

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANN SPOFFORD
Town Clerk

FRANK D. LOMBARDI
Town Councilman
Deputy Supervisor

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Mahopac, New York 10541
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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, December 16, 2015 7:00pm

Pledge of Allegiance – Moment of Silence

5:30 pm Executive Session:

1. Glenn Droese, Assessor – Visions Contract

Public Hearing #1: To Hear Objections to Assessment Rolls for the Operation and Maintenance of Improvements of the Garbage, Sewer and Water Districts for Fiscal Year 2016

Ann Spofford, Town Clerk - Presentation to Town Board of the Town of Carmel - Selected Financial Activities Report of Examination - January 1, 2014 through June 30, 2015 - NYS Office of the Comptroller

1. Res: Authorizing Budget Modifications #2015/06
2. Res: Authorizing Entry into Agreement for Electrical Supply Services
3. Res: Adopting Amended 2016 User Fee Schedule
4. Res: Declaring Notice of Intent to Serve as SEQRA Lead Agency – Long Pond Road Improvement District
5. Res: Acknowledging Retirement and Authorizing Transfer of Account Clerk Position to Town of Carmel Justice Court
6. Res: Awarding of Bids for Miscellaneous Highway Department Materials
7. Res: Authorizing Purchase of Equipment Town of Carmel Highway Department
8. Res: In Support of Local Transportation Funding
9. Res: Awarding Bid and Authorizing Purchase of Painting of ReflectORIZED Pavement Stripe Services Town of Carmel Highway Department
10. Res: Adopting Assessment Rolls for the Operation and Maintenance of the Improvements of the Garbage, Sewer and Water Districts for Fiscal Year 2016
11. Res: Authorizing Waiver of Notice of Requirement in Section 64 of the New York State ABC Law with Respect to a Liquor License for Antonino C Food Service, Inc. d/b/a Ristorante Spadafora
12. Res: Accepting Proposal for Installation of Fencing/Screening of Dumpsters at Town of Carmel Town Hall
13. Res: Accepting Proposal of Lake Casse Park District Maintenance
14. Res: Accepting Proposal and Authorizing Purchase and Installation of Trough and Skimmer Equipment Carmel Sewer District #4

15. Res: Accepting Proposal and Authorizing Purchase and Installation of Filter Bag Replacement Carmel Water District #2
16. Res: Accepting Proposal and Authorizing Purchase and Installation of Sand Filter Influent Pumps Carmel Sewer District #2
17. Res: Accepting Proposal and Authorizing Purchase of Replacement Generator Carmel Water District #4
18. Res: Authorizing Settlement of Litigation
19. Res: Authorizing Change Order Town of Carmel Contract #C233
20. Res: Authorizing Execution of Agreement between CSEA, Local 1000, AFSCME, AFL-CIO, Town of Carmel Unit, Putnam County Local 840 and the Town of Carmel in Regard to Contract beginning January 1, 2013 through December 31, 2017

- **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**

Ann Spofford
Town Clerk
Town of Carmel

PH #1

Town Hall
60 McAlpin Avenue
Mahopac, New York 10541

Telephone: 845.628.1500
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NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Carmel, pursuant to Town Law Section 202-a will conduct a Public Hearing at the Town Hall, 60 McAlpin Avenue, Mahopac, New York on Wednesday, December 16, 2015 at 7:00 PM or as soon thereafter that evening as possible for the following purpose:

To consider the 2016 Tentative Assessment Rolls of
Carmel Sewer Districts #1, #2, #3, #4, #5, #6, #7, #8
and extensions thereto
as well as
Carmel Water Districts #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #12, #13, #14
and extensions thereto
as well as the
Town of Carmel Garbage District

BE IT FURTHER NOTICED, that the 2016 Tentative Assessment Rolls may be inspected at the Town Hall, 60 McAlpin Avenue, Mahopac, New York during normal business hours.

At said Public Hearing, all interested persons shall be heard on the subject thereof. 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

#1

RESOLUTION AUTHORIZING BUDGET MODIFICATIONS - #2015-06

WHEREAS the Town Comptroller has reviewed the 2015 year-to-date Budget Modifications/Revisions for the period ending November 30, 2015 with the Town Board, which are detailed and explained on the attached Budget Revisions Schedule identified as #2015-06;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes and ratifies the 2015 year-to-date Budget Modifications/Revisions for the period of ending November, 2015 on the attached Schedule identified as #2015-06 which is attached hereto, incorporated herein and made a part hereof.

Resolution

Offered by: _____

Seconded by: _____

Jonathan Schneider

John Lupinacci

Suzanne McDonough

Frank Lombardi

Kenneth Schmitt

TOWN OF CARMEL
BUDGET REVISIONS NOVEMBER 2015 - #2015/06

☒ Work Session 12/9/15

#1

☐ Agenda

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
GENERAL FUND				
1	100-1420-0044	LABOR LEGAL SERVICES	180,000.00	
	100-1989-2555	BUILDING PERMIT FEES	*	70,000.00
	100-1989-2709	EMPLOYEE CONTRIBUTIONS	*	10,000.00
	100-1989-3005	STATE AID - MORTGAGE TAX	*	100,000.00
		- PROVIDE FOR LABOR LEGAL SERVICES		
2	100-1330-0019	TAX RECEIVER OTHER COMPENSATION	2,591.67	
	100-7020-0019	RECREATION STAFF PAID ABSENCES	6,470.75	
	100-1989-9877	FUND BALANCE COMPENSATED ABSENCES	*	9,062.42
		- PROVIDE FOR EMPLOYEE COMP TIME PAYOUT PER CONTRACT		
3	100-3120-0021	POLICE MOTOR VEHICLES	35,795.00	
	100-3120-0011	POLICE PERS SVCS UNIFORM		8,500.00
	100-1989-2681	INSURANCE RECOVERY	*	27,295.00
		- PROVIDE/TRANSFER FOR THE PURCHASE OF POLICE VEHICLE FROM INSURANCE CLAIM		
4	100-1930-0040	CERTIORARI SETTLEMENTS	1,800.00	
	201-4540-0048	CARMEL AMBULANCE DISTRICT	100.00	
	303-3410-0048	CARMEL FIRE PROTECTION DISTRICT #3	400.00	
	622-8310-0048	WD#2 EXT OTHER OPERATING EXPENSES	400.00	
	100-1989-9876	RESERVE FOR CERTIORARI SETTLEMENTS	*	1,800.00
	201-4540-0083	WORKERS COMP INSURANCE		100.00
	303-3410-0099	WORKERS COMP INSURANCE		400.00
	622-8310-0099	WD#2 EXT REPAIR RESERVE FUND		400.00
		- PROVIDE/TRANSFER FOR CERTIORARI SETTLEMENTS		
5	100-1410-0080	TOWN CLERK EMPLOYEE BENEFITS	4,000.00	
	100-1620-0012	BUILDING STAFF OVERTIME	1,000.00	
	100-1410-0086	RETIREE HEALTH INSURANCE		4,000.00
	100-1620-0080	BUILDING EMPLOYEE BENEFITS		1,000.00
		- TRANSFER FOR HEALTH INSURANCE/OVERTIME		
6	100-1110-0040	JUSTICE COURT OFFICE EXPENSES	1,000.00	
	100-1315-0040	COMPTROLLER OFFICE EXPENSES	500.00	
	100-1410-0040	TOWN CLERK CONTRACTUAL EXPENSES	300.00	
	100-1670-0045	CENTRAL ADVERTISING EXPENSES	500.00	
	100-1970-0040	OFFICE SUPPLIES	1,000.00	
	100-8010-0040	ZONING BOARD CONTRACTUAL EXPENSES	200.00	
	100-8020-0040	PLANNING BOARD CONTRACTUAL EXPENSES	100.00	
	100-1110-0086	RETIREE HEALTH INSURANCE		1,000.00
	100-1315-0086	RETIREE HEALTH INSURANCE		500.00
	100-1410-0086	RETIREE HEALTH INSURANCE		300.00
	100-1620-0040	BUILDING CONTRACTUAL EXPENSES		1,000.00
	100-1680-0040	INFORMATION TECH CONTRACTUAL EXPENSES		500.00
	100-8010-0080	ZONING BOARD EMPLOYEE BENEFITS		200.00
	100-8020-0080	PLANNING BOARD EMPLOYEE BENEFITS		100.00
		- TRANSFER FOR MISC EXPENSES		
7	100-3120-0012	POLICE STAFF OVERTIME	145,000.00	
	100-3120-0010	POLICE PERS SVCS - NON UNIFORM		10,000.00
	100-3120-0013	POLICE TEMP STAFF - JAIL		20,000.00
	100-3120-0016	POLICE STAFF HOLIDAY COMP		40,000.00
	100-3120-0080	POLICE NON UNIFORM RETIREMENT		10,000.00
	100-3120-0081	POLICE RETIREMENT UNIFORM		15,000.00
	100-3120-0083	POLICE WORKERS COMP		15,000.00
	100-3120-0084	POLICE HEALTH INSURANCE		25,000.00
	100-3120-0086	POLICE RETIREE HEALTH INSURANCE		10,000.00
		- TRANSFER FOR POLICE OVERTIME		
8	100-3120-0040	POLICE CONTRACTUAL EXPENSES	10,000.00	
	100-3120-0046	POLICE RENTALS/LEASES	2,300.00	
	100-3124-0082	POLICE K9 SOCIAL SECURITY	100.00	
	100-3120-0041	POLICE MOTOR VEHICLE FUEL		10,000.00
	100-3120-0084	POLICE HEALTH INSURANCE		2,300.00
	100-3124-0012	POLICE K9 OVERTIME		100.00
		- TRANSFER FOR MISC POLICE EXPENSES		

TOWN OF CARMEL
BUDGET REVISIONS NOVEMBER 2015 - #2015/06

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
9	100-7020-0045	RECREATION BLDG SPECIAL REPAIRS		
	100-7110-0045	PARK MAINTENANCE CONTRACT	17,400.00	
	100-7110-0046	PARK FACILITY LEASES		2,400.00
	100-7140-0013	RECREATION PLAYGROUND TEMP STAFF		5,000.00
		- TRANSFER FUNDS FOR NEW ROOF		10,000.00
10	100-7020-0040	REC ADMIN CONTRACTUAL EXPENSES		
	100-7112-0042	MCDONOUGH FIELDS UTILITIES	1,000.00	
	100-7118-0042	BALDWIN MEADOWS UTILITIES	500.00	
	100-7119-0040	DOG PARK CONTRACTUAL EXPENSES	150.00	
	100-7020-0020	REC ADMIN OFFICE EQUIPMENT	20.00	
	100-7020-0044	REC BLDG CONCESSION EXPENSES		500.00
	100-7112-0041	MCDONOUGH SKATE PARK		500.00
	100-7118-0040	BALDWIN MEADOWS CONTRACTUAL EXPENSES		500.00
	100-7180-0020	BEACH EQUIPMENT		150.00
		- TRANSFER FOR MISC RECREATION EXPENSES		20.00
HIGHWAY FUND				
11	500-5110-0014	GENERAL REPAIR LONGEVITY		
	500-5130-0020	MACHINERY REPAIR TOOLS	1,039.00	
	500-5142-0084	HEALTH INSURANCE	1,000.00	
			2,000.00	
	500-5110-0013	GENERAL REPAIR TEMPORARY LABOR		1,039.00
	500-5130-0084	HEALTH INSURANCE		1,000.00
	500-5142-0083	WORKERS COMP INSURANCE		2,000.00
		- TRANSFER FOR MISC HIGHWAY EXPENSES		
LAKE CASSE PARK DISTRICT				
12	401-7140-0040	CONTRACTUAL EXPENSES		
	401-7140-0048	OTHER EXPENDITURES	2,300.00	
	401-7140-0041	SUPPLIES & MATERIALS	200.00	
	401-7140-0046	CONTRACT SPECIAL SERVICES		600.00
	401-7140-0049	SERVICES OTHER DEPTS/GOVTS		500.00
	401-7140-0082	SOCIAL SECURITY		450.00
	401-7140-0083	WORKERS COMP INSURANCE		750.00
		- TRANSFER FOR GENERATOR REPAIR		200.00
CARMEL WATER DISTRICT #2				
13	602-8310-0020	EQUIPMENT		
	602-8310-0040	CONTRACTUAL EXPENSES	1,000.00	
	602-8310-0047	EMERGENCY REPAIRS	5,000.00	
	602-8310-0090	CONTINGENCY	4,000.00	
		- TRANSFER FOR EQUIPMENT/EMERGENCY REPAIRS		10,000.00
CARMEL WATER DISTRICT #8				
14	608-8310-0047	EMERGENCY REPAIRS		
	608-8310-9909	APPROPRIATED FUND BALANCE	15,000.00	
		- PROVIDE FOR EMERGENCY REPAIRS	15,000.00	
CARMEL WATER DISTRICT #9				
15	609-8310-0040	CONTRACTUAL EXPENSES		
	609-8310-0047	EMERGENCY REPAIRS	2,000.00	
		- TRANSFER FOR CONTRACTUAL EXPENSES		2,000.00
CARMEL WATER DISTRICT #10				
16	610-8310-0040	CONTRACTUAL EXPENSES		
	610-8310-0042	UTILITIES EXPENSES	2,000.00	
	610-8310-0047	EMERGENCY REPAIRS	300.00	
		- TRANSFER FOR CONTRACTUAL EXPENSES		2,300.00
CARMEL WATER DISTRICT #12				
17	612-8310-0042	UTILITIES EXPENSES		
	612-8310-0047	EMERGENCY REPAIRS	2,000.00	
		- TRANSFER FOR UTILITIES EXPENSES		2,000.00

