediately</u>	<p><u>Inter-Municipal Agreements</u> The CEO of a county participating in CWSSI should work with all involved municipalities to commence implementation of each new action in a Plan, including securing and updating necessary intermunicipal shared service agreements.</p>
<input type="checkbox"/> <u>Spring 2022</u>	<p><u>Match Guidance Information Sessions and Webinars</u> DOS notifies and engages municipalities of the requirements of the application for State Matching Funds.</p>
<input type="checkbox"/> <u>1/01/2023</u>	<p><u>Application for Match Filing Opens</u> DOS begins accepting applications for State Matching Funds from county CEOs.</p>
<input type="checkbox"/> <u>Upon receipt of application</u>	<p><u>Review and Match Award Process Begins</u> DOS begins reviewing applications to determine eligibility for State Matching Funds.</p>



State Technical Assistance

The Department of State will provide technical assistance to local governments engaged in this Initiative. Please check regularly at www.dos.ny.gov for updates and assistance opportunities. In addition, the Department of State has established an email address (countywidesharedservices@dos.ny.gov) through which questions and requests may be submitted.

APPENDIX A County-Wide Shared Services Municipal Savings Report

Municipal Entity/Year:	County of/Year:						
Municipal Contact:	Contact Title:						
Contact Telephone:	Contact Email:						
SAVINGS REPORT							
	+	-	-	=			
Project Name	Implementation Date	Certified Actual Savings	Certified Avoided Costs	Implementation Costs	Received State/Federal Grant(s)	Certified Matchable Savings	Backup Reference
A. Actions Implemented on or after January 1 st for State Matching Funds awarded for calendar year commencing January 1 st .							
1.							
2.							
3.							
4.							
5.							
B. Actions Implemented on or after July 1 st for State Matching Funds awarded for one-year period commencing July 1 st .							
6.							
7.							
8.							
9.							
10.							
CERTIFICATION OF SAVINGS BY PARTICIPATING LOCAL GOVERNMENT ENTITY TO COUNTY CEO							
<p>By my signature below, I hereby certify that the County-Wide Shared Services Property Tax Savings submitted herewith is final for the local government entity represented, that it was completed in accordance with the requirements of Part BBB of Chapter 59 of the Laws of 2017 and General Municipal Law, Article 12-I, and that the savings identified and contained herein are true and accurate to the best of my knowledge and belief.</p>							
_____				_____			
(Print Name)				(Title)			
_____				_____			
(Signature)				(Date)			

APPENDIX B Walkthrough of the Match Application Spreadsheet

The CWSSI Match Application is an Excel spreadsheet that each county is responsible for completing in order to apply for State Matching Funds. Brief descriptions of the four “Tabs” are below. For more detailed instructions on completing the CWSSI Match Application, including a recorded webinar walking through the process, please click [here](#).

Fields required to be filled out by the applicant will appear in red on the Match Application spreadsheet.

Tab 1: County Information

Tab 1 contains contact and other related information of the county CEO

- The county will complete “Information” [Column B] Rows 3-12.
 - “Information” Row 3 [CEO] the name of the County executive, county manager, county administrator or other chief executive of the county, or, where none, the chair of the county legislative body, who chairs the Panel.
 - “Information” Row 4 [Point of Contact] the name of the main point of contact for the person preparing the CWSSI Match Application.
 - “Information” Row 5 [Contact Title] the professional title of the point of contact.
 - “Information” Row 6 [Phone] the phone number of the point of contact.
 - “Information” Row 7 [Email] the email for the point of contact.
 - “Information” Rows 8-12 address information for the office building where the CEO presides.
- Only “Information” [Column B], Rows 3-12 will be editable. All other cells on this tab will be locked.
- Any required cells left blank will appear in red. If a required cell is left blank, you will be able to proceed filling out the form; however, all required cells should be filled before final submission.
- When the cursor is hovered over a column name, a brief description detailing who is to complete the information and a brief description will appear.



Tab 2: Project Summary

Tab 2 contains high-level information regarding each project, including project names, total savings for each project, and areas for the county to indicate the status of the project

- Please note that projects are grouped as either “A” projects with implementation commencing on or after January 1st of the year following approval of a county’s Plan, or “B” projects with implementation commencing on or after July 1st of the year following approval of a county’s Plan.
- The first 3 columns (“Project Name”, “Project ID”, and “Certified Projected Savings”) are completed and locked by DOS. Please ensure this information is accurate and complete. Please alert DOS if changes need to be made.
 - “Project Name” (Column A) is the name of all projects from the county’s submitted CWSSI Plan.
 - “Project ID” (Column B) is a unique identifier for internal DOS use. It is the county’s OSC Municipal Code followed by the project number.
 - “Certified Projected Savings” (Column C) is the total projected savings for each project from the county’s submitted Plan.
- The next 3 columns (“Certified Actual Savings”, “Certified Matchable Savings”, and “# of Partners”) are automatically calculated, automatically populated, and locked by DOS from information provided on the “Project Details” tab.
 - “Certified Actual Savings” (Column D) is the total savings for each project, calculated from the “Certified Actual Savings” (Column D) in the “Project Details” tab.
 - “Certified Matchable Savings” (Column E) is the total savings for each project, calculated from the “Certified Matchable Savings” (Column L) in the “Project Details” tab. This total accounts for any “avoided costs” or State/Federal grants received to complete the project.
 - “# of Partners” (Column F) is the total number of partners (municipalities) participating in the project. This total is counted from “Partner” (Column C) in the “Project Details” tab.
- The last three columns (“Date of Implementation”, “Status”, and “Project Update”) are the only columns required to be completed by the county in the “Project Summary” tab. Cells left blank in any of these three columns will appear red until completed.



