

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANN SPOFFORD
Town Clerk

FRANK D. LOMBARDI
Town Councilman
Deputy Supervisor

60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836
www.carmelny.org

KATHLEEN KRAUS
Receiver of Taxes

JOHN D. LUPINACCI
Town Councilman
SUZANNE MC DONOUGH
Town Councilwoman
JONATHAN SCHNEIDER
Town Councilman

MICHAEL SIMONE
Superintendent of Highways
Tel. (845) 628-7474

TOWN BOARD VOTING MEETING
Wednesday, November 4, 2015 7:00pm

Pledge of Allegiance – Moment of Silence

6:00pm Executive Session:

1. Wilson-Elser – Litigation

Town Board Meeting:

1. Amended Res: Re-Scheduling Public Hearing (December 9, 2015)
2. **Public Hearing:** In Connection with the Preliminary Budget Fiscal Year Ending 2016
3. Res: Authorizing Deletions to the Active List of the Carmel Fire Department
4. Res: Authorizing Entry into Contractual Agreement Electrical Supply Services
5. Res: Authorizing Payment for Vehicle Repairs Town of Carmel Highway Department
6. Res: Accepting Proposal for Consulting Engineering Services
7. Res: Making Appointments to the Lake Secor Park District Advisory Board
8. Res: Terminating Declaration of Water Emergency Pursuant to Section 151-22 of the Town Code
9. Res: Authorizing Attendance at Seminar
10. Res: Accepting Proposal for Roof Repair – Carmel Water District #9
11. Res: Accepting Proposal for Pump Installation – Carmel Water District #8
12. Res: Establishing Employment Anniversary Date
13. Res: Establishing Employment Anniversary Date

- **Public Comment (Three (3) Minutes on Agenda Items Only)**
- **Town Board Member Comments**

Open Forum:

- **Public Comments on New Town Related Business (Three (3) Minutes Maximum per Speaker for Town Residents, Property Owners & Business Owners Only)**
- **Town Board Member Comments**
- **Adjournment**

Executive Session:

1. Budget Y/E 2016 – Personnel

#1

RESOLUTION AUTHORIZING RE-SCHEDULING OF PUBLIC HEARING

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the re-scheduling of a Public Hearing at Town Hall, 60 Mc Alpin Avenue, Mahopac, New York 10541 from Wednesday, November 4, 2015 to Wednesday, December 9, 2015 at 7:00 p.m. or as soon thereafter that evening as possible on a proposed Local Law enacting Chapter 15 of the Code of the Town of Carmel, entitled "Employment Fingerprint Inquiries"; and

BE IT FURTHER RESOLVED that Town Clerk Ann Spofford is hereby authorized and instructed to publish and post the necessary notices in the official newspaper of the Town and on the Town bulletin board regarding this Public Hearing.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

Ann Spofford

Town Clerk

Town of Carmel

#2

Town Hall

60 McAlpin Avenue

Mahopac, New York 10541

Telephone: 845.628.1500

Fax: 845.628.7434

**NOTICE OF PUBLIC HEARING
TOWN OF CARMEL PRELIMINARY BUDGET**

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Carmel will conduct a Public Hearing on the 4th day of November, 2015 at Town Hall, 60 McAlpin Avenue, Mahopac, New York, at 7:00 p.m. or as soon thereafter that evening as possible in regard to the Preliminary Budget for the fiscal year 2016 including the General Town Fund, Highway Funds as well as all Water Districts, Sewer Districts, Park Districts, Fire Districts, Fire Protection Districts, Lighting Districts and Garbage Districts, and

BE IT FURTHER NOTICED that pursuant to Section 108 of the Town Law, the proposed salaries of the following officials for fiscal year 2016 are hereby specified as follows: Supervisor: \$108,514.04, Town Council Members (ea): \$20,038.00, Town Clerk: \$85,194.20 and Highway Superintendent: \$113,398.74;

AND BE IT FURTHER NOTICED, that the Preliminary Budget for the Town of Carmel has been completed and filed in the Office of the Town Clerk, Town Hall, 60 McAlpin Avenue, Mahopac, New York, where it is available for public inspection during office hours.

At said Public Hearing, any resident may be heard in favor of or against the Preliminary Budget as compiled or for or against any item or items contained therein. The Town Board will make every effort to assure that the Public Hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.

By Order of the Town Board
of the Town of Carmel
Ann Spofford, Town Clerk

#3

RESOLUTION AUTHORIZING ADDITIONS AND DELETIONS TO THE ACTIVE LIST OF THE CARMEL FIRE DEPARTMENT

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the deletion of the following names to the active list of the Carmel Fire Department:

Paul L. Pinna, Carmel NY

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

#4

RESOLUTION AUTHORIZING ENTRY INTO CONTRACTUAL AGREEMENT ELECTRICAL SUPPLY SERVICES

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the entry into a contractual agreement with Energy Cooperative of America, Amherst, NY, for the supply of electricity to Town of Carmel buildings and facilities for a period of one (1) year, at a rate of \$.06866 per kilowatt hour, said agreement to be in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that either Town Supervisor Kenneth Schmitt or Town Comptroller MaryAnn Maxwell are hereby authorized to execute said agreement on behalf of the Town of Carmel, as well as any other and further documentation required to effectuate said agreement on the terms authorized herein.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____



Energy Cooperative of America

The Energy Cooperative of America, Inc.
1408 Sweet Home Road, Suite 8
Amherst, New York 14228
Tel: (716) 580-3506
Fax: (716) 932-7337
www.ecamerica.org

ENERGY SUPPLY DISCLOSURE STATEMENT

This Disclosure Statement has important information you need to know before you commit to electric and/or natural gas service from the Energy Cooperative of America, Inc. (ECA). ECA is a Not-for-Profit corporation whose members include a variety of New York electricity and natural gas end users. ECA's purpose is to provide to its members the lowest cost alternative for reliable supplies of electricity and natural gas. This is accomplished by purchasing wholesale energy supplies and services and then disaggregating those supplies and services to ECA members, with the only added cost being its administrative fee to cover its overhead. ECA welcomes new members upon credit qualification and acceptance by its Board of Directors. New members will be required to sign a Membership Form and Billing/Payment History Form. You may terminate your membership by providing thirty (30) days' written notice (this is effectively a month-to-month contract). ECA will provide electricity and/or natural gas to your facilities on a monthly basis. ECA's energy supplies will be delivered to your facilities via the local electric utility's wires or the local natural gas utility's pipelines.

Service Arrangements

Electricity

Electricity supply will be provided to your facilities by ECA on a cost per Kwh basis. This price shall be ECA's weighted average commodity price for a given month plus an administrative fee of \$0.0012 per Kwh together with any applicable taxes or agent fees, if any. In the alternative, negotiated rates may be set forth in the attached Addendum A (these are considered fixed term contracts). The local electric utility will provide transmission and distribution of that electricity at rates approved by the New York State Public Service Commission. The local electrical utility is also required by law to serve as provider of last resort for commercial electricity supply use, and respond to service calls as set forth hereafter. The provisions of the Home Energy Fair Practices Act protect residential electric members. ECA is required to provide Environmental Disclosure Label information to its electric customers twice a year inserted in their supply bills.