TOWN OF CARMEL
BUDGET REVISIONS NOVEMBER 2015 - #2015/06

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
CARMEL SEWER DISTRICT #2				
18	702-8130-0046	PURCHASE OF WATER	500.00	
	702-8130-0040	CONTRACTUAL EXPENSES		500.00
		- TRANSFER FOR PURCHASE OF WATER		
CARMEL SEWER DISTRICT #3				
19	703-8130-0042	UTILITIES EXPENSES	400.00	
	703-8130-0099	REPAIR RESERVE FUND		400.00
		- TRANSFER FOR UTILITIES EXPENSES		
CARMEL SEWER DISTRICT #4				
20	704-8130-0048	OTHER OPERATING EXPENSES	1,000.00	
	704-8130-0099	REPAIR RESERVE FUND		1,000.00
		- TRANSFER FOR MISC EXPENSES		
CARMEL SEWER DISTRICT #7				
21	707-8130-0046	PURCHASE OF WATER	100.00	
	707-8130-0049	SERVICES OTHER DEPT/GOVT		100.00
		- TRANSFER FOR MISC EXPENSES		
22	707-8130-0142	MICRO - UTILITIES	2,000.00	
	707-8130-0140	MICRO - CONTRACTUAL EXPENSES		2,000.00
		- REVISE MICROFILTRATION COSTS		
DRAINAGE CAPITAL PROJECT				
23	900-1989-0040	CONTRACTUAL EXPENSES	7,500.00	
	900-1989-0012	PROJECT LABOR OVERTIME		3,500.00
	900-1989-0048	OTHER PROJECT EXPENSES		2,000.00
	900-1989-0080	EMPLOYEE BENEFITS		2,000.00
		- TRANSFER FOR CAPITAL EXPENSES		
PARK COMMUNITY CENTER CAPITAL PROJECT				
24	915-7140-0040	CONTRACTUAL EXPENSES	8,500.00	
	915-7140-0044	PROJECT ENGINEERING		8,500.00
		- TRANSFER FOR TREE CUTTING/CLEANUP		
HIGHWAY RESURFACING CAPITAL PROJECT				
25	950-5112-0045	CONTRACTED PAVING SERVICES	25,000.00	
	950-5112-0012	PROJECT OVERTIME		15,000.00
	950-5112-0048	OTHER PROJECT EXPENSES		5,000.00
	950-5112-0080	EMPLOYEE BENEFITS		5,000.00
		- TRANSFER FOR CAPITAL EXPENSES		

#2

RESOLUTION AUTHORIZING ENTRY INTO AGREEMENT FOR ELECTRICAL SUPPLY SERVICES

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the entry into a contract with Champion Energy, Houston, TX for the provision of electricity supply services for a two year period commencing November 16, 2016 and concluding November 15, 2018 for the Town of Carmel Buildings and Facilities, said agreement to be in such form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to execute said agreement and any other documentation necessary to enter the referenced 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	_____	_____

Customer Disclosure Statement

Commercial Energy
 New York

Price Plan	Fixed Price
Rate	0.07294
Term of Agreement	24 months
Early Termination Fees	If you leave prior to the end of your Term, you will be responsible for the replacement value of the energy. Replacement Value = (Contract Value - Market Value) x Remaining Volume + Costs. For further explanation, please see the "Termination and Remedies in the Event of Default" section of the Agreement.
Late Payment Fees	Past due amounts will incur a late payment fee in the amount of 1.5% per month on all unpaid balances.
Renewal Process	For periods in which Usage occurs outside of the Term Seller may charge Buyer the cost or value of providing electricity to Buyer, based on the Applicable Market Rate (as defined in Addendum "A") plus retail adder, the costs identified on Exhibit "B", if applicable, and any other similar charges incurred by Seller. The Applicable Market Rate excludes Exhibit "C" items, which will be invoiced to Buyer at cost. For further information, see the "Hold Over Rate" section of the Agreement.
Customer Savings	Champion Energy Services does not offer any guaranteed savings.



CHAMPION ENERGY SERVICES®

Commercial Energy Sales Agreement

This Commercial Energy Sales Agreement, together with all exhibits, addenda and/or schedules attached hereto or incorporated by reference (collectively, the "Agreement") is entered into and made by and between Champion Energy Services, LLC, (or its affiliate, Champion Energy, LLC) and the buyer of retail electricity (identified herein as "Buyer"). Seller and Buyer may hereinafter be referred to individually as "Party" or collectively as "Parties". Regional requirements and terms, if applicable and capitalized herein will have the meaning ascribed to them herein or in any addendum or exhibit attached hereto.

The Parties hereby agree as follows:

1. **Purchase, Sale and Delivery of Electricity:** Subject to the terms and conditions set forth herein, Seller, a licensed retail electricity supplier ("RES"), shall sell and Buyer shall purchase and receive electricity for Buyer's Accounts and Meters as specified in Exhibit "D" ("Buyer's Delivery Point(s)") at the price(s) per kilowatt hour (kWh) specified on Exhibit "A" ("Contract Price"). The electricity will be delivered by Seller's supplier to the specific zone on the transmission system ("Point of Delivery") as identified by the electric distribution company ("EDC" as further defined in Addendum "A") operated by the independent system operator ("ISO" as further defined in Addendum "A"). Delivery of the electricity from the Point of Delivery within the zone for the appropriate Accounts and Meters corresponding to each Buyer Delivery Point will be made by the EDC.
2. **Metering:** All electricity delivered hereunder ("Usage") shall be and can only be, measured by the EDC at the meters located at each Buyer Delivery Point. Actual Usage shall be the primary method of calculating the monthly charges for Buyer. However, Seller may use estimated Usage if measurements of actual Usage are not received timely from the EDC, in which case Seller will make appropriate adjustments upon receipt of actual Usage. Seller may adjust invoices for any Usage measurement errors in accordance with EDC rules. Seller cannot guarantee that the switch of Buyer's account(s) to Seller will occur by a specific date and Seller shall not be liable for delays in this process caused by the ISO, EDC or the Buyer. The Service Start Date shall be the date upon which a particular Account and Meter is switched to Seller. The Service Start Date is typically the first scheduled read date that occurs on or after the Start Date specified in Exhibit "A," unless an alternate date has been requested by Buyer and agreed to by Seller. If the EDC requires Buyer to install additional metering and/or related equipment at any service address, Buyer will be solely responsible for all charges and arrangements required by the EDC.
3. **Term:** This Agreement shall be effective as of signing of this Agreement by Buyer ("Effective Date") and shall continue in effect thereafter as to each Buyer Delivery Point for the total number of months (the "Term") specified in Exhibit "A" unless sooner terminated as otherwise provided in this Agreement. Seller is obligated to begin flowing power on the first scheduled meter read date on or after the Start Date in Exhibit "A".
4. **Pricing:** Buyer acknowledges that the Contract Price offered under this Agreement is based upon Buyer's Usage data for its Accounts and Meters as specified on Exhibit "A" ("Contract Quantities"). Buyer will pay the Contract Price times the actual Usage. The Contract Price per kWh includes electricity commodity charges and the costs identified on Exhibit "B". The costs and all applicable taxes described in Exhibit "C" will be passed-through to Buyer without markup and Buyer shall pay Seller for such costs and taxes. If Buyer's monthly aggregated Usage materially changes by greater or less than twenty-five percent (25%) from the Contract Quantities specified in Exhibit "A" or the Profile (as defined in Addendum A) assigned by the EDC to Buyer's Accounts and Meters changes, Seller may charge Buyer for all excess and under Usage as specified herein. To the extent that Buyer's monthly aggregated Actual Usage exceeds the Contract Quantity by more than 25%, Seller may invoice, and Buyer shall pay, the difference between the Actual Usage and the Contract Quantity at the Applicable Market Rate (as defined in Addendum "A"), retail adder, the costs identified on Exhibit "B", the costs identified on Exhibit "C" and any other similar charges incurred by Seller. To the extent that Buyer's monthly aggregated Actual Usage is less than the Contract Quantity by more than 25%, Seller may invoice, and Buyer shall pay, the difference between the Actual Usage and the Contract Quantity, multiplied by the difference between the Contract Price and the Applicable Market Rate (as defined in Addendum "A"). If applicable, any change in Peak Load Contribution ("PLC") Values, as determined by the EDC and specified in Exhibit "A", resulting in an increase in transmission and capacity charges to Seller during the Term of this Agreement may be passed through to Buyer at cost, without markup. For Buyer's actual Usage that is for a time period outside of the Term, Buyer will pay Seller in accordance with the Hold Over Rate terms of Paragraph 7 below. If a broker or consultant was involved in this transaction, the fee or commission associated with such broker or consultant may be included in the Contract Price charged to Buyer.
5. **Billing & Payment:** Buyer will make payment in accordance with the Billing and Payment terms specified in Addendum "A". Where dual billing is applicable, Buyer will receive a separate invoice from Buyer's EDC, and Buyer shall be solely responsible for payment of such invoice.
6. **Blend and Extend Rate Adjustment and Term Modification Request:** At any time during the Term of this Agreement, Buyer may request that the Term be extended or shortened and the Contract Price then in effect be modified to support this request. Upon receipt, if Buyer's request is approved by Seller, Seller will use commercially reasonable efforts to present a blend and extend offer to Buyer reflecting a revised new Term and Contract Price ("Blend & Extend Offer"). Buyer will be under no obligation to accept the Blend & Extend Offer presented by Seller. If Buyer rejects the Blend & Extend Offer, all terms, conditions and pricing as originally agreed upon under this Agreement will remain in effect for the remainder of the Term. If Buyer and Seller mutually agree on the Blend & Extend Offer made, an amendment detailing the new Term and Contract Price will be drafted and executed by authorized representatives of the parties prior to becoming effective.
7. **Hold Over Rate:** For periods in which Usage occurs outside of the Term Seller may charge Buyer the cost or value of providing electricity to Buyer, based on the Applicable Market Rate (as defined in Addendum "A") plus retail adder, the costs identified on Exhibit "B", if applicable, and any other similar charges incurred by Seller. The Applicable Market Rate excludes Exhibit "C" items,

which will be invoiced to Buyer at cost. Appropriate adjustments to the foregoing amounts will be made for partial months. In the event services extend beyond the Term, Buyer's Accounts and Meters will continue to be served under this Agreement except for any rate differential per the above Hold Over Rate terms.