County-wide Shared Services Initiative Match Guidance Document

- “Date of Implementation” (Column G) is the date when implementation of the project began.
- “Status” (Column H) is a drop-down list the county chooses from to describe the status of the project. The options are completed, progressing, or cancelled.
- “Project Update” (Column I) provides a space for the county to add a narrative update on the project (examples include barriers to success, changes to the scope of the project, other issues, etc.).

Tab 3: Project Details

Tab 3 is where counties will enter certified savings for every participating municipality in every project. Cells left blank in any of the required columns (all columns except “Certified Matchable Savings” (Column G)) will appear red. (Note: Tab 3 tab is where much of the responsibility falls on the county and its municipalities to complete the match application)

- “Project Name” (Column B) is a drop-down list of all projects referenced from the “Project Summary” tab. The county will select a project and move onto “Partner” (Column C).
- “Partner” (Column C) is where a county will select the appropriate municipality from a drop-down list referenced from the “Participating Partners” tab. The “Participating Partners” tab is a list of all the participating municipalities per the county’s submitted Plan. If a participating partner does not appear on the list, the county can add municipalities to the “Participating Partners” list.
- “Certified Actual Savings” (Column D) is the total amount of savings the project produced for each specific municipality. If the municipality achieved no certified actual savings for the project, it is required to enter \$0.00.
- “Certified Avoided Cost” (Column F) is the total amount of avoided cost associated with that specific project for that specific municipality. If the municipality had no associated avoided costs for the project, it is required to enter \$0.00. This number is added when considering certified matchable savings.
- “Implementation Cost” (Column H) is the total amount of implementation costs associated with that specific project for that specific municipality. This is netted out when considering certified matchable savings.
- “State/Federal Grant” (Column J) is any State or Federal grant awarded to that municipality specifically for that project. This is netted out when considering certified matchable savings.

- “Certified Matchable Savings” (Column L) is the total matchable savings for the specific municipalities participating in that project. This will automatically calculate, automatically populate, and be locked by DOS. This number is calculated from “Certified Actual Savings” (Column D) + “Certified Avoided Cost” (Column F) – Implementation Cost (Column H) – “State/Federal Grant” (Column J).
- “Backup Reference” (Column M) provides a space for the county to reference any supporting materials pertinent to the savings. An example is the page number of an MOU in a supporting document.

*Note: the "+", "-", and "=" signs in Columns E, G, I and K demonstrate the formula used to calculate the "Certified Matchable Savings."

Tab 4: Participating Municipalities

Tab 4 is a complete list of all participating municipalities, along with their “Panel Member Name”, “Panel Member Title”, “Certified Matchable Savings” and “Agreed to Distribution”

- “Partner” (Column A) is a list of all partners (municipalities) listed from the submitted CWSSI Plan. As indicated earlier, this column will remain unlocked by DOS so any missing/additional partners can be added by the county. When a municipality is added to this column, the drop-down list in “Partner” (Column C) from Tab 3: Project Details automatically updates.
- “Panel Member Name” (Column B) is the name of the panel member for the participating municipality.
- “Panel Member Title” (Column C) is the title of the participating municipality’s panel member.
- “Certified Matchable Savings” (Column D) will be automatically populated, automatically calculated, and locked by DOS. It is calculated from the “Project Details” tab. This is the total certified matchable savings from all projects for a specific municipality.
- “Agreed to Distribution” (Column E) is completed by the county based on the agreed upon amount of State Matching Funds (savings) requested to be distributed to each participating municipality, per the county’s use and distribution agreement.



APPENDIX C County-Wide Shared Services Use and Distribution Agreement

County of/Year of Plan Submission:						
Contact Name:		Contact Title:				
Contact Email:		Contact Telephone:				
<p>The undersigned shall represent each Panel member's individual and the Panel's collective distribution of funds for the approved net savings achieved through the county's CWSSI Plan. Each municipality further attests to use State Matching Funds for property tax relief and/or to support general government operations:</p>						
	Municipality	Agreed Distribution (\$)	to	Name and Title of Panel Member	Signature	Date
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

For instructions on completing Use and Distribution Agreement, see the following page.



County-wide Shared Services Initiative Match Guidance Document

This document is the binding agreement for the distribution of funds for participating municipalities in the County-Wide Shared Services Initiative. The agreed to distribution of funds shall have already been completed in the “Participating Partners” tab of the CWSSI Match Application spreadsheet. This document is for each participating municipality’s CWSSI Panel Member to formally sign-off to their Agreed to Distribution of State Matching Funds. The only fields required to be completed by the Panel members are “Signature” and “Date”. The other fields (“Municipality”, “Name and Title of Panel member” and “Agreed to Distribution”) will be completed by DOS per the “Participating Partners” tab of the CWSSI Match Application spreadsheet.

Directions:

- 1) County and its participating municipalities are to complete and agree to the “Participating Partners” tab of the CWSSI Match Application spreadsheet.
- 2) Only the Panel member of the participating municipality is to sign (“Signature”) and date (“Date”) for their appropriate row.
- 3) County is to return signed and completed use and distribution agreement document (with signatures of the Panel members of all participating municipalities) to DOS.