Natural Gas

Natural gas supply will be provided to your facilities by ECA on a cost per Mcf basis. This price shall be ECA's weighted average commodity price for a given month plus an administrative fee of \$0.11 per Mcf together with any applicable taxes or agent fees, if any. In the alternative, negotiated rates may be set forth in the attached Addendum A (these are considered fixed term contracts). The local natural gas utility will provide transportation of that natural gas at rates approved by the New York State Public Service Commission. The local natural gas utility is also required by law to serve as provider of last resort for commercial natural gas supply use, and respond to service calls as set forth hereafter. The provisions of the Home Energy Fair Practices Act protect residential natural gas members.

Customer Disclosure Statement

Commodity Type

	Electricity	Natural Gas
<u>Price</u>		
Variable Price	Weighted average NYISO commodity price, plus an administrative fee of \$0.0012 per kWh, and any applicable taxes and/or agent fees.	Weighted average NYMEX commodity price, plus an administrative fee of \$0.11 per mcf, and any applicable taxes and/or agent fees.
Fixed Price	Fixed price inclusive of the commodity price, administrative fee and any applicable taxes and/or agent fees.	Fixed price inclusive of the commodity price, administrative fee and any applicable taxes and/or agent fees.
<u>Length of Contract</u>		
Variable Price	Month-to-month commencing on the first meter read date.	Month-to-month commencing on the first meter read date.
Fixed Price	Fixed term as indicated in an Addendum signed by the parties.	Fixed term as indicated in an Addendum signed by the parties.

Terms of Renewal

Variable Price	Month-to-month until terminated upon 30 days prior notice.	Month-to-month until terminated upon 30 days prior notice.
Fixed Price	Month-to-month after conclusion of fixed term.	Month-to-month after conclusion of fixed term.

Termination Fees

Variable Price	None	None
Fixed Price	Dependent upon comparison of fixed price with market pricing at time of termination.	Dependent upon comparison of fixed price with market pricing at time of termination.

Late Payment Fees

Variable Price	1.5% of any unpaid amount, including latest charges, any prior past due balances and outstanding late fees.	1.5% of any unpaid amount, including latest charges, any prior past due balances and outstanding late fees.
Fixed Price	Same as Variable Price terms.	Same as Variable Price terms.

Savings Calculation

Variable Price	While not guaranteed, a report will be provided each month that shows ECA's commodity price compared to the utility's rate.	While not guaranteed, a report will be provided each month that shows ECA's commodity price compared to the utility's rate.
Fixed Price	Not applicable.	Not applicable

Policies**Office Locations and Hours**

ECA's offices are located at 1408 Sweet Home Road Suite 8 Amherst, New York 14228, and are open from 8:00 AM to 4:30 PM Monday through Friday. ECA can be reached by telephone at (716) 580-3506. Telephone service hours are from 8:00 AM to 4:30 PM Monday through Friday, and a voice mail directory is in operation at all times.

Bill Payment Process

For electricity: ECA will bill directly for electricity supply and the local electric utility will bill directly for its delivery services. ECA bills will be issued monthly and the local electric utility's bills will be issued per their normal practice, with the exception of those utilities that offer a single bill option, which currently includes National Grid, NYSEG and Rochester Gas & Electric.

For natural gas: ECA will bill for both natural gas supply and the local natural gas utility's delivery services, with the exception of the NYSEG, RG&E, National Grid and National Fuel Residential programs. ECA bills will be issued monthly and payment is due as indicated on the bill.

The local electric and/or natural gas utility will read your electric/gas meter monthly to calculate your monthly usage. The utility will then assess charges to your account based upon those usages and ECA will use the usages to calculate your monthly charges for energy supply. Should the utility's usage information not be available in a timely fashion, ECA reserves the right to issue a prebill (in lieu of a security deposit) based on estimated usages each month and then adjust a subsequent bill to correct for actual usage shown by meter readings. ECA reserves the right to charge a late payment fee of 1.5% of the amount due for payments along with any past due balances and unpaid late payment fees not made by their due date. Returned checks and failed ACH payments will be assessed a \$25.00 returned check/failed ACH payment charge. If the member defaults, to the extent permitted by law, ECA will pursue formal collection of any balance owed, together with the expenses of enforcement and collection of said balance, including, without limitation, reasonable attorney's fees and related costs associated with the formal collection of any balance due.

Complaint and Dispute Resolution

If you have any complaints regarding your electric or natural gas service or your monthly bill, please contact us at (716) 580-3506. If ECA's staff cannot resolve your dispute, you will have the opportunity to present your dispute to ECA's Board of Directors at their next scheduled Board meeting. In the mean time, you are obligated to pay any disputed invoice in full, with the exception of any obvious errors, until said dispute can be resolved to the satisfaction of yourself and ECA. If the dispute cannot be resolved within forty-five (45) days, the dispute shall be submitted to binding arbitration conducted pursuant to the rules, regulations and procedures of the American Arbitration Association.

Amendment, Cancellation or Expiration of Agreement

ECA's Membership Agreement may be amended from time to time upon approval of the ECA Board of Directors. Any amendment does not take effect until thirty (30) days after its approval by the Board of Directors. As set forth hereafter, membership in ECA may be terminated upon thirty (30) days' prior written notice, at which time the member may choose another provider of electricity

and/or natural gas, or return to the local utility for its commodity supply. ECA will similarly give the member, as well as the applicable local electric or natural gas utility, a minimum of thirty (30) days' advance written notice prior to a termination of membership in ECA. ECA will follow the New York State Department of Public Service rules and the Home Energy Fair Practices Act to terminate Residential members from the cooperative.

Financial Obligations of the Cooperative

In the event of a default by a cooperative member, the existing members shall not assume any obligation of the cooperative either to the surety that provides any bond or bonds to the cooperative or the supplier of the commodity and/or services. The cooperative would take appropriate action to recover the amount from the defaulting member and return any amount recovered to the reserves of cooperative.

Allocation of Partial Payments

If a member does not pay its monthly bill in full, ECA will first credit the amount received to the outstanding balance, including any late fees, and then apply any remainder to current charges. Delinquencies of thirty (30) days or more are cause for termination of membership in ECA upon thirty (30) days' prior written notice. There is no preset termination fee for cancellation of this contract.

Historic Billing Information

ECA will consider a member's billing information to be confidential. If a member wishes for the billing information to be provided to the member or to be released to a third party, the member must notify ECA in writing.

Calls for Service Problems

If a member becomes aware of an electrical or gas emergency condition, experiences an unanticipated loss of electricity or gas service or experiences poor power quality, the member should contact its electric or natural gas utility at:

National Fuel Gas Corporation 1-800-444-3130
New York State Electric & Gas 1-800-572-1131
National Grid Power Corporation 1-800-932-0301
Rochester Gas & Electric 1-716-546-1100
Consolidated Edison Corp. 1-800-752-6633

Credit Checks

We may verify a member's credit history with either the utility or a credit reporting company upon the member's application for membership in ECA. Determination of credit worthiness will be at ECA's sole discretion in accordance with generally accepted business practices.

Customers' Rights and Obligations

Amendment of Agreement or Change of Electricity Providers

If a member wishes to terminate its membership in ECA and change electricity or natural gas providers, it must provide ECA with thirty (30) days' prior written notice. ECA will notify the local utility of the change of electricity or natural gas supplier. Any such change of energy supplier must take place at a scheduled meter reading date; otherwise there will be a meter reading charge as determined by the local utility. If ECA terminates the membership, the electricity or natural gas supply will automatically be provided by the local utility under its standard tariff, unless or until the former member chooses another supplier. Residential customers have right to cancel within three business days of receipt of the utility switch letter. Electricity or natural gas may only be shut off by the local utility under procedures approved by the Public Service Commission.