- 8. Disputed Amounts:** If there is a good faith dispute regarding any invoice, Buyer will pay the lesser of either the undisputed amount of any invoice or the prior month's invoice in accordance with the Billing and Payment terms and along with its payment, provide Seller with documentation to support the amount disputed. The Parties will attempt to expeditiously resolve the dispute and upon determination of the correct amount, any amount owed by Buyer to Seller shall be paid within ten (10) business days of resolution of the dispute with interest at the Interest Rate (as defined in Addendum A). All invoices are presumed final and accurate unless such invoices are objected to by Buyer with written notice, including an adequate explanation and supporting documentation of such dispute, being provided to Seller within six (6) months from the date that such invoice was delivered to Buyer. In no event shall the disputed portion include a dispute for any items set forth in Exhibit "C", including Taxes.
- 9. Assignment and Binding Effect:** Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, Seller may, without the consent of Buyer, (a) assign this Agreement to any affiliate or to any party succeeding to a substantial portion of the assets of Seller, or (b) assign, pledge or otherwise collaterally assign its rights under this Agreement to Seller's supplier of certain physical and/or financial commodities. Any successor or assignee of the rights of either Party shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Party under this Agreement.
- 10. Regulatory Events:** If there is a change in law, administrative regulation, tariff, rule, ISO design or structure or other event, including but not limited to an order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes Seller to incur any capital, operating, commodity or other costs, including, but not limited to increased Taxes, relating to the provision of services contemplated herein, Seller shall be permitted to pass through the economic effects of such Regulatory Event to Buyer at cost and without markup. For the avoidance of doubt, an increase in the rate for Network Integration Transmission Service by the EDC or ISO, as applicable and as approved by the FERC, shall be considered a Regulatory Event.
- 11. Confidentiality:** Neither Party shall disclose, unless authorized in writing by the other Party, the terms of this Agreement to a third party (other than the Party's affiliates, employees, lenders, counsel, consultants, accountants and other parties who have agreed to keep such terms confidential), except in order to comply with applicable law, order or regulation. Each Party shall notify the other Party immediately in writing of any proceeding of which it is aware which may result in disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this Paragraph 11.
- 12. Event of Default:** The occurrence of any of the following shall be deemed an "Event of Default" under this Agreement: (a) a representation or warranty made by a Party to this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term (b) the failure of a Party to perform any covenant set forth in this Agreement which is not excused by Force Majeure or cured within five (5) business days after written notice of such is provided; (c) Buyer is

late in the payment of two (2) or more invoices in any six (6) month period; (d) the failure of Buyer to utilize Seller as its sole supplier of electricity for the Accounts and Meters specified on Exhibit "D" at any time during the Term (including but not limited to a switch of Buyer's electric service to another retail electric provider resulting in an early termination of this Agreement); (e) a Party makes an assignment or any general arrangement for the benefit of creditors or otherwise becomes bankrupt or insolvent; or (f) the EDC disconnects service to one or more of Buyer's Accounts and Meters as a result of Buyer's non-performance. Upon the occurrence of an Event of Default, the Party not committing the Event of Default ("Non-Defaulting Party") shall have the right to terminate this Agreement in accordance with the terms of Paragraph 13, Termination and Remedies in the Event of Default, in addition to all other rights and remedies available hereunder.

- 13. Termination and Remedies in the Event of Default:** Where there exists an Event of Default, the Non-Defaulting Party shall have the right to terminate this Agreement upon written notice being provided to the Defaulting Party (a "Termination"). In the event of such Termination, the Non-Defaulting Party shall be entitled to receive an amount (the "Settlement Amount") equal to the Replacement Value (as defined below) of this Agreement. For purposes hereof: (a) "Replacement Value" for Seller (as Non-Defaulting Party) shall mean [Contract Value plus Costs] minus Market Value, so long as the Contract Value plus Costs is greater than Market Value and "Replacement Value" for Buyer (as Non-Defaulting Party) shall mean the positive amount, if any, by which the Market Value plus Costs exceeds the Contract Value; (b) "Contract Value" means the price for the Remaining Volume as set forth in the applicable Exhibit; (c) "Market Value" means the amount, as determined by the Non-Defaulting Party as of the effective date of the termination in accordance with this Section 13 that a bona fide third party would pay for the Remaining Volume at current market prices; (d) "Remaining Volume" shall mean the remaining unpurchased quantity of electricity through the end of the applicable Term for Buyer's Accounts and Meters corresponding to Buyer's Delivery Point(s) serviced under this Agreement and specified on Exhibit "D"; and (e) "Costs" mean transaction costs and expenses reasonably incurred by, or on behalf of, the Non-Defaulting Party in terminating, liquidating, or obtaining any arrangement pursuant to which it has hedged its obligations, or, in which it must secure alternative electricity supply, including attorneys' fees, reasonable expenses and costs, if any, incurred in connection with enforcing its rights under this Agreement. In determining "Market Value", the Non-Defaulting Party may consider, among other things, quotations from leading dealers in the wholesale energy industry, the Non-Defaulting Party's internally developed forward price valuations, and other bona fide offers from either third parties or Affiliates of the Non-Defaulting Party, all as commercially available to the Non-Defaulting Party and adjusted for the length of the remaining Term and differences in transmissions costs, volume, and other factors, as the Non-Defaulting Party reasonably determines. Payment shall be due from the Defaulting Party within five (5) days of receipt of invoice from the Non-Defaulting Party. The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other arising from this Agreement through netting, in which case all amounts owed by each Party to the other Party shall be netted so that only the excess amount remaining due shall be paid by the owing Party. The Parties expressly acknowledge that upon an Event of Default, damages would be difficult to ascertain and quantify and agree that this provision for calculating damages is reasonable in light of the anticipated or actual harm and is not a penalty.
- 14. Force Majeure:** Except with regard to a party's obligation to make payment due hereunder, if either Party is rendered unable, wholly or in part, to perform its physical obligations under this Agreement

(including but not limited to the delivery or receipt of electricity hereunder) due to Force Majeure, the obligations of each Party will be suspended for the duration of any inability to perform for up to twenty (20) consecutive days. A Party claiming Force Majeure (the "Claiming Party") will notify the other Party ("Non-Claiming Party") by written confirmation as soon as practicable, describing the nature, and estimated duration of such inability to perform. The cause of such inability to perform will be remedied with all reasonable dispatch. "Force Majeure" means any event or occurrence (including, but not limited to "Acts of God") that is beyond the control of a Party and that: (a) is not the result of the negligence of the Claiming Party; and (b) which, by the exercise of due diligence, the Claiming Party is unable to avoid or cause to be avoided. Force Majeure shall include, a condition resulting in the curtailment or disruption of firm electricity supply or the transmission on the electric transmission and/or distribution system, including a Force Majeure event experienced by any utility, EDC, ISO or governmental agency. A claim of Force Majeure may not be based on: (a) Buyer's inability to economically use electricity purchased under this Agreement; (b) Buyer's election to close, sell, abandon or materially curtail or discontinue operation of Buyer's facilities due to any economic circumstance; (c) a Party's inability to acquire electricity at a particular price; or (d) Seller's ability to sell electricity at a price above the Contract Price. Force Majeure shall not excuse Buyer's failure to make payments in a timely manner for electricity supplied by Seller before a Force Majeure event or during a Force Majeure event provided the electricity is delivered and received pursuant to the terms of this Agreement and any effective Exhibit.

15. Forward Contract: The Parties acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

16. Indemnification: As between the Parties, Buyer assumes full responsibility for the electricity on the Buyer's side (downstream) of the Point of Delivery and agrees to and shall indemnify, defend and hold harmless Seller, its officers, agents and employees from and against all claims, damages and actions of any kind (hereinafter collectively referred to as "Claims"), including Claims for personal injury, death, tangible property damage or loss occurring on Buyer's side of the Point of Delivery, arising from or out of any event, circumstance, act or incident occurring or existing with respect to the electricity and/or Buyer's performance under this Agreement. Seller assumes full responsibility for the electricity on the Seller's side (upstream) of the Point of Delivery and agrees to and shall indemnify, defend and hold harmless Buyer, its officers, agents, and employees from and against all Claims, including Claims for personal injury, death, tangible property damage or loss occurring on Seller's side of the Point of Delivery, arising from or out of any event, circumstance, act or incident occurring or existing with respect to the electricity and/or Seller's performance under this Agreement. It is understood that Seller is not responsible for the physical infrastructure necessary for the physical delivery of the electricity and as such Seller will not be responsible or liable for any damages associated with the failure to deliver the electricity or for any damages alleged to have arisen from the electricity while it is between the Point of Delivery and Buyer's Delivery Points. Buyer acknowledges that Seller does not own or control any of the transmission or distribution facilities used to deliver the electricity, which is solely the responsibility of the ISO and/or EDC. Seller, therefore, shall not be liable on account of the acts or omissions of such entities for any interruption, failure or delay in the delivery of electricity arising therefrom. Buyer should contact its EDC in the event of an emergency or outage. These provisions survive the termination or expiration of this Agreement.

17. Limitation of Remedies, Liability, Damages & Disclaimer of Warranties: FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN PARAGRAPH 21, SELLER EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. FURTHER, IT IS UNDERSTOOD THAT SELLER SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE EDC OR THE ISO, WHICH MAY RESULT FROM THE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS.

18. No Third Party Beneficiaries; Relationship of the Parties: There are no third party beneficiaries to this Agreement. Seller and Buyer agree that nothing in this Agreement shall be construed to constitute or imply a joint venture, partnership or association or the creation or existence of any fiduciary duty, or similar obligation or liability between Seller and the Buyer. Seller will not provide, and nothing herein will be construed as the provision of, advice regarding the value or the advisability of trading in "commodity interests" which would cause Seller or an affiliate to be considered a commodity trading advisor under the Commodity Exchange Act, 7 U.S.C. § 51-25, et seq., as amended.

19. Taxes: Buyer will be responsible for, pay, and indemnify Seller for all Taxes, whether imposed on Buyer or Seller with respect to the sale, delivery and purchase of electricity. Seller may collect such Taxes from Buyer by invoicing Buyer for the amount of such Taxes. If applicable, Buyer will provide all requested sales and use exemption certificates and information and until provided, Seller will not recognize any exemption. "Taxes" shall mean without limitation, all ad valorem, property, occupation, utility, gross receipts, sales, use, franchise, assessment fees, excise and other taxes, governmental charges, emission allowance costs, licenses, permits and assessments, and any such similar taxes other than taxes levied on net income, net worth or Seller's real or personal property.

20. UCC: Except as otherwise provided in the Agreement, the Uniform Commercial Code ("UCC") or such similar collection of statutory provisions as may have been adopted and are in effect in the Delivery State (as defined in Addendum "A") shall apply to this Agreement and electricity shall be a "good" for purposes of the UCC.

21. Representations and Warranties: As of the Effective Date hereof, each Party represents and warrants to the other that: (a) it is duly

organized, validly existing and in good standing both in the jurisdiction of its formation and in the jurisdiction where the facility(ies) receiving electricity under this Agreement are located; (b) it has all regulatory authorizations, permits and licenses necessary for it to legally perform its obligations under this Agreement; (c) it has not filed, does not plan to file, or had any bankruptcy proceeding filed against it; (d) it has reviewed and understands this Agreement and the execution, delivery and performance of this Agreement has been duly authorized and is a valid and enforceable obligation; and (e) it is not a party to or subject to any commitment that may restrict or interfere with the delivery or receipt of electricity under this Agreement. Buyer further represents to Seller during the Term that: (a) it intends to operate its business in substantially the same manner as it has in the previous 12 months and that the Contract Quantities and, if applicable, its current PLC Values or peak load reasonably reflect Buyer's anticipated Usage; (b) it understands Seller is relying on this representation to purchase products, supply, and services in quantities that are consistent with Buyer's projected Usage to serve Buyer's electricity requirements for the Term of this Agreement; (c) it understands that if it operates its Accounts and Meters inconsistent with its usual and customary manner it may cause material detrimental financial impact to Seller and that Seller will pass along the impact of such variances in Usage to Buyer; (d) the information provided concerning its Accounts and Meters is true and correct; (e) any transactions entered into by Buyer related to this Agreement are understood by Buyer and made at Buyer's sole election in the exercise of independent judgment and Buyer assumes any risk associated with them; and (f) it is purchasing commercial energy strictly for its own use and throughout the Term of this Agreement that no Accounts and Meters at Buyer's Delivery Point(s) listed on Exhibit "D" are or will be classified by the applicable Public Utility Commission as a residential or small business account.

22. Governing Law; Counterparts: This Agreement will be interpreted in accordance with the substantive and procedural laws of the State of New York without giving effect to laws and rules governing conflicts of laws. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and be deemed binding through the use of facsimile signatures.

23. Severability: If any provision of this Agreement is held to be invalid, its invalidity shall not affect the validity of any other provision of the Agreement.

24. Survival of Obligations: All confidentiality, indemnity, liability limitation, disclaimer provisions and the rights and obligations that, by their nature, would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation or expiration.

25. Entirety of Agreement; Modification: It is the intention of the Parties that this Agreement, together with all exhibits, addenda and/or schedules attached hereto or incorporated by reference (collectively, the "Agreement") shall contain all terms, conditions and protections in any way related to or arising out of, the sale and purchase of the electricity, and supersedes, for the Term, all prior agreements between the Parties, whether written or oral, as to the terms specified herein. This Agreement may not be modified or amended except in a written form that is subsequently duly executed by the Parties hereto. No amendment or modification shall be made to this Agreement by course of performance, course of dealing or consumption of trade, or by the failure of a Party to object to a deviation from the terms of this Agreement.