Investigative

Ballistics Section

Intel Unit / Real Time
Crime

Digital Evidence Section

Forensic Investigations
Unit

General Investigations
Unit

Latent Prints/Crime
Scene

Narcotics Unit

Warrant - Fugitive Unit

HOME

Intel Unit / Real Time Crime

The Real Time Crime Unit (RTC) serves as the Westchester County and regional law enforcement intelligence and information hub, connecting more than 100 local, state and federal law enforcement agencies in and surrounding Westchester County.

RTC plays a critical role in:

- Disseminating information necessary to identify pattern crimes and suspects
- Issuing the latest bulletins on officer safety and criminal investigation methods and techniques, necessary to enhance law enforcement's detection and apprehension capabilities.

RTC holds regular intelligence-sharing meetings to facilitate the exchange of information among the numerous police agencies in and around the county. Moreover, it utilizes a secure list server and Web site to give law enforcement members immediate access to current and historical information and intelligence.

RTC investigations include:

- Counter-terrorism
- Registered sex offenders
- Computer crime
- Bank fraud
- Stolen property
- Predicate felons and gun-related cases.

These investigations are often conducted in conjunction with:

- Local law enforcement
- The Federal Bureau of Investigation
- The Joint Terrorist Task Force
- The New York City Police Department
- The New York State Police
- The Office of Homeland Security
- Other law enforcement agencies

Westchester Putnam RTC is a centralized technology center for the Westchester County Police and the regional law enforcement community. Its purpose is to give field officers and detectives instant information to help identify patterns and stop emerging crime. RTC is focused on monitoring, deterring and evaluating criminal activity in real-time through surveillance cameras, fixed and mobile license plate recognition (LPR) systems, crime analysis, and other law enforcement software and databases. The RTC provides investigative support to the first responders on scenes and to detectives handling follow-up investigations.

Appendix C: Westchester County CWSSI Use and Distribution Agreements

Local Government Entity	Type	Approved Matched Funds	Distribution Amount	Panelist Name	Panelist Signature
Westchester	County	\$6,393.00			
Mount Vernon	City	\$17,040.10			
New Rochelle	City	\$17,040.10			
Peekskill	City	\$28,083.85			
Rye	City	\$17,040.10			
White Plains	City	\$33,992.10			
Yonkers	City	\$17,040.10			
Bedford	Town	\$17,040.10			
Cortlandt	Town	\$0.00			
Eastchester	Town	\$17,040.10			
Greenburgh	Town	\$23,433.10			
Harrison	Town	\$17,040.10			

MANDATORY COMPLIANCE AND NOTICE: Appendix C must be completed and signed by each local government entity that intends to receive State matching funds or participated in a CWSSI-eligible project. Each signature is required on Appendix C so that the signatory and associated local government entity acknowledges the amount approved by the State to match the net savings realized from the implementation of a CWSSI-eligible project and so that the signatory agrees to how the State matching funds will be distributed. The processing of State matching funds payments for participating local government entities will continue after Appendix C is returned completed with all required signatures. If any local government entity partner is missing from the pre-filled "Local Government Entity" field in Appendix C or is not listed on the County Match Breakdown document, please immediately contact and seek guidance from New York State Department of State by: telephone email (518) 473-3355 or email countywidesharedservices@dos.ny.gov.

Lewisboro	Town	\$17,040.10			
Mamaroneck	Town	\$6,393.00			
Mount Pleasant	Town	\$17,040.10			
New Castle	Town	\$20,236.60			
North Castle	Town	\$17,040.10			
North Salem	Town	\$17,040.10			
Ossining	Town	\$17,040.10			
Pelham	Town	\$17,040.10			
Pound Ridge	Town	\$17,040.10			
Yorktown	Town	\$25,031.35			
Croton-On-Hudson	Village	\$17,040.10			
Bronxville	Village	\$18,638.35			
Tuckahoe	Village	\$18,638.35			
Ardsley	Village	\$19,897.10			
Dobbs Ferry	Village	\$21,495.35			

MANDATORY COMPLIANCE AND NOTICE: Appendix C must be completed and signed by each local government entity that intends to receive State matching funds or participated in a CWSSI-eligible project. Each signature is required on Appendix C so that the signatory and associated local government entity acknowledges the amount approved by the State to match the net savings realized from the implementation of a CWSSI-eligible project and so that the signatory agrees to how the State matching funds will be distributed. The processing of State matching funds payments for participating local government entities will continue after Appendix C is returned completed with all required signatures. If any local government entity partner is missing from the pre-filled "Local Government Entity" field in Appendix C or is not listed on the County Match Breakdown document, please immediately contact and seek guidance from New York State Department of State by: telephone email (518) 473-3355 or email countywidesharedservices@dos.ny.gov.

Elmsford	Village	\$2,857.00			
Hastings-On-Hudson	Village	\$3,011.85			
Irvington	Village	\$26,290.10			
Tarrytown	Village	\$21,495.35			
Mamaroneck	Village	\$1,598.25			
Pleasantville	Village	\$17,040.10			
Sleepy Hollow	Village	\$17,040.10			
Briarcliff Manor	Village	\$17,040.10			
Ossining	Village	\$17,040.10			
Pelham	Village	\$17,040.10			
Pelham Manor	Village	\$17,040.10			
Port Chester	Village	\$17,040.10			
Rye Brook	Village	\$17,040.10			

MANDATORY COMPLIANCE AND NOTICE: Appendix C must be completed and signed by each local government entity that intends to receive State matching funds or participated in a CWSSI-eligible project. Each signature is required on Appendix C so that the signatory and associated local government entity acknowledges the amount approved by the State to match the net savings realized from the implementation of a CWSSI-eligible project and so that the signatory agrees to how the State matching funds will be distributed. The processing of State matching funds payments for participating local government entities will continue after Appendix C is returned completed with all required signatures. If any local government entity partner is missing from the pre-filled "Local Government Entity" field in Appendix C or is not listed on the County Match Breakdown document, please immediately contact and seek guidance from New York State Department of State by: telephone email (518) 473-3355 or email countywidesharedservices@dos.ny.gov.