Third Party Notification

A member may direct that its bills be sent to a third party. Such requests must be provided in writing to ECA.

Department of Public Service Complaint Number

You may contact the NYSDPS at its toll-free number (1-888-697-7728) for information about, or questions regarding, energy service providers (ESCOs/Marketers) and the competitive energy market. The Department of Public Service is monitoring complaints against energy service companies. It will not resolve complaints, but an excessive number of complaints may result in an energy supply company no longer being allowed to supply electricity or natural gas. The Department of Public Service toll-free telephone number for *residential complaints* is 1-800-342-3377. Non-residential (or residential, should they so choose) customers may write the Department of Public Service at: Office of Consumer Services, Delmar Annex, Three Empire State Plaza, Albany, NY 12223-1350 or contact them by e-mail at <http://www.dps.state.ny.us>.

Addendum A to ECA Disclosure Statement
Transaction Confirmation and Supplement
to the
ELECTRIC BASE AGREEMENT

Between Seller and Buyer

Dated October 13, 2015

Seller: Energy Cooperative of America
Address: 1408 Sweet Home Road Ste 8
Amherst, New York 14228
Telephone: (716) 580-3506
Fax: (716) 932-7337

Buyer: Town of Carmel
Address: 60 McAlpin Avenue
Mahopac, New York 10541
Telephone: 845-628-1500
Fax:

Type of Service: Full Requirements

Term: 1 Year Starting after November 2015 meter reads

Price: 12- Month Fixed Price: \$0.06866/kWh

Per Electricity Supply Bid RFB-51-15 Opened October 7, 2015
Dual Billed with (3) Separate Summary Bills one for each group A, B & C

Tax Exempt % Yes

Quantities: bandwidth / tolerance is +/- 25%

Special Conditions: (a) Buyer agrees to notify seller of any material changes in its electric requirements, such as plant shut downs or scaling back of business operations, within five (5) days of the time that such changes are known by Buyer.

Appropriation Clause: This Agreement shall be deemed executory to the extent that the monies are appropriated in Buyer's current budget for the purposes of this Agreement. This Agreement is not a general obligation of the Buyer. Neither the full faith or credit, nor the taxing power of Buyer is pledged to the payment of any amount due, or to become due, under this Agreement. This Agreement shall be effective to the extent that the monies to be paid hereunder are appropriated in Buyer's Budget. Buyer represents and warrants that it has sufficient monies appropriated and budgeted to meet its financial and contractual obligations for the Term of January 1, 2016 through December 31, 2016 and that it will take all appropriate steps to ensure it appropriates and budgets sufficient monies to meet its future financial and contractual obligations under this Agreement.

Account Information*: Please see the attached list

ENERGY COOPERATIVE OF AMERICA ("SELLER")

By: [Signature]
Title: Executive Director
Date: 10/13/15

TOWN OF CARMEL ("BUYER")