26. Notices: All notices required or permitted to be given under this Agreement shall be in writing and may be sent by facsimile or

mutually acceptable electronic means, overnight courier, first class mail or hand delivered. The addresses of the Parties for such notices are set forth in Addendum "A".

27. Authorization of Data: Buyer shall, if necessary and as appropriate, designate Seller to the ISO and/or EDC as an authorized recipient of Buyer's current and historical electricity billing and usage data.

Buyer understands that by executing this Agreement, Seller will be provided certain basic information about Buyer by the EDC, including, but not limited to, account number, data about meter readings, rate class and electric usage, Buyer's address(es) and telephone number and whether or not Buyer is on a budget billing plan or payment arrangement.

Each party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement and that such party will be bound thereby. This Agreement, including all Exhibits and Addenda attached hereto and referenced herein, sets forth all understandings between the parties with respect to the purchase and sale of electricity and any prior agreements, contracts, understandings and representations, whether oral or written, relating to the purchase and sale of electricity are merged into and superseded by this Agreement. This Agreement may be amended only by a written document executed by authorized representatives of both parties to this Agreement.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

Buyer: Carmel, Town of

(Signature) 12/4/2015
(Date)

(Name)

(Title)

Seller: Champion Energy Services, LLC (or its affiliate,
Champion Energy, LLC)

(Signature) _____
(Date)

(Name)

Authorized Signatory

(Title)



Champion Energy Services, LLC
1500 Rankin Road, Suite 200
Houston, Texas 77073

Commercial Energy Sales Agreement—Addendum A New York

Addendum A

*to the Commercial Energy Sales Agreement dated as of 12/4/2015, between
Champion Energy Services, LLC (“Seller”), and Carmel, Town Of (“Buyer”).*

Part 1. Definitions:

The following terms shall have the meanings set forth below when used in the Agreement or in this Addendum.

- (a) **“Accounts and Meters”** means Buyer’s electrical service account(s) and meter(s) that make up Buyer’s Delivery Point(s).
- (b) **“Applicable Market Rate”** means the real time locational based marginal price (“LBMP”) for the applicable location and time period.
- (c) **“Delivery Point Change Criteria”** means Buyer’s Contract Quantity or the supply group designation for Buyer’s account determined by the EDC that served as the basis for Seller’s determination of the initial Contract Price.
- (d) **“Delivery State”** means the State of New York.
- (e) **“EDC”** means the applicable electric distribution company or local distribution utility (Central Hudson Gas & Electric Corp., Consolidated Edison Company of New York, Inc., New York State Electric & Gas Corp., National Grid, Orange & Rockland Utilities, Inc. and Rochester Gas & Electric).
- (f) **“ISO”** means New York State Independent System Operator.
- (g) **“PLC”** means Load Forecast Tag as determined by EDC.
- (h) **“Profile”** means load profile.
- (i) **“PUC”** means the New York State Public Service Commission (“PSC”).
- (j) **“RES”** means an energy services company (“ESCO”).
- (k) **“Sales Point(s)”** means the point(s) or specific zone (“Point of Delivery”) on the ISO administered transmission system located outside the municipal limits of Buyer’s service address location (Buyer’s Delivery Point(s)) as selected from time to time to assure service reliability in the Delivery State.

Part 2. Additional Terms:

- (a) **Agency:** Buyer hereby designates Seller as agent for the purpose of arranging, contracting for and administering transmission services, including those provided by Buyer’s EDC for the delivery of electricity to the Sales Point(s).
- (b) **Title & Risk of Loss:** Buyer and Seller agree that title to, control of and risk of loss of the electricity supplied under this Agreement will transfer from Seller to Buyer at the Sales Point(s).
- (c) **Billing:** Seller or the EDC will invoice Buyer the total amount due for electricity delivered to Buyer during each month according to the EDC’s billing cycle and meter read date. Such invoice shall also include all applicable Taxes, EDC and ISO Charges and other charges allowed pursuant to this Agreement and the appropriate EDC tariff.

Buyer has access to two billing options in New York: (i) Consolidated Billing in which Buyer will receive a single bill from the EDC for all electricity, distribution and related charges in accordance with the EDC’s tariff that dictates when payment is due and any late payment charges that may be applicable; and (ii) Dual Billing in which Seller will bill Buyer for electricity and related charges in accordance with the payment terms included herein and the EDC will separately bill Buyer for distribution and related charges in accordance with the EDC’s tariff. Additional fees associated with Consolidated Billing will be passed through to the Buyer either by the EDC or by Seller, if Buyer selects Consolidated Billing or if Buyer were to switch or be switched from Dual Billing to Consolidated Billing during the Term of the Agreement. Seller reserves the right to convert Buyer from Consolidated Billing to Dual Billing, or from Dual Billing to Consolidated Billing if such a conversion will prevent detrimental financial impact to Seller and/or facilitate more timely billing or payment. If the billing method is changed during the Term of this Agreement such change will be effective based upon the switching rules as stated in the applicable EDC tariff.

- (d) **Payment:** The EDC will set your payment due date and late payment fee on unpaid balances in accordance with the applicable EDC tariff. If Buyer fails to make payment in accordance with the terms of the EDC's Consolidated Bill, the EDC may switch Buyer to Dual Billing whereby Buyer will subsequently receive one bill from the EDC for delivery charges and one bill from Seller for electricity supply service and related charges. Bills rendered by Champion under Dual Billing shall be due within twenty (20) days after the bill's postmark. Past due amounts will incur a late payment fee in the amount of 1.5% per month on all unpaid balances. Buyer shall be responsible for any and all costs, attorney and legal fees incurred by Seller for the collection of any outstanding balance owed by Buyer. Champion will not assess a late payment charge if Buyer is a State, county or municipal government entity. Failure to make full payment of Seller's charges due on any consolidated bill prepared by the EDC for Seller or, in accordance with the Section labeled "Event of Default", will be grounds for disconnection of utility services and commodity service in accordance with New York Public Service Commission rules and regulations on the termination of service to non-residential customers (16 NYCRR Section 13.3). Seller charges \$25.00 for each returned check or each ACH (Automated Clearing House) return. Buyer shall be responsible for any and all costs, attorney and legal fees incurred by Seller for the collection of any outstanding balance owed by Buyer.
- (e) **No On-Site Buyer Generation:** The Contract Price for the Term specified herein is conditioned on Buyer's warranty that, as to the Buyer's Delivery Point(s) at the Service Address(es) listed on Exhibit D, (i) Buyer does not own any on-site generation (except for emergency back-up generation used when the EDC is not capable of delivering energy) or thermal storage capabilities ("On-Site Energy Generation") and (ii) if Buyer, at any time during the Term of this Agreement, intends to purchase On-Site Energy Generation equipment or commence operations in furtherance of On-Site Energy Generation and related services, Buyer will provide Champion with a minimum of sixty (60) days prior written notice. Buyer acknowledges and understands that the use of On-Site Energy Generation during the Term of this Agreement will materially impact both the consumption data relied upon by Seller in entering into this Agreement and Buyer's Usage for the remainder of the Term and therefore, use of such On-Site Energy Generation without Seller's written consent is a material breach of this Agreement.
- (f) **New York Prompt Payment Act:** In accordance with New York's Prompt Payment Requirements (N.Y. PBA, LAW § 2880; NY Code - Section 2880), if a Buyer qualifies as a state agency, payment is due to Seller thirty (30) days after receipt of a proper invoice. If Buyer, in good faith, disputes a payment, Buyer must notify Seller of the error within fifteen (15) days of the defective/improper invoice. The notice shall describe the defect or impropriety and shall provide any other information necessary for Seller to correct the defect or impropriety.
- (g) **Information Release Authorization:** Buyer authorizes Seller to obtain and review information regarding Buyer's credit history from credit reporting agencies and the following information from the EDC: consumption history; billing determinants; utility account number; credit information; public assistance status; and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by Seller to determine whether it will commence, or at the time of renewal, to provide energy supply service to Buyer and will not be disclosed to a third party unless required by law. Buyer's execution of this Agreement shall constitute authorization for the release of this information to Seller. This authorization will remain in effect during the Initial Term and any Renewal Term. Buyer may rescind this authorization at any time by providing written notice thereof to Seller or by calling Seller at 888-653-1084. Seller reserves the right to cancel this Agreement in the event Buyer rescinds the authorization and Buyer will therefore be liable for any Settlement Amounts due and owing Seller for such early cancellation or termination of this Agreement.
- (h) **Consumer Protection:** The services provided by Seller to Buyer are governed by the terms and conditions of this Agreement. Seller will provide at least fifteen (15) days' written notice prior to the cancellation of service to Buyer. Additionally, if Seller decides to pass through the economic effects of a Regulatory Event pursuant to the Regulatory Events terms of the Agreement, Seller will provide at least fifteen (15) days' written notice prior to invoicing Buyer for such costs and charges. Buyer may obtain additional information by contacting Seller at 888-653-1084 or the New York State Department of Public Service at 1.888.697.7728, or by writing to: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at www.dps.ny.gov.
- (i) **Dispute Resolution:** In the event of a billing dispute or a disagreement involving Seller's service, Buyer should contact Seller's Customer Service Center. Retail Access inquiries can be made at the Office of Consumer Services, New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; 888-697-7728.
- (j) **Non-Appropriation.** 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 Buyer. Neither the full faith or credit, nor the taxing power of Buyer, are 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 through [Term of the Agreement – Service Start & End Date] 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. If the monies to be paid to Seller are not appropriated at any time during the Term of the Agreement, Buyer is prohibited from contracting with an alternative retail energy supplier for similar products and services during the original term mutually agreed upon by Seller and Buyer. Buyer's breach of the above will be considered an Event of Default under the terms of the Agreement.

Part 3. Notices

Buyer's Notice — Addendum		Champion Energy Notices
Contract Issues	Invoicing	
Attention:		Contract Manager
Address:		1500 Rankin Road,

			Suite 200
City, State, Zip:			Houston, Texas 77073
Telephone:			281.653.5090
Facsimile:			281.653.1810
E-mail:			Please e-mail your Champion Sales Representative
Federal Tax ID:			20-1466960
Invoice Type:	<input type="checkbox"/> Dual Billing Option <input type="checkbox"/> One summary bill to be sent to the Billing Address. <input type="checkbox"/> Individual bills per account, to be sent to the Billing Address. <input type="checkbox"/> Individual bills per account, to be sent to the Respective Service Address. <input type="checkbox"/> Consolidated Billing Option (additional fees will apply and this invoice type may not be available in Buyer's EDC)		
Invoice Delivery Method:	<input type="checkbox"/> E-mail bill delivery <input type="checkbox"/> Mail bill delivery		

Tax Exemption Notice: If Seller does not receive the proper tax exemption documentation within thirty (30) days of enrollment date, Buyer must petition the Delivery State for any tax refunds due.