Town Clerk's Office

MEMORANDUM

To: Town Board
From: Erin Trostle
Date: March 27, 2025
Re: Standard Work Day Resolution

For purposes of retirement reporting, I am respectfully requesting that you adopt a resolution establishing standard work days for the elected and appointed officials named on the attached forms. Please note that all officials required to submit a record of activities have opted to recertify their 2024 results.

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

Employer Location Code
 3 0 0 0 4

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A
 (Rev.11/19)

BE IT RESOLVED, that the Town of Pound Ridge / 30004 hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Kevin Hansan	[REDACTED]	[REDACTED]	Town Supervisor	01.01.2024-12.31.2025	6	31.06	<input type="checkbox"/>	biweekly	<input type="checkbox"/>
Matthew Brotmann	[REDACTED]	[REDACTED]	Town Justice	01.01.2024-12.31.2027	6	1.70	<input type="checkbox"/>	quarterly	<input type="checkbox"/>
Renée Motola	[REDACTED]	[REDACTED]	Town Justice	01.01.2022-12.31.2025	6	1.50	<input type="checkbox"/>	quarterly	<input type="checkbox"/>
Appointed Officials:									
William Harrington	[REDACTED]	[REDACTED]	Town Attorney	01.01.2024-12.31.2024	6	2.31	<input type="checkbox"/>	biweekly	<input type="checkbox"/>
John Loveless	[REDACTED]	[REDACTED]	Deputy Town Attorney	01.01.2024-12.31.2024	6	3.00	<input type="checkbox"/>	biweekly	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>

I, _____, secretary/clerk of the governing board of the _____ of the State of New York,
(Name of Secretary or Clerk) (Circle one) (Name of Employer)

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the _____ day of _____, 20____ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the _____ on this _____ day of _____, 20____,
(Name of Employer)

(Signature of Secretary or Clerk)

Affidavit of Posting: I, _____ being duly sworn, deposes and says that the posting of the Resolution began on _____ and continued for at least 30 days. That the Resolution was available to the public on the: _____
(Name of Secretary or Clerk) (Date)

- Employer's website at: _____
- Official sign board at: _____
- Main entrance Secretary or Clerk's office at: _____

(seal)

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials Continuation Form

RS 2417-B
 (Rev.04/20)

Employer Location Code

3 0 0 0 4

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Schelling, Namasha	[REDACTED]	[REDACTED]	Town Councilperson	01.01.2024-12.31.2027	6	31.06	<input type="checkbox"/>	quarterly	<input type="checkbox"/>
Briggs, Diane	[REDACTED]	[REDACTED]	Town Councilperson	01.01.2022-12.31.2025	6	4.79	<input type="checkbox"/>	quarterly	<input type="checkbox"/>
Paschkes, Daniel	[REDACTED]	[REDACTED]	Town Councilperson	01.01.2022-12.31.2025	6	3.50	<input type="checkbox"/>	quarterly	<input type="checkbox"/>
Segal, Drifa	[REDACTED]	[REDACTED]	Receiver of Taxes	01.01.2022-12.31.2025	7	21.67	<input type="checkbox"/>	biweekly	<input type="checkbox"/>
Trostle, Erin	[REDACTED]	[REDACTED]	Town Clerk	01.01.2024-12.31.2027	7	21.67	<input type="checkbox"/>	biweekly	<input type="checkbox"/>
Boak, Alison	[REDACTED]	[REDACTED]	Town Councilperson	01.01.2024-12.31.2027	6	3.48	<input type="checkbox"/>	quarterly	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
Appointed Officials:									
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>



Received Date

Recertification of the Record of Activities

RS 2419
(Rev. 06/22)

Please type or print clearly
in blue or black ink

NYSLRS ID

[REDACTED]

Social Security Number [last 4 digits]

XXX-XX-[REDACTED]

Retirement System [check one]

Employees' Retirement System (ERS)

Police and Fire' Retirement System (PFRS)

I, Kevin C. Hansan, certify that I completed a 3-month record of activities for the term that began Jan. 1, 2018 for my position as Town Supervisor. I attest that the record of activities maintained for the above named term is still representative of my hours worked and that my responsibilities have not substantially or materially changed. My current term begins on Jan. 1, 2024 and ends on Dec. 31, 2025.



Signature of Member

3/5/25

Date

Employer Location Code: 30004

NOTE: A record of activities and any certification based upon such record shall not be valid for more than eight years from the date of the taking of office for which the record of activities was initially maintained.

Please keep this form on file in your records and submit a copy to NYSLRS only upon request.

Received Date

Recertification of the Record of Activities

RS 2419

(Rev. 06/22)

Please type or print clearly
in blue or black ink

NYSLRS ID

[REDACTED]

Social Security Number [last 4 digits]

XXX-XX [REDACTED]

Retirement System [check one]

Employees' Retirement System (ERS)

Police and Fire' Retirement System (PFRS)

I, Matthew Brotmann, certify that I completed a 3-month record of activities for the term that began 01/01/2024 for my position as Town Justice

I attest that the record of activities maintained for the above named term is still representative of my hours worked and that my responsibilities have not substantially or materially changed. My current term begins on 01/01/2024 and ends on 12/31/2027.