By: _____
Title: _____
Date: _____

<u>Legal Entity Name</u>	<u>Service Address</u>	<u>UTILITY</u>	<u>NYSEG Account No.</u>
GROUP A			
TOWN OF CARMEL-A	WAINWRIGHT RD PS WR-1 CARMEL NY 10512	NYSEG	N01000002295871
TOWN OF CARMEL-A	DUKE RD CARMEL NY 15012	NYSEG	N01000007605843
TOWN OF CARMEL-A	NEAR 115 FAIR ST PS FS-2 CARMEL NY 10512	NYSEG	N01000003805611
TOWN OF CARMEL-A	NEAR 115 FAIR ST PS FS-1 CARMEL NY 10512	NYSEG	N01000002953388
TOWN OF CARMEL-A	NEAR 2 EVERETT RD PS#1 CARMEL NY 10512	NYSEG	N01000000992552
TOWN OF CARMEL-A	NEAR 2 EVERETT RD PS#2 CARMEL NY 10512	NYSEG	N01000001418656
TOWN OF CARMEL-A	NEAR 8 EVERETT RD PS#3 CARMEL NY 10512	NYSEG	N01000001843580
TOWN OF CARMEL-A	NEAR 8 EVERETT RD PS ER-4 CARMEL NY 10512	NYSEG	N01000003974938
TOWN OF CARMEL-A	NEAR 16 EVERETT RD PS ER-5 CARMEL NY 10512	NYSEG	N01000001886480
TOWN OF CARMEL-A	NEAR 22 EVERETT RD PS ER-6 CARMEL NY 10512	NYSEG	N01000002739324
TOWN OF CARMEL-A	NEAR 26 EVERETT RD PS ER-7 CARMEL NY 10512	NYSEG	N01000001504117
TOWN OF CARMEL-A	NEAR 26 EVERETT RD PS ER-8 CARMEL NY 10512	NYSEG	N01000001078187
TOWN OF CARMEL-A	NEAR 30 EVERETT RD PS ER-9 CARMEL NY 10512	NYSEG	N01000002782084
TOWN OF CARMEL-A	EVERETT RD PS ER-10 MAHOPAC NY 10541	NYSEG	N01000000694604
TOWN OF CARMEL-A	NEAR 30 EVERETT RD PS ER-11 CARMEL NY 10512	NYSEG	N01000001546324
TOWN OF CARMEL-A	NEAR 46 EVERETT RD PS ER-12 CARMEL NY 10512	NYSEG	N01000002824951
TOWN OF CARMEL-A	NEAR 56 EVERETT RD PS ER-13 CARMEL NY 10512	NYSEG	N01000004104022
TOWN OF CARMEL-A	NEAR 56 EVERETT RD PS ER-14 CARMEL NY 10512	NYSEG	N01000001252154
TOWN OF CARMEL-A	NEAR 56 EVERETT RD PS ER-15 CARMEL NY 10512	NYSEG	N01000002440287
TOWN OF CARMEL-A	NEAR 62 EVERETT RD PS ER-16 CARMEL NY 10512	NYSEG	N01000003340312
TOWN OF CARMEL-A	NEAR 62 EVERETT RD PS ER-17 CARMEL NY 10512	NYSEG	N01000001635077
TOWN OF CARMEL-A	NEAR 686 STONELEIGH AVE PUMP CARMEL NY 10512	NYSEG	N01000005871637
TOWN OF CARMEL-A	NEAR 659 STONELEIGH AVE CARMEL NY 10512	NYSEG	N01000000499632
TOWN OF CARMEL-A	NEAR 147 HUGHSON RD N PS CARMEL NY 10512	NYSEG	N01000003919610
TOWN OF CARMEL-A	NEAR 17 KELLY RD PS CSD #2 CARMEL NY 10512	NYSEG	N01000004155586
TOWN OF CARMEL-A	HUGHSON RD S CSD #2 CARMEL NY 10512	NYSEG	N01000003307188
TOWN OF CARMEL-A	NEAR 18 NORTHGATE RD CARMEL NY 10512	NYSEG	N01000001895515
TOWN OF CARMEL-A	NEAR 17 ARBORVIEW PUMP CARMEL NY 10512	NYSEG	N01000014021398
TOWN OF CARMEL-A	LEESIDE RD PS LS-1 CARMEL NY 10512	NYSEG	N01000003600442
TOWN OF CARMEL-A	NEAR 24 WILLOW RD PS WIL-1 CARMEL NY 10512	NYSEG	N01000002364420
TOWN OF CARMEL-A	NEAR 15 WILLOW RD PS WIL-2 CARMEL NY 10512	NYSEG	N01000001129972
TOWN OF CARMEL-A	NEAR 11 WILLOW RD PS WIL-3 CARMEL NY 10512	NYSEG	N01000002407054
TOWN OF CARMEL-A	NEAR 6 TOWER RD TWR-4 CARMEL NY 10512	NYSEG	N01000002936102
TOWN OF CARMEL-A	NEAR 6 TOWER RD TWR-3 CARMEL NY 10512	NYSEG	N01000003788213
TOWN OF CARMEL-A	NEAR 15 TOWER RD TWR-2 CARMEL NY 10512	NYSEG	N01000001657261
TOWN OF CARMEL-A	NEAR 15 TOWER RD TWR-1 CARMEL NY 10512	NYSEG	N01000002509206
TOWN OF CARMEL-A	NEAR 15 SUNNYCREST RD PS SR-1 CARMEL NY 10512	NYSEG	N01000000507426
TOWN OF CARMEL-A	NEAR 30 LINDY DR PS-1 CARMEL NY 10512	NYSEG	N01000002252518
TOWN OF CARMEL-A	NEAR 72 BELDEN RD N CSD # CARMEL NY 10512	NYSEG	N01000003991635
TOWN OF CARMEL-A	NEAR 8 RODGERS LN RDG-3 CARMEL NY 10512	NYSEG	N01000003264983
TOWN OF CARMEL-A	NEAR 8 RODGERS LN RDG- CARMEL NY 10512	NYSEG	N01000002839009
TOWN OF CARMEL-A	NEAR 8 RODGERS LN RDG-1 CARMEL NY 10512	NYSEG	N01000001134592
TOWN OF CARMEL-A	NEAR 33 BELDEN RD PS BEL-1 CARMEL NY 10512	NYSEG	N01000002369106
TOWN OF CARMEL-A	NEAR 15 CORNISH RD PS U CORN1 CARMEL NY 10512	NYSEG	N01000001432434
TOWN OF CARMEL-A	CORNISH RD PS L CORN3 CARMEL NY 10512	NYSEG	N01000002710226
TOWN OF CARMEL-A	CORNISH RD PS L CORN4 CARMEL NY 10512	NYSEG	N01000002753408
TOWN OF CARMEL-A	CORNISH RD PS L CORN5 CARMEL NY 10512	NYSEG	N01000003179785
TOWN OF CARMEL-A	NEAR 5 CORNISH RD PS L CORN2 CARMEL NY 10512	NYSEG	N01000002667616
TOWN OF CARMEL-A	NEAR 5 CORNISH RD PSL CORN1 CARMEL NY 10512	NYSEG	N01000003903408
TOWN OF CARMEL-A	NEAR 11 GLENEIDA RIDGE RD PS GLN1 CARMEL NY 10512	NYSEG	N01000000751289
TOWN OF CARMEL-A	NEAR 59 GLENEIDA RIDGE RD PSL GLN5 CARMEL NY 10512	NYSEG	N01000001687391
TOWN OF CARMEL-A	NEAR 59 GLENEIDA RIDGE RD PSL GLN4 CARMEL NY 10512	NYSEG	N01000003350154
TOWN OF CARMEL-A	NEAR 41 GLENEIDA RIDGE RD PSL GLN3 CARMEL NY 10512	NYSEG	N01000001644814
TOWN OF CARMEL-A	NEAR 25 GLENEIDA RIDGE RD CARMEL NY 10512	NYSEG	N01000002881589
TOWN OF CARMEL-A	NEAR 8 BELDEN RD S CSD 2 CARMEL NY 10512	NYSEG	N01000001597756
TOWN OF CARMEL-A	7 SUNSET RDG CARMEL NY 10512-1118	NYSEG	N01000005992748
TOWN OF CARMEL-A	NEAR 160 GLENEIDA RIDGE RD PS UGLN1 CARMEL NY 10512	NYSEG	N01000003804242
TOWN OF CARMEL-A	NEAR 152 GLENEIDA RIDGE RD PS UGLN2 CARMEL NY 10512	NYSEG	N01000000438796
TOWN OF CARMEL-A	UPPER GLENEIDA PS UGLN3 CARMEL NY 10512	NYSEG	N01000002142412