_____ No, Buyer's Delivery Points are not tax exempt
(Initials)

_____ Yes, Buyer's Delivery Points are tax exempt
(Initials)

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

Buyer: Carmel, Town Of

(Signature) 12/4/2015 (Date)

(Name)

(Title)

Seller: Champion Energy Services, LLC

(Signature) _____ (Date)

(Name)

Authorized Signatory
(Title)

Contact Information

Champion Energy Services, LLC

1500 Rankin Road, Suite 200
Houston, Texas 77073
Phone: 281.653.5090
Toll-free: 888.653.1084
Fax: 888.653.5080
E-mail: info@championenergyservices.com
Website: www.championenergyservices.com

New York State Public Service Commission

Address: 3 Empire State Plaza
Albany, NY 12223
Phone: 518.474.2530
Toll-free: 1.800.342.3377 or 1.888.697.7728
Website: www.dps.ny.gov

For Emergencies, Outages and Equipment Service:

Central Hudson Gas & Electric Corp.
1.800.527.2714

Consolidated Edison Company of New York, Inc.
1.800.752.6633

National Grid
1.800.892.2345

New York State Electric & Gas Corp.
1.800.572.1111 or 1.800.572.1121 (emergencies)

Orange & Rockland Utilities, Inc.
1.877.434.4100

Rochester Gas & Electric Corp.
1.800.743.2110 or 1.800.743.1701 (emergencies)

Commercial Energy Sales Agreement—Exhibits

NYISO – Fixed Price

Quote Number: 308623.2-1

Exhibits to Commercial Energy Sales Agreement

Buyer: Carmel, Town of

Contract Date: 12/4/2015

Exhibit A

Start Date: 11/8/2016

Contract Price: 0.07294 per kWh

Term: 24 months

Contract Quantity (The monthly kWh quantity shown below)

	NYISO	Load Forecast Tag
11/2016	3,566	20.09
12/2016	231,377	1307.08
1/2017	540,090	1307.08
2/2017	493,715	1307.08
3/2017	558,456	1307.08
4/2017	461,285	1307.08
5/2017	444,408	1307.08
6/2017	435,517	1307.08
7/2017	447,636	1307.08
8/2017	493,695	1307.08
9/2017	437,245	1307.08
10/2017	447,239	1307.08
11/2017	479,714	1307.08
12/2017	529,637	1307.08
1/2018	546,601	1307.08
2/2018	493,954	1307.08
3/2018	560,812	1307.08
4/2018	463,617	1307.08
5/2018	445,344	1307.08
6/2018	427,804	1307.08
7/2018	452,064	1307.08
8/2018	492,850	1307.08
9/2018	437,969	1307.08
10/2018	453,261	1307.08
11/2018	470,834	1307.08
12/2018	288,027	1286.99
Total	11,536,717	

Exhibit B

Costs (including, but not limited to the following)

- Transmission and Distribution Line Losses
- Ancillary Services
- Capacity

Exhibit C

Pass-through Charges (passed through at cost)

- Applicable EDC (Electric Distribution Company) tariff charges imposed and invoiced by the EDC(s)
- All applicable taxes and fees

Exhibit D

Delivery Points

No.	EDC	Account Number	Service Address	City, State, Zip	Anticipated Start Date
1	NYSEG	N0100000052126	MYRTLE AVE CWD #5	MAHOPAC, NY 10541	12/16/2016
2	NYSEG	N0100000089003	790 LONG POND RD REC OFF	MAHOPAC, NY 10541	12/16/2016
3	NYSEG	N0100000092254	VINELAND RD CSD #6	MAHOPAC, NY 10541	12/21/2016
4	NYSEG	N0100000122804	TANYA LN CWD 6	MAHOPAC, NY 10541	12/16/2016
5	NYSEG	N0100000124362	VINELAND RD CWD #7	MAHOPAC, NY 10541	12/21/2016
6	NYSEG	N0100000142372	ROUTE 6N CWD #10	MAHOPAC, NY 10541	12/16/2016
7	NYSEG	N0100000156778	ORCHARD RD PLNT CSD #4	MAHOPAC, NY 10541	12/21/2016
8	NYSEG	N0100000188540	77 JENNIFER LN 12	MAHOPAC, NY 10541	12/21/2016
9	NYSEG	N0100000189811	HEATHER DR NEW CWD #8	MAHOPAC, NY 10541	12/16/2016
10	NYSEG	N0100000192112			12/05/2016
11	NYSEG	N0100000220525	SPRING & LKSHRE DR	MAHOPAC, NY 10541	12/21/2016
12	NYSEG	N0100000224170			12/29/2016
13	NYSEG	N0100000240424			12/29/2016
14	NYSEG	N0100000248005	60 MCALPIN AVE	MAHOPAC, NY 10541	12/16/2016
15	NYSEG	N0100000255877	RTE 6 PUMP-CSD # 2	CARMEL, NY 10512	12/20/2016
16	NYSEG	N0100000256552			12/29/2016
17	NYSEG	N0100000272807			12/29/2016
18	NYSEG	N0100000289090			12/29/2016

19	NYSEG	N01000000305201			12/01/2016
20	NYSEG	N01000000429340	VISTA TER CWD9	MAHOPAC, NY 10541	12/23/2016
21	NYSEG	N01000000438796	NEAR 152 GLENEIDA RIDGE RD PS UGLN2	CARMEL, NY 10512	12/16/2016
22	NYSEG	N01000000489492	COLLIER DR E PS CDE-4	CARMEL, NY 10512	12/16/2016
23	NYSEG	N01000000489989	NEAR 16 CROSBY RD CRO2	CARMEL, NY 10512	12/22/2016
24	NYSEG	N01000000499632	NEAR 659 STONELEIGH AVE	CARMEL, NY 10512	12/21/2016
25	NYSEG	N01000000507426	NEAR 15 SUNNYCREST RD PS SR-1	CARMEL, NY 10512	12/21/2016
26	NYSEG	N01000000575183	NEAR 1 BALLA RD BAL-2	CARMEL, NY 10512	12/22/2016
27	NYSEG	N01000000651778	N GLENVIEW RD PS NGLN1	CARMEL, NY 10512	12/16/2016
28	NYSEG	N01000000676981	NEAR 55 MCALPIN AVE	MAHOPAC, NY 10541	12/23/2016
29	NYSEG	N01000000694455	NEAR 76 GLENVUE DR PUMP STA	CARMEL, NY 10512	12/16/2016
30	NYSEG	N01000000694604	EVERETT RD PS ER-10	MAHOPAC, NY 10541	12/21/2016
31	NYSEG	N01000000736280	790 LONG POND RD PAVIL	MAHOPAC, NY 10541	12/22/2016
32	NYSEG	N01000000748327	NEAR 90 BULLET HOLE RD E	MAHOPAC, NY 10541	12/28/2016
33	NYSEG	N01000000751289	NEAR 11 GLENEIDA RIDGE RD PS GLN1	CARMEL, NY 10512	12/21/2016
34	NYSEG	N01000000752493	CREST DR TANK CWD 10	MAHOPAC, NY 10541	12/28/2016
35	NYSEG	N01000000783753	NEAR 21 GLENVUE DR	CARMEL, NY 10512	12/16/2016
36	NYSEG	N01000000831073	MEADOW RD PS	CARMEL, NY 10512	12/22/2016
37	NYSEG	N01000000958991	NEAR 10 NORTHGATE RD CSD #2	CARMEL, NY 10512	12/22/2016
38	NYSEG	N01000000992370	NEAR 116 GLENEIDA RIDGE RD	CARMEL, NY 10512	12/16/2016
39	NYSEG	N01000000992552	NEAR 2 EVERETT RD PS#1	CARMEL, NY 10512	12/21/2016
40	NYSEG	N01000001001551	NEAR 1 BALLA RD BAL-1	CARMEL, NY 10512	12/22/2016
41	NYSEG	N01000001078187	NEAR 26 EVERETT RD PS ER-8	CARMEL, NY 10512	12/21/2016

42	NYSEG	N01000001103290	MCALPIN	MAHOPAC, NY 10541	12/23/2016
43	NYSEG	N01000001124114	RTES 6 & 52 CWD 2TWR	CARMEL, NY 10512	12/19/2016
44	NYSEG	N01000001129972	NEAR 15 WILLOW RD PS WIL-2	CARMEL, NY 10512	12/21/2016
45	NYSEG	N01000001134592	NEAR 8 RODGERS LN RDG-1	CARMEL, NY 10512	12/21/2016
46	NYSEG	N01000001209683	NEAR 21 GLENVUE DR	CARMEL, NY 10512	12/16/2016
47	NYSEG	N01000001252154	NEAR 56 EVERETT RD PS ER-14	CARMEL, NY 10512	12/21/2016
48	NYSEG	N01000001299262	COLLIER DR E PS CDE-6	CARMEL, NY 10512	12/16/2016
49	NYSEG	N01000001299833	NEAR 16 CROSBY RD CRO3	CARMEL, NY 10512	12/22/2016
50	NYSEG	N01000001306513	12 SUMMITT DR	MAHOPAC, NY 10541	11/08/2016
51	NYSEG	N01000001375807	NEAR 116 GLENEIDA RIDGE RD	CARMEL, NY 10512	12/16/2016
52	NYSEG	N01000001418656	NEAR 2 EVERETT RD PS#2	CARMEL, NY 10512	12/21/2016
53	NYSEG	N01000001432434	NEAR 15 CORNISH RD PS U CORN1	CARMEL, NY 10512	12/21/2016
54	NYSEG	N01000001436377	CREST DR CWD	MAHOPAC, NY 10541	12/27/2016
55	NYSEG	N01000001504117	NEAR 26 EVERETT RD PS ER-7	CARMEL, NY 10512	12/21/2016
56	NYSEG	N01000001523422	LK SHORE DR LITES	MAHOPAC, NY 10541	12/28/2016
57	NYSEG	N01000001546324	NEAR 30 EVERETT RD PS ER-11	CARMEL, NY 10512	12/21/2016
58	NYSEG	N01000001587732	790 LONG POND RD	MAHOPAC, NY 10541	12/22/2016
59	NYSEG	N01000001596089	NEAR 36 ANGELA DR BATHHSE	CARMEL, NY 10512	12/22/2016
60	NYSEG	N01000001597756	NEAR 8 BELDEN RD S CSD 2	CARMEL, NY 10512	12/21/2016
61	NYSEG	N01000001606680	NEAR 4 WAYACROSS RD #6	MAHOPAC, NY 10541	12/29/2016
62	NYSEG	N01000001608017	UNDERHILL AVE CSD #4	MAHOPAC, NY 10541	12/28/2016
63	NYSEG	N01000001635077	NEAR 62 EVERETT RD PS ER-17	CARMEL, NY 10512	12/21/2016
64	NYSEG	N01000001644814	NEAR 41 GLENEIDA RIDGE RD PSL GLN3	CARMEL, NY 10512	12/21/2016

65	NYSEG	N01000001657261	NEAR 15 TOWER RD TWR-2	CARMEL, NY 10512	12/21/2016
66	NYSEG	N01000001681030	OLD ROUTE 6 CSD #2	CARMEL, NY 10512	12/19/2016
67	NYSEG	N01000001681683	COLLIER DR E PS CDE-7	CARMEL, NY 10512	12/16/2016
68	NYSEG	N01000001687391	NEAR 59 GLENEIDA RIDGE RD PSL GLN5	CARMEL, NY 10512	12/21/2016
69	NYSEG	N01000001701515	LK SHORE&BIRCH RD CSD4	MAHOPAC, NY 10541	12/28/2016
70	NYSEG	N01000001762459	5 SUNSET DR	CARMEL, NY 10512	12/16/2016
71	NYSEG	N01000001787746	MCALPIN - MUSEUM BLDG	MAHOPAC, NY 10541	12/23/2016
72	NYSEG	N01000001805373	NEAR 66 EVERETT RD CWD #2	CARMEL, NY 10512	12/21/2016
73	NYSEG	N01000001843580	NEAR 8 EVERETT RD PS#3	CARMEL, NY 10512	12/21/2016
74	NYSEG	N01000001886480	NEAR 16 EVERETT RD PS ER-5	CARMEL, NY 10512	12/21/2016
75	NYSEG	N01000001890672	14 COLLIER DR E PS CDE-3	CARMEL, NY 10512	12/16/2016
76	NYSEG	N01000001895515	NEAR 18 NORTHGATE RD	CARMEL, NY 10512	12/22/2016
77	NYSEG	N01000002142412	UPPER GLENEIDA PS UGLN3	CARMEL, NY 10512	12/16/2016
78	NYSEG	N01000002150894	COLLIER DR E PS CDE-5	CARMEL, NY 10512	12/16/2016
79	NYSEG	N01000002184505	NEAR 116 GLENEIDA RIDGE RD	CARMEL, NY 10512	12/16/2016
80	NYSEG	N01000002252518	NEAR 30 LINDY DR PS-1	CARMEL, NY 10512	12/21/2016
81	NYSEG	N01000002295871	WAINWRIGHT RD PS WR-1	CARMEL, NY 10512	12/20/2016
82	NYSEG	N01000002364420	NEAR 24 WILLOW RD PS WIL- 1	CARMEL, NY 10512	12/21/2016
83	NYSEG	N01000002369106	NEAR 33 BELDEN RD PS BEL- 1	CARMEL, NY 10512	12/21/2016
84	NYSEG	N01000002396620	LONG POND-BEACH LITES	MAHOPAC, NY 10541	12/22/2016
85	NYSEG	N01000002397214	MEADOWCREST RD CSD #2	CARMEL, NY 10512	12/19/2016
86	NYSEG	N01000002401131	RT 6 WTR PLNT CWD #2	CARMEL, NY 10512	12/19/2016
87	NYSEG	N01000002407054	NEAR 11 WILLOW RD PS WIL- 3	CARMEL, NY 10512	12/21/2016