[Signature]
Signature of Member

03/23/2025

Date

Employer Location Code: 30004

NOTE: A record of activities and any certification based upon such record shall not be valid for more than eight years from the date of the taking of office for which the record of activities was initially maintained.

Please keep this form on file in your records and submit a copy to NYSLRS only upon request.

Received Date

Recertification of the Record of Activities

Please type or print clearly
in blue or black ink

NYSLRS ID

[REDACTED]

Social Security Number (last 4 digits)

XXX-XX [REDACTED]

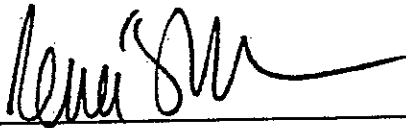
Retirement System [check one]

Employees' Retirement System (ERS)

Police and Fire' Retirement System (PFRS)

RS 2419
(Rev. 06/22)

I, Renée S. MOTOLA, certify that I completed a 3-month record of activities for the term that began 1/1/2022 for my position as Town Justice. I attest that the record of activities maintained for the above named term is still representative of my hours worked and that my responsibilities have not substantially or materially changed. My current term begins on 1/1/2022 and ends on 12/31/2025.



Signature of Member

3/4/2025
Date

Employer Location Code: 3004

NOTE: A record of activities and any certification based upon such record shall not be valid for more than eight years from the date of the taking of office for which the record of activities was initially maintained.

Please keep this form on file in your records and submit a copy to NYSLRS only upon request.

Please type or print clearly
in blue or black ink

NYSLRS ID

[REDACTED]

Received Date

Social Security Number (last 4 digits)

XXX-XX-[REDACTED]

Recertification of the Record of Activities

RS 2419

(Rev. 06/22)

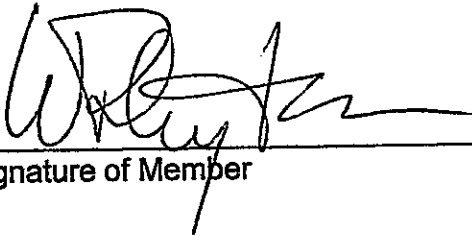
Retirement System [check one]

Employees' Retirement System (ERS)

Police and Fire' Retirement System (PFRS)

I, William P Harrington, certify that I completed a 3-month record of activities for the term that began January 1, 2024 for my position as Town Attorney

I attest that the record of activities maintained for the above named term is still representative of my hours worked and that my responsibilities have not substantially or materially changed. My current term begins on January 1, 2025 and ends on December 31, 2025.



Signature of Member

February 25, 2025

Date

Employer Location Code: _____

NOTE: A record of activities and any certification based upon such record shall not be valid for more than eight years from the date of the taking of office for which the record of activities was initially maintained.

Please keep this form on file in your records and submit a copy to NYSLRS only upon request.

Received Date

Recertification of the Record of Activities

RS 2419
(Rev. 06/22)

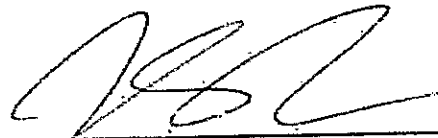
Please type or print clearly in blue or black ink

NYSLRS ID

Social Security Number [last 4 digits]

Retirement System [check one]
Employees' Retirement System (ERS)
Police and Fire' Retirement System (PFRS)

I, John Loudess, certify that I completed a 3-month record of activities for the term that began 1/1/24 for my position as Asst. Town Attorney. I attest that the record of activities maintained for the above named term is still representative of my hours worked and that my responsibilities have not substantially or materially changed. My current term begins on 1/1/25 and ends on 12/31/25.



Signature of Member

3/14/25

Date

Employer Location Code: 3004

NOTE: A record of activities and any certification based upon such record shall not be valid for more than eight years from the date of the taking of office for which the record of activities was initially maintained.

Please keep this form on file in your records and submit a copy to NYSLRS only upon request.

Received Date

Recertification of the Record of Activities

RS 2419
(Rev. 06/22)

Please type or print clearly
in blue or black ink

NYSLRS ID

[REDACTED]

Social Security Number [last 4 digits]

XXX-XX-[REDACTED]

Retirement System [check one]

Employees' Retirement System (ERS)

Police and Fire' Retirement System (PFRS)

I, Namasha Schelling, certify that I completed a 3-month record of activities for the term that began Jan. 1, 2024 for my position as Town Board Member

I attest that the record of activities maintained for the above named term is still representative of my hours worked and that my responsibilities have not substantially or materially changed. My current term begins on Jan. 1, 2024 and ends on Dec. 31, 2027.

Namasha Schelling
Signature of Member

3/4/25
Date

Employer Location Code: 30004

NOTE: A record of activities and any certification based upon such record shall not be valid for more than eight years from the date of the taking of office for which the record of activities was initially maintained.

Please keep this form on file in your records and submit a copy to NYSLRS only upon request.

Received Date

Recertification of the Record of Activities

RS 2419
(Rev. 06/22)

Please type or print clearly
in blue or black ink

NYSLRS ID
[REDACTED]

Social Security Number [last 4 digits]
XXX-XX [REDACTED]

Retirement System [check one]
Employees' Retirement System (ERS)
Police and Fire' Retirement System (PFRS)

I, Diane Briggs, certify that I completed a 3-month record of activities for the term that began Jan. 1, 2022 for my position as Town Board Member. I attest that the record of activities maintained for the above named term is still representative of my hours worked and that my responsibilities have not substantially or materially changed. My current term begins on Jan. 1, 2022 and ends on Dec. 31, 2025.