TOWN OF CARMEL-A	NEAR 128 GLENEIDA RIDGE RD CARMEL NY 10512	NYSEG	N01000003420510
TOWN OF CARMEL-A	CENTENNIAL RIDG E CARMEL NY 10512	NYSEG	N01000007298334
TOWN OF CARMEL-A	UPPER GLENEIDA PS UGLN5 CARMEL NY 10512	NYSEG	N01000002610673
TOWN OF CARMEL-A	NEAR 116 GLENEIDA RIDGE RD CARMEL NY 10512	NYSEG	N01000001375807
TOWN OF CARMEL-A	NEAR 116 GLENEIDA RIDGE RD CARMEL NY 10512	NYSEG	N01000002184505
TOWN OF CARMEL-A	NEAR 116 GLENEIDA RIDGE RD CARMEL NY 10512	NYSEG	N01000000992370
TOWN OF CARMEL-A	N GLENVIEW RD PS NGLN1 CARMEL NY 10512	NYSEG	N01000000651778
TOWN OF CARMEL-A	NEAR 76 GLENVUE DR PUMP STA CARMEL NY 10512	NYSEG	N01000000694455
TOWN OF CARMEL-A	NEAR 76 GLENVUE DR CARMEL NY 10512	NYSEG	N01000003634052
TOWN OF CARMEL-A	NEAR 51 GLENVUE DR CARMEL NY 10512	NYSEG	N01000003677077
TOWN OF CARMEL-A	NEAR 27 GLENVUE DR CARMEL NY 10512	NYSEG	N01000002440105
TOWN OF CARMEL-A	NEAR 21 GLENVUE DR CARMEL NY 10512	NYSEG	N01000000783753
TOWN OF CARMEL-A	NEAR 21 GLENVUE DR CARMEL NY 10512	NYSEG	N01000001209683
TOWN OF CARMEL-A	NEAR 3 GLENVUE DR CARMEL NY 10512	NYSEG	N01000003411881
TOWN OF CARMEL-A	NEAR 3670 ROUTE 301 PS 301-1 CARMEL NY 10512	NYSEG	N01000002572279
TOWN OF CARMEL-A	NEAR 3670 ROUTE 301 CSD2 CARMEL NY 10512	NYSEG	N01000002999001
TOWN OF CARMEL-A	9 SUNSET RIDGE CARMEL NY 10512	NYSEG	N01000003042165
TOWN OF CARMEL-A	14 COLLIER DR E PS CDE-1 CARMEL NY 10512-1130	NYSEG	N01000002700227
TOWN OF CARMEL-A	14 COLLIER DR E PS CDE-2 CARMEL NY 10512-1130	NYSEG	N01000003552510
TOWN OF CARMEL-A	22 COLLIER DR E PS CDE10 CARMEL NY 10512-1130	NYSEG	N01000004150579
TOWN OF CARMEL-A	22 COLLIER DR E PS CDE-9 CARMEL NY 10512-1130	NYSEG	N01000003770245
TOWN OF CARMEL-A	COLLIER DR E PS CDE-8 CARMEL NY 10512	NYSEG	N01000003344322
TOWN OF CARMEL-A	COLLIER DR E PS CDE-7 CARMEL NY 10512	NYSEG	N01000001681683
TOWN OF CARMEL-A	COLLIER DR E PS CDE-6 CARMEL NY 10512	NYSEG	N01000001299262
TOWN OF CARMEL-A	COLLIER DR E PS CDE-5 CARMEL NY 10512	NYSEG	N01000002150894
TOWN OF CARMEL-A	COLLIER DR E PS CDE-4 CARMEL NY 10512	NYSEG	N01000000489492
TOWN OF CARMEL-A	5 SUNSET DR CARMEL NY 10512	NYSEG	N01000001762459
TOWN OF CARMEL-A	14 COLLIER DR E PS CDE-3 CARMEL NY 10512-1130	NYSEG	N01000001890672
TOWN OF CARMEL-A	MECHANIC ST PS CSD #2 CARMEL NY 10512	NYSEG	N01000002470912
TOWN OF CARMEL-A	MEADOW RD PS CARMEL NY 10512	NYSEG	N01000000831073
TOWN OF CARMEL-A	7 INTERLOCKEN RD CARMEL NY 10512	NYSEG	N01000005222518
TOWN OF CARMEL-A	NEAR 10 CROSBY RD CROS1 CARMEL NY 10512	NYSEG	N01000003429750
TOWN OF CARMEL-A	NEAR 16 CROSBY RD CROS2 CARMEL NY 10512	NYSEG	N01000000489989
TOWN OF CARMEL-A	NEAR 16 CROSBY RD CROS3 CARMEL NY 10512	NYSEG	N01000001299833
TOWN OF CARMEL-A	20 CROSBY RD CARMEL NY 10512	NYSEG	N010000014811293
TOWN OF CARMEL-A	NEAR 10 NORTHGATE RD CSD #2 CARMEL NY 10512	NYSEG	N01000000958991
TOWN OF CARMEL-A	NEAR 1 BALLA RD BAL-1 CARMEL NY 10512	NYSEG	N01000001001551
TOWN OF CARMEL-A	NEAR 1 BALLA RD BAL-2 CARMEL NY 10512	NYSEG	N01000000575183
TOWN OF CARMEL-A	NEAR 18 NORTHGATE RD CARMEL NY 10512	NYSEG	N01000003983962
TOWN OF CARMEL-A	NEAR 15 LAKE GILEAD RD CARMEL NY 10512	NYSEG	N01000008477143
TOWN OF CARMEL-A	NEAR 22 LAKE GILEAD RD LG-1 CARMEL NY 10512	NYSEG	N01000004069704
TOWN OF CARMEL-A	MEADOWCREST RD CSD #2 CARMEL NY 10512	NYSEG	N01000002397214
TOWN OF CARMEL-A	SEMINARY HILL RD PUMP CARMEL NY 10512	NYSEG	N01000018345322
TOWN OF CARMEL-A	NEAR 22 HILDACAR LN PUMP CARMEL NY 10512	NYSEG	N01000005471131
TOWN OF CARMEL-A	RED MILLS PARK CARMEL NY 10512	NYSEG	N01000060278041

GROUP B

TOWN OF CARMEL - B	NEAR 140 RED MILLS RD MAHOPAC NY 10541	NYSEG	N01000012097754
TOWN OF CARMEL - B	NEAR 824 ROUTE 6 MAHOPAC NY 10541	NYSEG	N01000059647164
TOWN OF CARMEL - B	927 ROUTE 6 MAHOPAC NY 10541	NYSEG	N01000059635029
TOWN OF CARMEL - B	NEAR 782 S LAKE BLVD MAHOPAC NY 10541	NYSEG	N01000014208961
TOWN OF CARMEL - B	NEAR 865 S LAKE BLVD MAHOPAC NY 10541	NYSEG	N01000016921322
TOWN OF CARMEL - B	SENIOR&ELLEN PS CWD 10 MAHOPAC NY 10541	NYSEG	N01000016202111
TOWN OF CARMEL - B	CREST DR TANK CWD 10 MAHOPAC NY 10541	NYSEG	N01000000752493
TOWN OF CARMEL - B	LINDY DR CWD WTR TNK CARMEL NY 10512	NYSEG	N01000002679975
TOWN OF CARMEL - B	DAISY LANE DIST MAHOPAC NY 10541	NYSEG	N01000000289090
TOWN OF CARMEL - B	COUNTRY HILL LTG DIST MAHOPAC NY 10541	NYSEG	N01000000224170
TOWN OF CARMEL - B	MAHOPAC LTG DIS MAHOPAC NY 10541	NYSEG	N01000000192112
TOWN OF CARMEL - B	CARMEL ST LT CARMEL NY 10512	NYSEG	N01000000305201
TOWN OF CARMEL - B	CARMEL ST LT CARMEL NY 10512	NYSEG	N01000000272807
TOWN OF CARMEL - B	DAHLIA DR PLANT CSD #7 MAHOPAC NY 10541	NYSEG	N01000003626488
TOWN OF CARMEL - B	ROUTE 6 CSD 3-PH MAHOPAC NY 10541	NYSEG	N01000003745791