88	NYSEG	N01000002440105	NEAR 27 GLENVUE DR	CARMEL, NY 10512	12/16/2016
89	NYSEG	N01000002440287	NEAR 56 EVERETT RD PS ER-15	CARMEL, NY 10512	12/21/2016
90	NYSEG	N01000002470912	MECHANIC ST PS CSD #2	CARMEL, NY 10512	12/22/2016
91	NYSEG	N01000002509206	NEAR 15 TOWER RD TWR-1	CARMEL, NY 10512	12/21/2016
92	NYSEG	N01000002561173	DREWVILLE RD PS CSD #8	CARMEL, NY 10512	12/20/2016
93	NYSEG	N01000002572279	NEAR 3670 ROUTE 301 PS 301-1	CARMEL, NY 10512	12/16/2016
94	NYSEG	N01000002610673	UPPER GLENEIDA PS UGLN5	CARMEL, NY 10512	12/16/2016
95	NYSEG	N01000002667616	NEAR 5 CORNISH RD PS L CORN2	CARMEL, NY 10512	12/21/2016
96	NYSEG	N01000002679975	LINDY DR CWD WTR TNK	CARMEL, NY 10512	12/21/2016
97	NYSEG	N01000002700227	14 COLLIER DR E PS CDE-1	CARMEL, NY 10512	12/16/2016
98	NYSEG	N01000002710226	CORNISH RD PS L CORN3	CARMEL, NY 10512	12/21/2016
99	NYSEG	N01000002739324	NEAR 22 EVERETT RD PS ER-6	CARMEL, NY 10512	12/21/2016
100	NYSEG	N01000002753408	CORNISH RD PS L CORN4	CARMEL, NY 10512	12/21/2016
101	NYSEG	N01000002782084	NEAR 30 EVERETT RD PS ER-9	CARMEL, NY 10512	12/21/2016
102	NYSEG	N01000002824951	NEAR 46 EVERETT RD PS ER-12	CARMEL, NY 10512	12/21/2016
103	NYSEG	N01000002839009	NEAR 8 RODGERS LN RDG-2	CARMEL, NY 10512	12/21/2016
104	NYSEG	N01000002881589	NEAR 25 GLENEIDA RIDGE RD	CARMEL, NY 10512	12/21/2016
105	NYSEG	N01000002936102	NEAR 6 TOWER RD TWR-4	CARMEL, NY 10512	12/21/2016
106	NYSEG	N01000002953388	NEAR 115 FAIR ST PS FS-1	CARMEL, NY 10512	12/20/2016
107	NYSEG	N01000002999001	NEAR 3670 ROUTE 301 CSD2	CARMEL, NY 10512	12/16/2016
108	NYSEG	N01000003042165	9 SUNSET RIDGE	CARMEL, NY 10512	12/16/2016
109	NYSEG	N01000003050614	NEAR 192 SHEAR HILL RD	MAHOPAC, NY 10541	12/23/2016
110	NYSEG	N01000003178951	NEAR 6 KINGS RIDGE RD CWD #8	MAHOPAC, NY 10541	12/27/2016

111	NYSEG	N01000003179785	CORNISH RD PS L CORN5	CARMEL, NY 10512	12/21/2016
112	NYSEG	N01000003250222	790 LONG POND RD SHOP	MAHOPAC, NY 10541	12/22/2016
113	NYSEG	N01000003264983	NEAR 8 RODGERS LN RDG-3	CARMEL, NY 10512	12/21/2016
114	NYSEG	N01000003307188	HUGHSON RD S CSD #2	CARMEL, NY 10512	12/21/2016
115	NYSEG	N01000003340312	NEAR 62 EVERETT RD PS ER-16	CARMEL, NY 10512	12/21/2016
116	NYSEG	N01000003344322	COLLIER DR E PS CDE-8	CARMEL, NY 10512	12/16/2016
117	NYSEG	N01000003350154	NEAR 59 GLENEIDA RIDGE RD PSL GLN4	CARMEL, NY 10512	12/21/2016
118	NYSEG	N01000003411881	NEAR 3 GLENVUE DR	CARMEL, NY 10512	12/16/2016
119	NYSEG	N01000003420510	NEAR 128 GLENEIDA RIDGE RD	CARMEL, NY 10512	12/16/2016
120	NYSEG	N01000003429750	NEAR 10 CROSBY RD CRO51	CARMEL, NY 10512	12/22/2016
121	NYSEG	N01000003511243	NEAR 210 WEBER HILL RD CWD #6	CARMEL, NY 10512	12/23/2016
122	NYSEG	N01000003552510	14 COLLIER DR E PS CDE-2	CARMEL, NY 10512	12/16/2016
123	NYSEG	N01000003600442	NEAR 17 LEESIDE RD PS LS-1	CARMEL, NY 10512	12/21/2016
124	NYSEG	N01000003626488	DAHLIA DR PLANT CSD #7	MAHOPAC, NY 10541	12/27/2016
125	NYSEG	N01000003634052	NEAR 76 GLENVUE DR	CARMEL, NY 10512	12/16/2016
126	NYSEG	N01000003676327	790 LONG POND RD	MAHOPAC, NY 10541	12/22/2016
127	NYSEG	N01000003677077	NEAR 51 GLENVUE DR	CARMEL, NY 10512	12/16/2016
128	NYSEG	N01000003730611	NEAR 58 KENNARD RD	MAHOPAC, NY 10541	11/08/2016
129	NYSEG	N01000003735214	NEAR 51 BULLET HOLE RD W	MAHOPAC, NY 10541	12/28/2016
130	NYSEG	N01000003745791	NEAR 671 ROUTE 6 CSD 3-PH	MAHOPAC, NY 10541	12/27/2016
131	NYSEG	N01000003770245	22 COLLIER DR E PS CDE-9	CARMEL, NY 10512	12/16/2016
132	NYSEG	N01000003788213	NEAR 6 TOWER RD TWR-3	CARMEL, NY 10512	12/21/2016
133	NYSEG	N01000003804242	NEAR 160 GLENEIDA RIDGE RD PS UGLN1	CARMEL, NY 10512	12/16/2016
134	NYSEG	N01000003805611	NEAR 115 FAIR ST PS FS-2	CARMEL, NY 10512	12/20/2016

135	NYSEG	N01000003903408	NEAR 5 CORNISH RD PSL CORN1	CARMEL, NY 10512	12/21/2016
136	NYSEG	N01000003919610	NEAR 147 HUGHSON RD N PS	CARMEL, NY 10512	12/21/2016
137	NYSEG	N01000003974938	NEAR 8 EVERETT RD PS ER-4	CARMEL, NY 10512	12/21/2016
138	NYSEG	N01000003983962	NEAR 18 NORTHGATE RD	CARMEL, NY 10512	12/22/2016
139	NYSEG	N01000003991635	NEAR 72 BELDEN RD N CSD #2	CARMEL, NY 10512	12/21/2016
140	NYSEG	N01000004042537	NEAR 55 MCALPIN AVE NEW GAR	MAHOPAC, NY 10541	12/23/2016
141	NYSEG	N01000004069704	NEAR 22 LAKE GILEAD RD LG- 1	CARMEL, NY 10512	12/22/2016
142	NYSEG	N01000004084612	SECOR RD TANK CWD #3	MAHOPAC, NY 10541	12/28/2016
143	NYSEG	N01000004104022	NEAR 56 EVERETT RD PS ER- 13	CARMEL, NY 10512	12/21/2016
144	NYSEG	N01000004128997	NEAR 48 MCALPIN AVE OLD GAR	MAHOPAC, NY 10541	12/23/2016
145	NYSEG	N01000004148219	2 CAREY ST PLANT CSD #5	MAHOPAC, NY 10541	12/29/2016
146	NYSEG	N01000004150579	22 COLLIER DR E PS CDE10	CARMEL, NY 10512	12/16/2016
147	NYSEG	N01000004155586	NEAR 17 KELLY RD PS CSD #2	CARMEL, NY 10512	12/21/2016
148	NYSEG	N01000004485942	NEAR 686 STONELEIGH AVE CSD #8	CARMEL, NY 10512	12/21/2016
149	NYSEG	N01000004899712	LOCUST HILL RD	MAHOPAC, NY 10541	12/16/2016
150	NYSEG	N01000005222518	7 INTERLOCKEN RD	CARMEL, NY 10512	12/22/2016
151	NYSEG	N01000005471131	NEAR 22 HILDACAR LN PUMP	CARMEL, NY 10512	12/20/2016
152	NYSEG	N01000005871637	NEAR 686 STONELEIGH AVE PUMP	CARMEL, NY 10512	12/21/2016
153	NYSEG	N01000005992748	7 SUNSET RDG	CARMEL, NY 10512	12/16/2016
154	NYSEG	N01000006137640	295 NORTH RD	MAHOPAC, NY 10541	12/28/2016
155	NYSEG	N01000006192371	ROUTE 6	MAHOPAC, NY 10541	12/23/2016
156	NYSEG	N01000006329718	RT 6N & SYCAMRE RD LGHTS	MAHOPAC, NY 10541	12/27/2016

157	NYSEG	N01000007298334	CENTENNIAL RIDG E	CARMEL, NY 10512	12/16/2016
158	NYSEG	N01000007605843	DUKE RD	CARMEL, NY 10512	12/20/2016
159	NYSEG	N01000008334245	NEAR 33 ANGELA DR BALLFLD	CARMEL, NY 10512	12/22/2016
160	NYSEG	N01000008477143	NEAR 15 LAKE GILEAD RD	CARMEL, NY 10512	12/22/2016
161	NYSEG	N01000009058975	NEAR 214 BIRCH RD CWD#3	MAHOPAC, NY 10541	12/28/2016
162	NYSEG	N01000012097754	NEAR 140 RED MILLS RD	MAHOPAC, NY 10541	12/22/2016
163	NYSEG	N01000012360103	ANGELA DR	MAHOPAC, NY 10541	12/16/2016
164	NYSEG	N01000013922950	2 BALDWIN ST	MAHOPAC, NY 10541	12/23/2016
165	NYSEG	N01000014021398	NEAR 17 ARBORVIEW PUMP	CARMEL, NY 10512	12/21/2016
166	NYSEG	N01000014208961	NEAR 782 S LAKE BLVD	MAHOPAC, NY 10541	12/28/2016
167	NYSEG	N01000014811293	20 CROSBY RD	CARMEL, NY 10512	12/22/2016
168	NYSEG	N01000016202111	SENIOR&ELLEN PS CWD 10	MAHOPAC, NY 10541	12/28/2016
169	NYSEG	N01000016921322	NEAR 865 S LAKE BLVD	MAHOPAC, NY 10541	12/28/2016
170	NYSEG	N01000018345322	SEMINARY HILL RD PUMP	CARMEL, NY 10512	12/22/2016
171	NYSEG	N01000018477117	NEAR 8 RED MILLS RD PUMPS	MAHOPAC, NY 10541	12/22/2016
172	NYSEG	N01000018968180	185 ARCHER RD	MAHOPAC, NY 10541	12/29/2016
173	NYSEG	N01000020547451	NEAR 21 OLD ROUTE 6	CARMEL, NY 10512	12/19/2016
174	NYSEG	N01000059635029	927 ROUTE 6	MAHOPAC, NY 10541	12/23/2016
175	NYSEG	N01000059647164	NEAR 824 ROUTE 6	MAHOPAC, NY 10541	12/23/2016
176	NYSEG	N01000059741017	NEAR 616 ROUTE 6N	MAHOPAC, NY 10541	12/16/2016
177	NYSEG	N01000059774620	GRAND MEADOW DR FIELD	MAHOPAC, NY 10541	11/08/2016
178	NYSEG	N01000059810994	NEAR 187 HILL ST	MAHOPAC, NY 10541	12/16/2016
179	NYSEG	N01000060171097	NEAR 32 DAHLIA DR PLANT CSD7	MAHOPAC, NY 10541	12/27/2016
180	NYSEG	N01000060278041	RED MILLS PARK	CARMEL, NY 10512	12/23/2016

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Exhibit as of the dated specified herein.

Buyer: Carmel, Town of

Seller: Champion Energy Services, LLC (or its affiliate,
Champion Energy, LLC)

(Signature)

(Date)

(Name)

(Title)

(Signature)

(Date)

(Name)

Authorized Signatory

(Title)

#3

RESOLUTION ADOPTING AMENDED 2016 USER FEE SCHEDULE

RESOLVED that the Town Board of the Town of Carmel hereby adopts, effective immediately, the amended Town of Carmel User Fee Schedule for Fiscal Year 2016 in form as attached hereto and made a part hereof.