Diane Briggs
Signature of Member

3/4/2025
Date

Employer Location Code: 30004

NOTE: A record of activities and any certification based upon such record shall not be valid for more than eight years from the date of the taking of office for which the record of activities was initially maintained.

Please keep this form on file in your records and submit a copy to NYSLRS only upon request.

Received Date

Recertification of the Record of Activities

RS 2419
(Rev. 06/22)

Please type or print clearly
in blue or black ink

NYSLRS ID

Social Security Number (last 4 digits)

Retirement System [check one]

Employees' Retirement System (ERS)

Police and Fire' Retirement System (PFRS)

[REDACTED]

XXX-XX [REDACTED]

I, Daniel Paschkes, certify that I completed a 3-month record of activities for the term that began Jan. 1, 2022 for my position as Town Board Member. I attest that the record of activities maintained for the above named term is still representative of my hours worked and that my responsibilities have not substantially or materially changed. My current term begins on Jan. 1, 2022 and ends on Dec. 31, 2025.

[Signature]
Signature of Member

3/4/25
Date

Employer Location Code: 30004

NOTE: A record of activities and any certification based upon such record shall not be valid for more than eight years from the date of the taking of office for which the record of activities was initially maintained.

Please keep this form on file in your records and submit a copy to NYSLRS only upon request.

Received Date

Recertification of the Record of Activities

Please type or print clearly
in blue or black ink

RS 2419
(Rev. 06/22)

NYSLRS ID

Social Security Number (last 4 digits)

Retirement System (check one)

Employees' Retirement System (ERS)

Police and Fire' Retirement System (PFRS)

[Redacted NYSLRS ID]

XXX-XX-[Redacted SSN]

I, Alison Boak, certify that I completed a 3-month record of activities for the term that began Jan. 1, 2024 for my position as Town Board Member

I attest that the record of activities maintained for the above named term is still representative of my hours worked and that my responsibilities have not substantially or materially changed. My current term begins on Jan. 1, 2024 and ends on Dec. 31, 2027.



Signature of Member

3/4/25

Date

Employer Location Code: 30004

NOTE: A record of activities and any certification based upon such record shall not be valid for more than eight years from the date of the taking of office for which the record of activities was initially maintained.

Please keep this form on file in your records and submit a copy to NYSLRS only upon request.

Town Clerk's Office

MEMORANDUM

To: Town Board
From: Erin Trostle
Cc: Tanja Vogel
Date: March 27, 2025
Re: Special event permit application for Summer Sundays concert series

Please review the attached special event permit application from the Pound Ridge Partnership for a "Summer Sundays" concert series:

<u>Date</u>	<u>Time</u>	<u>Description</u>
June 15	11:00 am – 12:00 noon	family/children's music – solo performer
June 29	5:00 pm – 6:15 pm	jazz band
July 27	5:00 pm – 6:15 pm	TBD
August 24	5:00 pm – 6:15 pm	jazz band

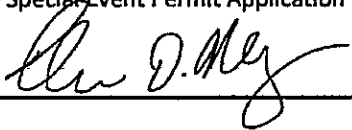
These events are substantially similar to concerts organized by the Partnership in previous years.



SPECIAL EVENT APPLICATION REVIEW

EVENT: Summer Sunday Concerts DATE: 6/15 11-12p; & 6/29, 7/27, 8/24 5-6:15pm

I have reviewed the Special Event Permit Application for the event indicated above.

SIGNATURE:  NAME: Thomas D. Mulcahy, Chief of Police

DEPARTMENT:

- POLICE DEPARTMENT BUILDING DEPARTMENT FIRE DEPARTMENT
 MAINTENANCE DEPARTMENT RECREATION DEPARTMENT EMERGENCY SERVICES
 HIGHWAY DEPARTMENT OTHER (PLEASE SPECIFY): _____

APPROVAL/CONDITIONS:

- APPROVED DISAPPROVED
 APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

Similar to last year's Summer Sunday events. Patrols working during the event will make periodic checks of
Event – there was no need for additional officers to be assign to these events last year.

FOR TOWN DEPARTMENTS ONLY:

STAFFING NEEDED: _____	STAFFING COST: _____	\$ 0
EQUIPMENT NEEDED: _____	EQUIPMENT COST: _____	\$
OTHER COST ITEMS: _____	OTHER COST: _____	\$
	TOTAL COST: _____	\$ 0

Please return completed review forms to the Town Clerk (townclerk@townofpoundridge.com).

- 8. If the application is approved, you will receive an application approval form that will list any conditions that need to be met before the permit can be issued.
- 9. If approval is conditional, provide documentations that the conditions have been met in order to receive a permit.

APPLICANT INFORMATION

The **applicant** is the individual, group, or entity organizing the event. Examples of applicant **type** include nonprofit organization, town board or commission, school club, etc.

Applicant name:	Pound Ridge Partnership
Address:	
Mailing address:	Pound Ridge Partnership, P.O. Box 402, Pound Ridge, NY 10576
Phone number:	914-629-4381
Email address:	tanja@prpartnership.org

EVENT INFORMATION

In addition to indicating event **type** (eg, street fair, festival, road race, parade, concert, etc.), please provide a detailed event description. Examples of event **purpose** include fundraising, promoting awareness, providing education, building community spirit, promoting local businesses, etc. **If the event is a fundraiser, the purpose should include information about how the resulting funds will be used.** Identify all locations where event activity will take place, including parking.