TOWN OF CARMEL - B	CREST DR CWD MAHOPAC NY 10541	NYSEG	N01000001436377
TOWN OF CARMEL - B	NEAR 6 KINGS RIDGE RD CWD #8 MAHOPAC NY 10541	NYSEG	N01000003178951
TOWN OF CARMEL - B	RT 6N & SYCAMRE RD LGHTS MAHOPAC NY 10541	NYSEG	N01000006329718
TOWN OF CARMEL - B	ORCHARD RD PLNT CSD #4 MAHOPAC NY 10541	NYSEG	N01000000156778
TOWN OF CARMEL - B	SPRING & LKSHRE DR MAHOPAC NY 10541	NYSEG	N01000000220525
TOWN OF CARMEL - B	VINELAND RD CWD #7 MAHOPAC NY 10541	NYSEG	N01000000124362
TOWN OF CARMEL - B	VINELAND RD CSD #6 MAHOPAC NY 10541	NYSEG	N01000000092254
TOWN OF CARMEL - B	DREWVILLE RD PS CSD #8 CARMEL NY 10512	NYSEG	N01000002561173
TOWN OF CARMEL - B	RTE 6 PUMP-CSD # 2 CARMEL NY 10512	NYSEG	N01000000255877
TOWN OF CARMEL - B	VISTA TER CWD9 MAHOPAC NY 10541	NYSEG	N01000000429340
TOWN OF CARMEL - B	2 BALDWIN ST MAHOPAC NY 10541	NYSEG	N01000013922950
TOWN OF CARMEL - B	WEBER HILL RD CWD #6 CARMEL NY 10512	NYSEG	N01000003511243
TOWN OF CARMEL - B	TANYA LN CWD 6 MAHOPAC NY 10541	NYSEG	N01000000122804
TOWN OF CARMEL - B	HEATHER DR NEW CWD #8 MAHOPAC NY 10541	NYSEG	N01000000189811
TOWN OF CARMEL - B	MYRTLE AVE CWD #5 MAHOPAC NY 10541	NYSEG	N01000000052126
TOWN OF CARMEL - B	LOCUST HILL RD MAHOPAC NY 10541	NYSEG	N01000004899712
TOWN OF CARMEL - B	RTES 6 & 52 CWD 2TWR CARMEL NY 10512	NYSEG	N01000001124114
TOWN OF CARMEL - B	OLD ROUTE 6 CSD #2 CARMEL NY 10512	NYSEG	N01000001681030
TOWN OF CARMEL - B	NEAR 21 OLD ROUTE 6 CARMEL NY 10512	NYSEG	N01000020547451
TOWN OF CARMEL - B	RT 6 WTR PLNT CWD #2 CARMEL NY 10512	NYSEG	N01000002401131
TOWN OF CARMEL - B	NEAR 192 SHEAR HILL RD MAHOPAC NY 10541	NYSEG	N01000003050614
TOWN OF CARMEL - B	LK MACGREGOR LTG DIST MAHOPAC NY 10541	NYSEG	N01000000256552
TOWN OF CARMEL - B	NEAR 686 STONELEIGH AVE CSD #8 CARMEL NY 10512	NYSEG	N01000004485942
TOWN OF CARMEL - B	NEAR 66 EVERETT RD CWD #2 CARMEL NY 10512	NYSEG	N01000001805373
TOWN OF CARMEL - B	77 JENNIFER LN 12 MAHOPAC NY 10541-4818	NYSEG	N01000000188540
TOWN OF CARMEL - B	ROUTE 6N CWD #10 MAHOPAC NY 10541	NYSEG	N01000000142372
TOWN OF CARMEL - B	185 ARCHER RD MAHOPAC NY 10541-1911	NYSEG	N01000018968180
TOWN OF CARMEL - B	12 SUMMITT DR MAHOPAC NY 10541	NYSEG	N01000001306513
TOWN OF CARMEL - B	NEAR 4 WAYACROSS RD #6 MAHOPAC NY 10541	NYSEG	N01000001606680
TOWN OF CARMEL - B	2 CAREY ST PLANT CSD #5 MAHOPAC NY 10541	NYSEG	N01000004148219
TOWN OF CARMEL - B	SECOR RD TANK CWD #3 MAHOPAC NY 10541	NYSEG	N01000004084612
TOWN OF CARMEL - B	BIRCH RD CWD#3 MAHOPAC NY 10541	NYSEG	N01000009058975
TOWN OF CARMEL - B	295 NORTH RD MAHOPAC NY 10541	NYSEG	N01000006137640
TOWN OF CARMEL - B	LK SHORE&BIRCH RD CSD4 MAHOPAC NY 10541	NYSEG	N01000001701515
TOWN OF CARMEL - B	LK SHORE DR LITES MAHOPAC NY 10541	NYSEG	N01000001523422
TOWN OF CARMEL - B	UNDERHILL AVE CSD #4 MAHOPAC NY 10541	NYSEG	N01000001608017
TOWN OF CARMEL - B	NEAR 8 RED MILLS RD PUMPS MAHOPAC NY 10541	NYSEG	N01000018477117
TOWN OF CARMEL - B	NEAR 187 HILL ST MAHOPAC NY 10541	NYSEG	N01000059810994
TOWN OF CARMEL - B	NEAR 32 DAHLIA DR PLANT CSD7 MAHOPAC NY 10541	NYSEG	N01000060171097
TOWN OF CARMEL - B	NEAR 58 KENNARD RD MAHOPAC NY 10541	NYSEG	N01000003730611

GROUP C

TOWN OF CARMEL - C	NEAR 33 ANGELA DR BALLFLD CARMEL NY 10512	NYSEG	N01000008334245
TOWN OF CARMEL - C	ROUTE 6N MAHOPAC NY 10541	NYSEG	N01000059741017
TOWN OF CARMEL - C	ROUTE 6 CARMEL NY 10512	NYSEG	N01000000736280
TOWN OF CARMEL - C	LONG POND-BEACH LITES MAHOPAC NY 10541	NYSEG	N01000002396620
TOWN OF CARMEL - C	790 LONG POND RD MAHOPAC NY 10541	NYSEG	N01000001587732
TOWN OF CARMEL - C	790 LONG POND RD MAHOPAC NY 10541	NYSEG	N01000003676327
TOWN OF CARMEL - C	790 LONG POND RD SHOP MAHOPAC NY 10541	NYSEG	N01000003250222
TOWN OF CARMEL - C	NEAR 51 BULLET HOLE RD W MAHOPAC NY 10541	NYSEG	N01000003735214
TOWN OF CARMEL - C	NEAR 90 BULLET HOLE RD E MAHOPAC NY 10541	NYSEG	N01000000748327
TOWN OF CARMEL - C	TN LIGHTS AT LRGE CARMEL NY 10512	NYSEG	N01000000240424
TOWN OF CARMEL - C	ANGELA DR MAHOPAC NY 10541	NYSEG	N01000012360103
TOWN OF CARMEL - C	790 LONG POND RD REC OFF MAHOPAC NY 10541	NYSEG	N01000000089003
TOWN OF CARMEL - C	60 MCALPINE AVE MAHOPAC NY 10541	NYSEG	N01000000248005
TOWN OF CARMEL - C	MCALPIN -MUSEUM BLDG MAHOPAC NY 10541	NYSEG	N01000001787746
TOWN OF CARMEL - C	48 MCALPIN AVE MAHOPAC NY 10541	NYSEG	N01000020627410
TOWN OF CARMEL - C	MCALPIN AVE OLD GAR MAHOPAC NY 10541	NYSEG	N01000004128997
TOWN OF CARMEL - C	MCALPIN AVE MAHOPAC NY 10541	NYSEG	N01000000676981
TOWN OF CARMEL - C	MCALPIN AVE NEW GAR MAHOPAC NY 10541	NYSEG	N01000004042537
TOWN OF CARMEL - C	MCALPIN MAHOPAC NY 10541	NYSEG	N01000001103290
TOWN OF CARMEL - C	ROUTE 6 MAHOPAC NY 10541	NYSEG	N01000006192371

TOWN OF CARMEL - C
TOWN OF CARMEL - C

NEAR 36 ANGELA DR BATHSE CARMEL NY 10512
GRAND MEADOW DR FIELD MAHOPAC NY 10541

NYSEG
NYSEG

N01000001596089
N01000059774620



Energy Cooperative
of America

Energy Cooperative of America
1408 Sweet Home Road Suite 8
Amherst, New York 14228
Tel: 716-580-3506
Fax: 716-932-7337
www.ecamerica.org

Energy Cooperative of America Membership Agreement

Company Contact Name (Print) Title

Billing Contact (if different from above) Title

Firm Name

Firm Billing Address City State Zip

Account Service Address City County State Zip

Utility Account Information

(attach additional sheets as necessary)

Utility Name	Gas or Elec	Account Number
_____	_____	_____
Attached Addendum A	_____	_____
_____	_____	_____

Daytime Phone Fax e-mail address

I have received a copy of and I agree to the conditions of ECA's "Energy Supply Disclosure Statement".
I understand that a copy of the By-laws of the Energy Cooperative of America, Inc is available upon
request.