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	_____	_____

**TOWN OF CARMEL "PROPOSED" USER SERVICE FEES --
FISCAL YEAR 2016**

FEE DESCRIPTION	2015 ADOPTED USER FEES	
TOWN CLERK'S OFFICE		
Certification:		
Registrar's Certification (Birth/Death)	10.00	
Town Clerks Certification (Marriage/Other)	10.00	
Genealogy Fee Schedule:		
	1 - 3 years - \$22.00	
	4 - 10 years - \$42.00	
	11 - 20 years - \$62.00	
	21 - 30 years - \$82.00	
	31 - 40 years - \$102.00	
	41 - 50 years - \$122.00	
	51 - 60 years - \$142.00	
	61 - 70 years - \$162.00	
Copies:		
Copies of Town Ordinance or Other Documents - Per Page	0.25	
Facsimile/Fax - Per Page	2.00	
Map (Zoning, Election, Other) - Black & White/Color	10.00/15.00	
Licenses:		
Auctioneering License - Annual	300.00	
Auctioneering License - One Day	150.00	
Annual Dog License Fee - spayed/neutered	7.50	
Annual Dog License Fee - unspayed/un-neutered	15.50	
Garbage Carting License - Renewal *	2,000.00	* Plus \$150 per truck inspection annually
Garbage Carting License - NEW *	2,500.00	* Plus \$150 per truck inspection annually
Marriage License	40.00	
Peddling License - 3 Months	500.00	
Miscellaneous:		
Cemetery Grave Marker - Each	100.00	
Dog Pick-Up	50.00	
Dog Shelter Fee - First Impoundment	25.00	+ 10.00 Each Additional 24 Hours
Second Impoundment - within one year	35.00	+ 10.00 Each Additional 24 Hours
Third Impoundment - within one year	45.00	+ 10.00 Each Additional 24 Hours
Subsequent Impoundment - within one year		
Petition to Amend Zoning Ordinance	1,500.00	
Permits:		
Canvassing/Soliciting Permit - 3 Months	350.00	
Public Assembly Permit - Each Event	200.00	
Sound Amplification Permit Commercial	100.00	
Sound Amplification Permit Residential	50.00	
Town Code:		
Annual Town Code Book Supplement	75.00	
Code Book	300.00	
Freshwater Wetlands Chapter Pamphlet	35.00	
Street Specifications	10.00	
Subdivision of Land Ordinance Pamphlet	35.00	
Vehicle and Traffic Chapter Pamphlet	25.00	
Zoning Chapter Pamphlet	35.00	

**TOWN OF CARMEL "PROPOSED" USER SERVICE FEES --
FISCAL YEAR 2016**

FEE DESCRIPTION	2015 ADOPTED USER FEES	
POLICE DEPARTMENT		
Accident Report - Business	0.25	per page
Accident Report - Personal	0.25	per page
Finger Printing Service - Non Residents - Per Person	35.00	
Photograph	20.00	per photo
Police Special Escort Service - Per Hour	-	
Special Event or Special Services - Per Hour	-	
CD of Photographs from Casefile	50.00	
Tow License Fee	1,500.00	Annual License Fee
Vehicle Impound Fee	100.00	per vehicle
ALARM ORDINANCE		
Alarm Permit - 1 Year - Residential & Commercial	40.00	
One False Alarm	-	
Two False Alarms	-	
Three False Alarms	25.00	
Four False Alarms	50.00	* All alarm fees: 10% of outstanding balance after 90 days past due.
Five False Alarms	100.00	
Six-Nine False Alarms	200.00	
Ten or more False Alarms	225.00	
HIGHWAY DEPARTMENT		
Driveway Bond - "Refundable"	750.00	
Driveway Permit - Includes two inspections	215.00	
Road Opening Bond - "Refundable" - Entire Road	1,000.00	
Road Opening Bond - "Refundable" - Half Road	500.00	
Road Opening Permit	215.00	

**TOWN OF CARMEL "PROPOSED" USER SERVICE FEES --
FISCAL YEAR 2016**

FEE DESCRIPTION		2015 ADOPTED USER FEES	
PARKS & RECREATION DEPARTMENT			
Camp:			
Playground Camp		460.00	Non-Resident \$920.00
* Early Bird Registration Fee - Playground Camp		410.00	Non-Resident \$820.00
Primary Camp [9:30 AM to 2:30 PM]		510.00	Non-Resident 1,020.00
* Early Bird Registration Fee - Primary Camp		460.00	Non-Resident \$920.00
Primary Camp Extended Day [2:30 PM to 4:30 PM]		190.00	
Classes/Lessons:			
Additional Swimming Lessons		\$70	Residents only
Adult Classes		\$65.00 - \$320.00	* plus \$35.00 non residents
CPR Review		\$70	Non-Resident \$105.00
Lifeguard Training Aid/Safety		\$375.00	Non-Resident \$410.00
Lifeguard Training Review		\$190.00	Non-Resident \$225.00
Pre School Classes		FREE - \$175.00	* plus \$35.00 non residents
RTE - Responding to Emergencies		220.00	Non-Resident \$255.00
Special Tennis, Aerobics, or Other Lessons		Cost	* plus \$35.00 non residents
Swimming Lessons Including Permit		140.00	Residents only
Tennis Lessons - 6 One Hour Sessions		70.00	Non-Resident \$105.00
Tennis Lessons - 8 One Hour Sessions		90.00	Non-Resident \$125.00
Facilities Rental:			
Ballfield Rental - 2 Hour Limit		\$150.00/\$250.00 w/lights	
Boat Rental Fee		4.00 - 7.00	
Civic Building Rental/Pavilion		200.00	+Supervisor Hourly Rate
Group Picnic		150.00	Residents Only
Private Building Rental		300.00	+Supervisor Hourly Rate
Sycamore Park Concession [Seasonal]		3,500.00	
ID/Permits:			
Beach Guest Card		50.00	
Adult Swimming Permit		100.00	
Daily Adult Beach Fee		8.00	
Daily Adult Guest Beach Fee		10.00	
Daily Youth Beach Fee		7.00	
Daily Youth Guest Beach Fee		9.00	
Family Swimming Permit		200.00	
Family Tennis Permit		80.00	
Identification Card		6.00	
Senior Citizen Identification Card		No charge	
Nanny Identification Card		12.00	
Nanny Swim Permit		100.00	
Individual Tennis Permit		50.00	
Tennis Guest Fee		6.00	
Youth Swimming Permit		80.00	
Dog Park:			
Sycamore Dog Park User Fee - Resident		25.00	Annual
Sycamore Dog Park User Fee - Non-Resident		75.00	Annual

**TOWN OF CARMEL "PROPOSED" USER SERVICE FEES --
FISCAL YEAR 2016**

FEE DESCRIPTION	2015 ADOPTED USER FEES	
BUILDING & CODES DEPARTMENT		
Accessory Apartment Permit	400.00	
Bed & Breakfast Special Application	400.00	
Building Permits -- Flat Rate PLUS Estimated Cost of Construction	50.00	Flat Rate PLUS
Estimated Cost of Construction -- Calculated as:	12.00	per \$1,000 Calculated Estimated Cost
Residential -- New construction	100.00	per sq. ft.
Residential -- Finish existing space to living space	20.00	per sq. ft.
Commercial	150.00	per sq. ft.
Commercial - Garage	75.00 - 80.00	per sq. ft.
Decks	35.00	per sq. ft.
Garage	75.00	per sq. ft.
Shed	25.00	per sq. ft.
Certificates of Compliance	80.00/150.00	Residential/Commercial
Certificates of Occupancy	80.00/150.00	Residential/Commercial
Excavation or Fill Permit for the first 2,000 cubic yards	200.00	Plus \$100 for each additional 1,000 CY
Inspection Fee for Clearance of Title Search Violation	50.00	Each Inspection
Mother/Daughter Permit	200.00	
Plumbing Permit Per Fixture	15.00 each	\$75.00 minimum fee
Plumbing/ Air Conditioning Inspection		
Re-Inspection Fee When Inspection Requested but Job Not Ready	50.00	Paid in Advance of 2nd Inspection
Sign Permit	150.00	
Swimming Pool Permit - Above Ground	150.00	
Swimming Pool Permit - In Ground	300.00	
HVAC Fee	50.00	Flat Rate plus
	10.00	per \$1,000 Estimated Cost of Installation
Title Search	100.00/200.00	Residential/ Commercial + \$100 per establishment
Zoning Letter	75.00	
Outdoor Dining Annual Fee	100.00	Annual Fee
Outdoor Dining (fee per 10 or more seats)	+ 50.00/up to 10 seats	An add'l \$50.00 for 11 or more seats
Fire Inspection: Multifamily / Commercial	150.00 / 100.00	Commercial \$100 per establishment
Blasting Permit	100.00	per month
Operational Permits *	100.00	
* (NYS DOS requires towns to issue permits for storage of certain materials and certain uses)		
Natural Gas Inspections		
Residential	50.00	(5 Fixtures) \$10 each additional
Commercial	100.00	(5 Fixtures) \$20 each additional
Liquid Propane Gas Inspections		
Residential	50.00	(5 Fixtures) - \$10 each additional
Commercial	100.00	(5 Fixtures) - \$20 each additional

**TOWN OF CARMEL "PROPOSED" USER SERVICE FEES --
FISCAL YEAR 2016**

FEE DESCRIPTION	2015 ADOPTED USER FEES	
ENVIRONMENTAL CONSERVATION REVIEW BOARD		
ECB Wetlands Sign	10.00	
Permit Renewal/Extension Fee	50.00	For each one year permit renewal/extension
Application Withdrawal	50.00	
Letter of Maintenance	50.00	
Letter of Permission (In lieu of application)	100.00	
Major Interagency Review - Over 5 Acres - Per Acre or Part Thereof	60.00	Total Wetland Include. 100' Control Area
Minor Interagency Review - Up to 5 Acres - Per Acre or Part Thereof	50.00	Total Wetland Include. 100' Control Area
Private Consultation/Conference with Wetland Inspector Per Hour	100.00	
Public Hearing	minimum \$150.00 or cost	
SEQR - DEIS	1%	of Bond
Site Plan Inspection - Single Lot - Per Acre or Part Thereof	300.00	Total Wetland Include. 100' Control Area
Subdivision Plan Inspection - Per Acre or Part Thereof	300.00	Total Wetland Include. 100' Control Area
Tree Cutting - Up to 25 Acres	300.00	+ 25.00 acre and ind. monitoring of escrow fees
Tree Cutting - Over 25 Acres	300.00	+ 75.00 acre and ind. monitoring of escrow fees
Minor Wetland Permit Application - for projects disturbing 1,000 sq ft in the 100 ft buffer area.	225.00	
* Escrow Fee for Minor Project	500.00	*as determined by the Town's Wetland Inspector
Major Wetland Permit Application - for projects disturbing 1,000 sq ft in the 100 ft buffer area or any disturbance in the buffer.	500.00	*plus \$100 for each add't 1,000 sq ft disturbance (or part thereof) in the 100 ft buffer. Maximum fee \$1,000
* Escrow Fee for Major Project	1,000.00	*as determined by the Town's Wetland Inspector
Wetland Determination for Health Dept	150.00	
ZONING BOARD OF APPEALS		
280A Exemption	400.00	
Accessory Apartment Application	250.00	
Application Withdrawal	100.00	
Area Variance Application	200.00	
Bed and Breakfast Special Permit Application	400.00	
Interpretation of Ordinance	400.00	
Use Variance Application	400.00	
Computer address labels for variance mailing	25.00	
NOTIFICATION SIGN	25.00	
PLANNING BOARD		
PLANNING SUBDIVISION FEES:		
Sketch fee	500.00	One time fee
Preliminary Fees		
Major Subdivision	3,000.00	Plus \$750 per lot
Minor Subdivision	2,500.00	Plus \$750 per lot
"Extension of Preliminary Sub-division"	500.00	
Final Fees:		
Amendment to Final Plat	1,500.00	
Major Subdivision	1,500.00	Plus \$500 per lot
Minor Subdivision	1,500.00	Plus \$500 per lot
Re-approval of Final Approval	1,500.00	(Does not include SEQR fees)
Extension of final approval	1,000.00	
OPEN DEVELOPMENT REVIEW FEE	2,500.00	
LOT LINE ADJUSTMENT FEE	2,500.00	