Event name:	Pound Ridge Summer Sundays
Event type:	Live Music
Purpose:	Free, live music in the Town Green to encourage community gathering.

Event dates:	6/15-family/children's music, solo performer 6/29 – jazz band 7/27 – tbd 8/24 – jazz band	Alternate date:	n/a
Event start time:	6/15– 11am 6/29, 7/27, 8/24 – 5pm	Event end time:	6/15 – 12pm 6/29, 7/27, 8/24 – 6:15pm
Setup start time:	One hour prior event start time	Setup end time:	One hour after event
Takedown start:	At event end	Takedown end:	One hour after event
Location(s):	Town Green		
On private property?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	X
Parking location(s):	Westchester Ave.; Parking Lots in Business District area		
On private property?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	X
Road closure(s) requested:	No		
Closure times requested:	N/A		
Admission fee?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	X
Parking fee?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	X

VENDORS/LICENSES

If the answer to any of the questions below is yes, you must also complete the **Vendor/License Information Form**. If you are unable to complete the form at the time application is submitted, please note that a complete form will be required before the permit can be granted.

Will the event include food and/or beverage vendors?

Yes No Number, if any – food trucks

Will any food or beverages be served without charge in conjunction with the event?

Yes No

Will the event include non-food vendors?

Yes No Number, if any

Will the event include alcoholic beverage vendors?

Yes No Number, if any

Will any alcohol be served without charge in conjunction with the event?

Yes No

Will the event include gambling of any kind?

Yes No

CONTACTS

Primary contact name: Tanja Vogel

Cell phone number: 914-629-4381 Email address: tanja@prpartnership.org

Event day contact name: Tanja Vogel

Cell phone number: 914-629-4381 Email address: tanja@prpartnership.org

Weather contact name: Tanja Vogel

Cell phone number: 914-629-4381 Email address: tanja@prpartnership.org

LOGISTICS

CROWD MANAGEMENT

Anticipated attendance: ~100

Describe crowd control plan:	Not anticipating any crowd control needed. This is an open-air event.		
Describe perimeter control plan:	Will coordinate with PR police for Westchester Ave presence		
Emergency services be present?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/> No
Will event be ADA compliant?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No

VOLUNTEERS

Indicate number of volunteers:	~3		
Describe role(s) of volunteers:	PRP tent, photography, onsite supervision, clean-up		

SANITATION/GARBAGE

Portable toilets provided?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/> No
If so, how many?			
Garbage/recycling bins provided?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No PRP has 2 garbage bins; Westchester Ave street garbage & recycle bins
Describe garbage/recycling plan:	PR Sanitation/ Maintenance to pick up		

NEIGHBORHOOD IMPACT/NOTIFICATION

Will there be noise impacts?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No
If so, will there be amplified music?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No
Will there be light impacts?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/> No
Have neighbors been notified?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/> No

STRUCTURES/SAFETY

Tents or canopies?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If yes, please describe:	10x10 to protect sound equipment, and will have PRP 10x10 tent			
Stage or other structures?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If yes, please describe:	Using town green stage			
Fireworks or open flame?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If yes, please describe:				

UTILITIES

Water access needed?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If yes, please describe:				
Electricity needed?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If yes, please describe:	Already exists – PR Electrical, panel or lights			
WiFi access needed?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If yes, indicate number of users:	N/A			

PROMOTION

Banner permission requested?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If so, indicate location and dates:				
Other signage?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If so, please describe:	Lawn signs around town			

TOWN RESOURCES

Town bus needed?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
------------------	--------------------------	-----	-------------------------------------	----

If so, please indicate time period: _____

Barricades or cones needed? Yes No

If so, please specify: Minimal use of cones as needed for safety

Other town-owned property needed? Yes No

If so, please specify: _____

OUTSIDE RESOURCES

Outside bus transportation? Yes No

If so, please describe: _____

Outside parking assistance? Yes No

If so, please describe: _____

Other outside resources? Yes No

If so, please describe: _____

SUPPORTING DOCUMENTS

Please indicate which supporting documents you are providing, including review forms being submitted directly by the reviewers.

MAPS/PLANS

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Can provide town green map, if needed
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	

REVIEW FORMS

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Police Department review form
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Highway Department review form

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Maintenance Department review form
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Building Department review form
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Recreation Department review form
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Fire Department review form
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	EMS review form
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Other review form

LEGAL DOCUMENTS

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	Insurance certificate(s) PR Partnership provided
<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	Indemnity agreement(s)
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	Permits/Licenses (other than for vendors)

Yes No **OTHER (specify):**

DEPOSITS/FEES

Damage deposit paid (indicate amount):

Waiver requested: Yes No

Application fee paid (indicate amount):

Waiver requested: Yes No

ENDORSEMENT

I certify that I have reviewed all application materials and that the information contained therein is, to the best of my knowledge, accurate and truthful.

I understand that Town Board approval of my application does not constitute a permit; that if the application is approved, I must meet any and all conditions specified by the Town Board before a permit can be issued; and furthermore, that under no circumstances may the event take place unless and until a permit has been issued.