Name Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Energy Cooperative of America		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) 1408 Sweet Home Road Ste. 8	Requester's name and address (optional)	
6 City, state, and ZIP code Amherst, NY 14228		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
1	6	-	1	5	3	7	8	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Carl Morrison*

Date ▶ 9/30/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

COUNTY OF PUTNAM - PURCHASING
40 Gleneida Ave.-1st Floor-Room 105, Carmel, NY 10512
TELEPHONE: 845-808-1088 / TELEFAX: 845-808-1914

TITLE: **ELECTRICITY SUPPLY**BID NUMBER: **RFB-51-15****BID PROPOSAL PAGE FOR FIRM ELECTRICITY****AGGREGATE FIXED ELECTRIC RATE OFFER:**10&12 MONTH TERM \$ 0,06866 kWh

22&24 MONTH TERM \$ _____ kWh

34&36 MONTH TERM \$ _____ kWh

Upon receipt of all approvals a Contract shall be deemed executed and created with the successful Bidder(s) upon the County's mailing or electronic communication to the address on the bid of: ii) a fully executed contract; or iii) a Purchase Order authorized by the County

Print Name:

Joe Mascaro

Name of person responsible for this solicitation

By signing this solicitation, I acknowledge that I have downloaded, read, and accept Appendix A-General Terms and Conditions for this solicitation

Signature:

Joe Mascaro

Email Address:

jmascardo@ecAmerica.org

Direct Phone Number:

716-580-3506 x 231

Fax Number:

716-932-7337

I acknowledge the receipt of

#19

addendums

Date:

9/22/15

PLEASE NOTE: ESCOs do not have to submit a bid on all requested terms for its bids to be considered. However, if it elects to "no bid" a certain term option, and that term option is then selected, the ESCO cannot submit a bid thereafter.

Any alterations to this document made by the Offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any legal remedies available to the County of Putnam.

Note: Provide Insurance Certificate if awarded the Bid.

#5

RESOLUTION AUTHORIZING PAYMENT FOR VEHICLE REPAIRS TOWN OF CARMEL HIGHWAY DEPARTMENT

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the payment of the sum of \$26,627.90 to J&R Custom Truck, LLC, Cortlandt Manor, NY for repairs performed upon 2006 Freightliner M9 Chassis in accordance with the invoice dated March 22, 2015.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

#6

RESOLUTION ACCEPTING PROPOSAL CONSULTING ENGINEERING SERVICES

RESOLVED, that the Town of Carmel Town Board, hereby accepts the proposal of J. Robert Folchetti & Associates, LLC, for the provision of Engineering Consulting Services for the Town of Carmel Engineering Department, commencing January 1, 2016 for a period of 2 (two) years thereafter at a compensated rate of \$10,000 per month, said agreement to be in general form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all documentation required to formalize the acceptance of said proposal on the terms authorized herein.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

October 22, 2015

Town of Carmel Town Board
60 McAlpin Avenue
Mahopac, New York 10541
Attn: Hon. Kenneth Schmitt, Supervisor

☒ Work Session 10/28/15

☐ Agenda _____

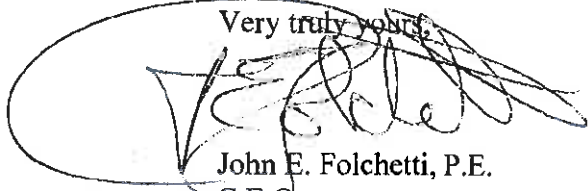
**RE: CONTRACT EXTENSION
CHIEF CONSULTING ENGINEER**

Dear Supervisor Schmitt:

In accordance with the terms of our current contract, I respectfully request extension of the Contract for the stipulated two (2) year term. The requested two year extension will run from January 1, 2016 to January 1, 2018. I respectfully request that you consider the inclusion of a renewal/extension for two (2) additional years beyond that in the resolution, similar to the extension requested herein.

I am available to discuss any aspect of this proposal with you at your convenience.

Very truly yours,



John E. Folchetti, P.E.
C.E.O.

JEF/jef

cc: File

31 Sodom Road
Brewster, New York 10509
845-363-1560
Fax 845-279-2062
www.jrfa.com

AGREEMENT

THIS AGREEMENT, made this 1st day of January, 2014, by and between the TOWN OF CARMEL, with offices at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 (hereinafter referred to as the "TOWN"), and J. ROBERT FOLCHETTI & ASSOCIATES, LLC, whose address is 31 Sodom Road, Brewster, NY (hereinafter referred to as "FOLCHETTI") and JOHN E. FOLCHETTI, P.E., Individually, whose address is 31 Sodom Road, Brewster, NY (hereinafter referred to as "J.E.F., P.E.").

WITNESSETH:

WHEREAS, the TOWN desires to secure the services of a licensed professional engineer to provide consulting engineering services to the TOWN; and;

WHEREAS, J.E.F., P.E. is an experienced engineer properly licensed by the State of New York and is willing to be retained as consulting engineer for the TOWN;

WHEREAS, FOLCHETTI is an experienced engineering Firm properly licensed by the State of New York and is willing to be retained as capital projects consulting engineer for the TOWN;

NOW THEREFORE IT IS AGREED:

SECTION I - EMPLOYMENT

J.E.F., P.E. is hereby retained to provide consulting engineering services to the Town in form, scope and detail as outlined in the proposal for engineering services dated November 2, 2013 and attached hereto as Exhibit "A". In the event that there exists a conflict with the provisions contained in the Agreement and Schedule "A" attached, the express terms of this Agreement shall control.

Basic Services: The Parties hereby agree that J.E.F., P.E. shall perform all basic services for a fixed monthly fee as set forth in Section II herein. Basic services shall include, but not be limited to, the following:

- Meet with Supervisor weekly and as requested by Supervisor or Town Board;
- Identify and set individual staff duties and responsibilities;
- Establish and track weekly goals and objectives for staff;
- Establish and implement office Standard Operating Procedures (SOP) for walk-ins and telephone calls;
- Implement weekly time sheets to determine how time is spent by staff;
- Potable Water and Wastewater: coordinate with operators to identify needs and coordinate with regulatory agencies regarding compliance;
- Highway: work with highway Superintendent to implement, design and identify his/her capital needs;
- Develop Capital Plan (Potable Water / Wastewater / Highway) for consideration of Town Board;
- Storm Water / MS4: review MS4 compliance history, develop MS4 Compliance Plan and Conduct IDDE inspections;
- Planning Board Review Oversight: work with Deputy Town Engineer and Town Planner to establish SEQRA scope; review Deputy Town Engineer comments;

review bond and escrow recommendations; conduct site visits as required during review stage.

Capital Projects: The Parties hereby agree that all capital project work shall be awarded to FOLCHETTI provided that the construction value of the project shall not exceed Three Million (\$3,000,000.00) Dollars of estimated construction cost. Excluded from such award shall be all currently identified retro-fit projects (East of Hudson Projects).

The parties further agree that for capital projects in excess of Three Million Dollars, the parties shall mutually establish a pre-qualified list of Engineering Firms, inclusive of FOLCHETTI, from which Requests For Proposals shall be made. The parties agree to mutually establish a Request For Qualifications for the purpose of establishing an acceptable list of Engineering Firms for capital projects in excess of Three Million Dollars. Thereafter, the TOWN may, in its sole discretion, select an Engineering Firm from said list in accordance with all applicable New York State Laws.

FOLCHETTI agrees to limit all automatic awards from the TOWN to projects involving water, wastewater, stormwater and highway work. FOLCHETTI agrees to provide detailed scoping of all Requests For Proposal to assist the TOWN in its consideration of same.