3/10/25

(signature) (date)

Tanja Vogel

(printed name)

MEMORANDUM

To: Town Board
From: Joshua Hayes
Cc: Vinnie Duffield
Date: March 27, 2025
Re: Highway materials bids

A bid opening for Highway Materials was held at 10:00 am on Thursday, March 25, 2025, at the Town House. Notice had previously been published in the Journal News and posted to the sign board and the town website. Bid specs were sent to a number of vendors, posted to the website, and made available upon request.

The Highway Superintendent's recommendations regarding bid awards are attached.

The Town Clerk held a bid opening for Highway road materials on Tuesday, March 25th, 2025 at 10:00 A.M., and the results are as follows:

BLACKTOP LAID IN PLACE – PER TON

Intercounty Paving \$113.22

Clove Excavators, Inc \$112.95

Kect Contruction Corp \$114.35

LINE STRIPING

NO BIDS

BITUMINOUS CONCRETE

Peckham – price per ton

Base course type 1 \$94.90

Binder course type 3 \$96.00

Shim course type 5 \$119.50

Top course type 6f \$97.00

Top course type 6f modified \$97.00

Top course type 7 \$104.00

Playground mix \$104.00

Curb mix \$115.50

Recycled Item 4 \$ 10.00 (asphalt blend)

REFUSE/CARTERS

(price per pull)	<u>CRP SANITATION</u>	<u>CITY CARTING</u>
3 cans w/ weekly pickup	\$125.00	\$95.00 per month
30 yards as requested	\$520 per pull w/2 ton Per limit & \$135 per ton over	\$235 per pull + \$110.00/ton
20 yards as requested	\$520 per pull w/2 ton per limit & \$135 per ton over	\$235 per pull + \$110.00/ton
10 yards w/weekly pickup	\$520 per month	\$346.98 per month
2 yards w/weekly pickup	\$130 per month	\$173.98 per month

RECYCLABLES AND HOUSEHOLD JUNK CONTAINERS

(price per pull)	<u>CRP SANITATION</u>	<u>CITY CARTING</u>
30 yards cardboard	\$275.00	\$235.00
30 yards mixed paper	\$275.00	\$235.00
30 yards commingled	\$275.00 + \$135 per ton	\$235.00 + \$75.00/ton
30 yards metal	\$275.00	\$235.00
30 yards household junk (no hazardous materials, tires, chemicals, etc)	\$520 per pull incl. 2 tons	\$235.00 per pull + \$110.00/ton
other fees (if any)	\$135 per ton over	N/A

SINGLE STREAM RECYCLING

NO BIDS

HEAVY EQUIPMENT

ACS Construction

Lg. Dmp. Truck
w/op. \$1,200.00 (Daily) \$6,000.00 (Weekly)

Lg. Exc.
w/op. \$1,800.00 (Daily) \$9,000.00 (Weekly)

Mini Exc.
w/op. \$1,400.00 (Daily) \$7,000.00 (Weekly)

Exc. w/op
& hammer \$2,800.00 (Daily) \$14,000.00 (Weekly)

306 CAT \$1,500.00 (Daily) \$7,500.00 (Weekly)

Fred A. Cook Jr. Inc

Vacuum Exc. w/op. & labor \$2,800.00 (Daily) \$14000.00 (Weekly)

CATCH BASIN AND VOR-TECH UNIT CLEANING

Fred A. Cook Jr. Inc

Vacuum Truck w/op.
Laborer \$1,900.00 (Daily) \$9,500.00 (Weekly)
\$800 \$4,000

AGGREGATES AND ROAD SAND FOR ICE CONTROL
(PRICE PER TON DELIVERED)

	<u>Putnam</u> <u>Material</u>	<u>Wingdale</u> <u>Material</u>	<u>Thalle</u> <u>Indus.</u>	<u>Red</u> <u>Wing</u>
<u>Recycled Item 4</u>			\$20.00 (concrete)	
<u>¾" Trap Rock</u>			\$37.00 (granite)	
<u>¾" Stone</u>	\$38.00	\$34.50	\$37.00	
<u>3/8" blue stone</u>		\$42.00	\$41.00	
<u>Rip-Rap stone</u> <u>5" – 6"</u>	\$42.00	\$44.00	\$39.00	
<u>Rip-Rap stone</u> <u>5" or less</u>		\$44.00	\$39.00	
<u>Road Sand</u>		\$34.00	\$34.00	\$31.00
<u>Light Stone</u> <u>Fill (8"-12"</u>			\$40.00	
<u>¾ Brown Item 4</u>			\$31.00	
<u>Item 4 – Gray</u>		\$32.50		
<u>¾ White Item 4</u>	\$31.50			

TREE WORK (2 YEAR CONTRACT)

Anthony J Mendola / American Property Care

Bucket Truck w/op.	\$1,400.00 (Daily)	\$7,000.00 (Weekly)
Flogger/ Rope guy	\$250.00 (Daily)	\$1,250.00 (Weekly)

Barney Zipkin Tree Service Inc.

75' Bucket Truck w/op.	\$1,300.00 (Daily)	\$6,000.00 (Weekly)
Chip Truck w/op. and chipper	\$1,100.00 (Daily)	\$5,000.00 (Weekly)
Stump Grinder w/op.	\$1,000.00 (Daily)	\$4,800.00 (Weekly)
83' Track Lift w/op.	\$1,500.00 (Daily)	\$6,500.00 (Weekly)
127' 38T Crane w/op.	\$2,400.00 (Daily)	\$9,600.00 (Weekly)
Additional Grounds Person	\$680.00 (Daily)	\$2,700.00 (Weekly)
Log Truck w/op.	\$1,300.00 (Daily)	\$5,200.00 (Weekly)