FOLCHETTI further agrees to cap its design fees to eight (8%) Percent of construction cost for any automatically awarded projects under the within agreement exclusive of SEQRA, Permitting, mapping and subsurface investigations. SEQRA & Permitting will be a direct cost to the TOWN; mapping and subsurface investigations will be at direct billed cost to the Town by the providing third party vendor plus 5% fee to FOLCHETTI. Construction Engineering will be scoped and priced, for approval by the Town Board, at the conclusion of design.

SECTION II - COMPENSATION

For basic services to be performed hereunder, TOWN agrees to pay J.E.F., P.E. a fixed monthly fee of Ten Thousand (\$10,000.00) dollars payable in advance on the first of each month. TOWN shall have the right to increase compensation due under this contract by resolution of the Town Board duly passed without a written amendment to this contract.

SECTION III - EXPENSES

It is understood and agreed that any reasonable expenses incurred by FOLCHETTI and/or J.E.F., P.E. in connection with the duties contemplated in this agreement will either be paid directly by the TOWN or if advanced by FOLCHETTI and/or J.E.F., P.E. will be reimbursed by the TOWN upon review and audit of vouchers submitted by FOLCHETTI and/or J.E.F., P.E. for such reimbursement.

SECTION IV - INDEMNIFICATION

TOWN agrees to indemnify FOLCHETTI and/or J.E.F., P.E. and hold FOLCHETTI and/or J.E.F., P.E. harmless from any and all judgments, losses, costs and expenses and the like, including attorney's fees incurred by reasons of the action or omission of FOLCHETTI and/or J.E.F., P.E. or his agents, servants or employees, in connection with FOLCHETTI's

and/or J.E.F., P.E.'s provision of services under this agreement except for intentional negligence. Nonetheless, FOLCHETTI and/or J.E.F., P.E. agrees to maintain professional malpractice insurance at all times during this agreement in a minimum amount of One Million and no/hundredths (\$1,000,000.00) dollars.

SECTION V- TERM

The terms of this agreement shall commence on January 1, 2014 and may be terminated by either party by resolution of the Town Board upon no less than thirty (30) days written notice to FOLCHETTI and/or J.E.F., P.E. or by FOLCHETTI and/or J.E.F., P.E. upon 30 days written notice to the Town's Supervisor. The within Agreement shall terminate on December 31, 2015.

SECTION VI- RENEWAL

This contract shall be subject to renewal and/or extension for a period of two additional years by mutual written agreement of the parties prior to the expiration date set forth above.

SECTION VII- FOLCHETTI NOT AN EMPLOYEE

It is further understood and agreed by the TOWN that FOLCHETTI and J.E.F., P.E. shall serve in the capacity of an independent contractor. FOLCHETTI and J.E.F., P.E. agrees not to hold himself out as an officer or employee of the TOWN nor shall he make any claim against the TOWN as an officer or employee thereof for such benefits as Workers Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement Membership or Credit or any other benefits accruing to said officers or employees of the TOWN. Nothing contained herein shall be deemed to prohibit the TOWN from providing said benefits if it is legally permissible and if the TOWN elects to do so.

TOWN OF CARMEL

By: 

**KENNETH SCHMITT
SUPERVISOR**

**J. ROBERT FOLCHETTI &
ASSOCIATES, LLC**

By:  CEO

**J. ROBERT FOLCHETTI &
ASSOCIATES, LLC**

JOHN E. FOLCHETTI, P.E.

By: 

JOHN E. FOLCHETTI, P.E.

#7

RESOLUTION MAKING APPOINTMENTS TO LAKE SECOR PARK DISTRICT ADVISORY BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints the following individuals to the Lake Secor Park District Advisory Board

Karl Brenner
Augusta Lagoa
Vincent Troini

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

#8

RESOLUTION TERMINATING DECLARATION OF WATER EMERGENCY PURSUANT TO SECTION 151-22 OF THE TOWN CODE

WHEREAS, that the Town Board of the Town of Carmel, acting as Commissioners of the Carmel Water District #12 in, has previously enacted a water emergency with respect to and within Carmel Water District#12; and

WHEREAS, the Town Board has been advised by Town Engineer Richard J. Franzetti, P.E. that the circumstances necessitating the declaration of water emergency in Carmel Water District #12 have subsequently abated and that the emergency can be rescinded.

NOW THEREFORE BE IT RESOLVED, that pursuant to Town Code §155-22 (A), the Town Board of the Town of Carmel hereby terminates the water emergency previously declared for Carmel Water District #12.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

#9

RESOLUTION AUTHORIZING ATTENDANCE AT SEMINAR

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town Engineer Richard J. Franzetti, P.E. to attend the Leak Management, Water Audit and Communications Workshop offered by the New York City Department of Environmental Protection in Tarrytown New York on November 10, 2015; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel authorizes payment of reasonable and necessary expenses incurred in connection therewith upon audit.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

#10

RESOLUTION ACCEPTING PROPOSAL FOR ROOF REPAIR CARMEL WATER DISTRICT #9

RESOLVED THAT the Town Board of the Town of Carmel, acting as Commissioners of Town of Carmel Water District #9, and upon the recommendation of Town Engineer Richard J. Franzetti, P.E., hereby authorizes the acceptance of the proposal of Geyer Construction, Inc., Carmel NY to perform storage tank roof replacement at the Carmel Water District #9 treatment facility at a cost not to exceed \$8,700.00 in accordance with the proposal dated September 21, 2015; and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all necessary contract documentation to effect acceptance of this proposal upon the terms authorized herein.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

#11

RESOLUTION ACCEPTING PROPOSAL FOR PUMP INSTALLATION CARMEL WATER DISTRICT #8

RESOLVED THAT the Town Board of the Town of Carmel, acting as Commissioners of Town of Carmel Water District #8, and upon the recommendation of Town Engineer Richard J. Franzetti, P.E., hereby authorizes the acceptance of the proposal of Bee and Jay Plumbing, Mahopac, NY to provide and perform the installation of a redundant pump at the Carmel Water District #8 pump house, at a cost not to exceed \$14,983.97 in accordance with the proposals dated September 24, 2015 and October 9, 2015; and

BE IT FURTHER RESOLVED that the cost incurred as a result of this authorization as set forth herein shall be allocated proportionately to Carmel Water Districts #1, #8, #10 and #13; and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all necessary contract documentation to effect acceptance of this proposal upon the terms authorized herein.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

#12

RESOLUTION ESTABLISHING EMPLOYMENT ANNIVERSARY DATE

RESOLVED, that the Town Board of the Town of Carmel hereby revises the date of hire and/or anniversary date for Employee # 2403 from November 20, 2014 to June 29, 2012 for all purposes including but not limited to credit in the New York State and Local Retirement System.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

#13

RESOLUTION ESTABLISHING EMPLOYMENT ANNIVERSARY DATE

RESOLVED, that the Town Board of the Town of Carmel hereby revises the date of hire and/or anniversary date for Employee # 1146 from November 20, 2014 to August 21, 2012 for all purposes including but not limited to credit in the New York State and Local Retirement System.

Resolution

Offered by: _____

Seconded by: _____

Roll Call Vote

YES

NO

Jonathan Schneider

John Lupinacci

Suzanne McDonough

Frank Lombardi

Kenneth Schmitt