**TOWN OF CARMEL "PROPOSED" USER SERVICE FEES --
FISCAL YEAR 2016**

FEE DESCRIPTION	2015 ADOPTED USER FEES	
SITE PLAN FEES:		
Commercial Site Plan -- Flat Rate PLUS Parking Spaces	2,000.00	Plus \$100 per Parking Spaces
Residential Site Plan -- Flat Rate PLUS Unit Fee	3,000.00	PLUS \$500 per Dwelling Unit
Amendment to Previous Approved Site Plan -- with no new parking spaces	3,000.00	
Amendment to Previous Approved Site Plan -- with new parking spaces	3,000.00	Plus \$100 per Parking Spaces
Re-grant of Site Plan Approval	1,500.00	
Extension of Site Plan Approval	1,000.00	
SPECIAL SITE PLAN FEES		
Boat House/Bathhouse	800.00	
Parking Lot	800.00	
Pools/Tennis Courts/ Playgrounds	800.00	
Residential Barns	800.00	
Residential Dock	800.00	
Residential Horse Riding Ring	800.00	
Home Office	800.00	
LANDFILL, SURFACE GRADING, & OTHER EXCAVATION		
Up to 5 Acres	300.00	
Over 5 Acres	300.00	Plus \$40.00/Acre
ARCHITECTURAL REVIEW		
New Commercial Structure Review	225.00	
Modification to Existing Commercial Structure Review	150.00	
Other Structure or Sign Review	50.00	
Single Family Residential Structure Review	100.00	
Two or More Family Residential Structure Review	100.00	Plus 50.00 each Additional Unit over two
PLANNING/MISCELLANEOUS FEES:		
Engineering Fee (Site Plans & Subdivisions) - Technical Review and Construction Inspections	5%	% of Bond Amount
Public Hearings Including Bond Returns and Reductions	175.00	Per Hearing
Planning Board SEQR Escrow Fees - DEIS	2.00%	Not to exceed 2% of Project Value
Planning Board SEQR Escrow Fees - FEIS	2.00%	Not to exceed 2% of Project Value
Recreation Fee in Lieu of Parklands	7,500.00	Per Residential Lot
Recreation Fee Sr. Cit. Multi Family Dwelling/Apt.	3,500.00	Per Dwelling/Apartment for site plan with approvals originating prior to 12/31/15
Recreation Fee Sr. Cit. Multi Family Dwelling/Apt.	4,500.00	Per Dwelling/Apartment for site plan with approvals originating after 1/1/16
Recreation Fee Multi Family Developments	5,000.00	Per Dwelling
Computer address labels	25.00	
NOTIFICATION SIGN	35.00	

**TOWN OF CARMEL "PROPOSED" USER SERVICE FEES –
FISCAL YEAR 2016**

FEE DESCRIPTION	2015 ADOPTED USER FEES	
DEPARTMENT MISCELLANEOUS TOWN SERVICES:		
Computer Labels	0.05	Each Label - 5.00 Minimum
Computer Report of Tax Parcels	0.25	Per Page - 5.00 Minimum
Copies of Plans/Maps - 24" x 36"	10.00	
Copies of Records/Documents	0.25	Per Page
Mail Reminder Notices	2.00	
Returned Deposited Bad Check - Each Item	20.00	
Tax or Record Search and Copy	5.00	
Tax or Record Search and Copy with Letter	10.00	
Banner Permit Fee (non-walvable)	400.00	* Fee for each banner issued under permit - Revised 4/2015
SPECIAL DISTRICTS		
PARK DISTRICTS:		
Building Rental - District Resident	150.00	
Building Rental - Non-District Resident	N/A	
Building Rental Deposit - "Refundable"	150.00	
Building Rental Cleaning Fee	100.00	
SEWER DISTRICTS:		
Sewer System Service Application, including one inspection (where Street Lateral to Curb Line exists)	250.00 500.00	Residential Commercial
Sewer System Connection Additional Inspection - Each Inspection	50.00	
Sewer Sludge Dumping Fee, each 1000 gallons	200.00	
Out of District Application Fee - Residential/Commercial	1,000.00	
WATER DISTRICTS:		
Water System Service Application, including one inspection (where water line curb box exists)	250.00 500.00	Residential Commercial
Water System Connection Additional Inspection - Each Inspection	50.00	
New Water Meter & Installation - 3/4" Meter	325.00	
New Water Meter Purchase	275.00	
All Others	Quote	
Water Meter Repair Due To Customer's Damage	325.00	
Water Meter Test, by written request of consumer	200.00	Payable up front
Water service turned on or off	50.00	
Water sprinkler tap - Annual Fee	200.00	
Final Bill Fee	35.00	
Bulk Water Sales	10 times the normal in district rate	Minimum fee \$300.00
Out of District Application Fee - Residential/Commercial	1,000.00	
Water Bill Adjustment from Estimate to Actual	25.00 after 2nd adjustment	

#4

RESOLUTION DECLARING NOTICE OF INTENT TO SERVE AS SEQRA LEAD AGENCY LONG POND ROAD IMPROVEMENT DISTRICT

WHEREAS, the Town Board of the Town of Carmel, by resolution dated October 22, 2014, did establish the Long Pond Road Improvement District pursuant to Town Law §198; and

WHEREAS, the Town Board of the Town of Carmel authorized capital borrowing in connection with the formation of said Long Pond Road Improvement District in an amount not exceed \$1,450,000.00 in connection with the capital improvements contemplated in connection with said district formation; and

WHEREAS, in accordance with the provisions of 6NYCRR Part 617, the Town Board of the Town of Carmel intends to serve as Lead Agency for the SEQRA Review the bidding and construction of the capital improvements of this Unlisted Action, and in this capacity, will determine if the proposed action will have a significant effect on the environment; and

WHEREAS, it is the intention of the Lead Agency to undertake a coordinated review of this action.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel hereby designates its intention to serve as Lead Agency for the SEQRA Coordinated Review of this action.

BE IT FURTHER RESOLVED, that the Town Clerk Ann Spofford is hereby directed to circulate this Notice of Intent to serve as Lead Agency, along with the Environmental Assessment Form and associated documentation, to all Involved Agencies shall be given thirty (30) days from the mailing of this Notice of Intent to serve as Lead Agency to challenge the Planning Board's designation.

Resolution

Offered by: _____

Seconded by: _____

Roll Call Vote

Jonathan Schneider
John Lupinacci
Suzanne McDonough
Frank Lombardi
Kenneth Schmitt

YES

NO

#5

RESOLUTION ACKNOWLEDGING RETIREMENT AND AUTHORIZING TRANSFER OF ACCOUNT CLERK POSITION TO TOWN OF CARMEL JUSTICE COURT

RESOLVED, that the Town Board of the Town of Carmel hereby accepts the retirement of Ann Petricig, Account Clerk; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the transfer of Francine Schmansky, Account Clerk from the Office of the Receiver of Taxes to The Town of Carmel Justice Court at Level 2 Step 4 Salary or \$43,773.51, effective February 1, 2016.

Resolution

Offered by: _____

Seconded by: _____

Roll Call Vote

YES

NO

Jonathan Schneider

John Lupinacci

Suzanne McDonough

Frank Lombardi

Kenneth Schmitt

#6

RESOLUTION AWARDING BIDS FOR MISCELLANEOUS HIGHWAY DEPARTMENT MATERIALS

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for the solicitation of bids for washed sand, winter mix and guide rail, and

WHEREAS Highway Superintendent Michael Simone has recommended the awarding of the bids as set forth hereafter,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby awards the bids for the foregoing materials to the lowest responsible bidders who met specifications (after adjustment for mileage in the case of FOB plant bids) as follows:

**Galvanized Guide Rail
Corten (Rustic) Guide Rail
Timber Guide Rail
(Furnished & Installed)**

**Chemung Supply Corp.
PO Box 527
Elmira, NY 14902**

**Sand -
(Delivered)**

**Red Wing Properties
P.O. Box 408
Stormville, NY 12582**

Winter Mix -

**Package Pavement Co, Inc.
Stormville, NY 12582**

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	_____	_____

#7

RESOLUTION AUTHORIZING PURCHASE OF EQUIPMENT TOWN OF CARMEL HIGHWAY DEPARTMENT

RESOLVED that the Town Board of the Town of Carmel upon the recommendation of Town of Carmel Highway Superintendent Michael Simone, hereby authorizes the purchase of a 2017 Mack Granite GU712 with Dump Body and Plow Equipment from Beam Mack Sales Service, Inc., East Syracuse NY, NY State Bid # 7823 at a cost not to exceed \$243,073.23, in accordance with the proposal dated 12/1/2015; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is authorized to sign all necessary documents required to effect the purchase on the terms authorized herein; and

BE IT FURTHER RESOLVED, that Town Comptroller MaryAnn Maxwell is hereby authorized to make any necessary budget modifications required to fund the purchase authorized hereunder.

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 IN SUPPORT OF LOCAL TRANSPORTATION FUNDING

WHEREAS a reliable transportation infrastructure is vital for the safety of New York's traveling public and its economy; and

WHEREAS 85% of New York's roads and bridges are maintained by local governments; and

WHEREAS despite well-timed and targeted preventative maintenance treatments the age and condition of many of our locally owned transportation assets means that they are beyond preservation and in need of much more costly rehabilitation a construction; and

WHEREAS estimates by the State Comptroller and independent study show any large portion of road mileage is deteriorating and many bridges in the state are rated structurally deficient functionally obsolete; and

WHEREAS the State Comptroller estimates that there will be \$89 billion in local infrastructure needs over the next 20 years; and

WHEREAS the New York State Association of Town Superintendents of Highways commissioned its own fifteen year analysis that indicates an annual funding gap of \$1.3 billion for the local system; and

WHEREAS funding for a local road system has been for short of what is needed and localities have fallen further and further behind in maintaining the fast and easy transportation infrastructure over this long period with severe consequences for condition ratings; and

WHEREAS the New York State Consolidated Local Street and Highway Program (CHIPS) provides essential funding for municipality in the State and is part of New York State Department of Transportation (NYSDOT) capital program; and

WHEREAS in the early 1990s the Governor and Legislature created the Dedicated Highway and Bridge Trust Fund (DHBTF) to pay for the NYSDOT capital program and Dedicated Mass Transit Trust Funds to assist with the Metropolitan Transportation Authority (MTA) and other transit systems capital programs; and

WHEREAS when DHBTF was created it was agreed that the NYSDOT and MTA five year capital programs would be similar in size and will be negotiated concurrently; and

WHEREAS in through 2005 through 2009 both five year capital programs were similar

in size and adopted within months of each other; and

WHEREAS in 2010 the Executive in legislature broke traditional parity and enacted a five-year capital program for the MTA but not NYSDOT

NOW THEREFORE BE IT RESOLVED that the Town of Carmel hereby calls upon the Governor and the State Legislature to make additional state funding and resources available and levels that accurately reflect the critical needs of local roads and bridges and increase in chips funding for the 2016-2017 state budget and

BE IT FURTHER RESOLVED that the Town of Carmel calls upon the Governor and the members of the legislature to fully fund and submit a new NYSDOT five year transportation capital plan; and

BE IT FURTHER RESOLVED that The Town of Carmel hereby calls upon the Governor and members of the state legislature to recognize the equality of roads bridges in transit by restoring funding equality between the MTA and NYS DOT five year programs and by voting on the plan simultaneously

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 AWARDING BID AND AUTHORIZING PURCHASE OF PAINTING OF REFLECTORIZED PAVEMENT STRIPE SERVICES TOWN OF CARMEL HIGHWAY DEPARTMENT

RESOLVED THAT the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Highway Superintendent Michael Simone, hereby authorizes the awarding of bid and the purchase of Painting of Reflectorized Pavement Strip Services for the period of September 1, 2015 through August 31, 2016 from Atlantic Pavement Marking, Inc, Prospect, CT under Putnam County Bid No. RFB-38-15.

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 ADOPTING ASSESSMENT ROLLS FOR THE THE OPERATION AND MAINTENANCE OF THE IMPROVEMENTS OF THE GARBAGE, SEWER AND WATER DISTRICTS FOR FISCAL YEAR 2016

RESOLVED that the Town Board of the Town of Carmel hereby adopts the assessment rolls for the operation and maintenance of the improvements serving Carmel Sewer Districts #1, #2, #3, #4, #5, #6, #7 and #8 and extensions thereto as well as Carmel Water Districts #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #12, #13, #14 and extensions thereto as well as The Town of Carmel Garbage District of said Town for fiscal year 2016 as originally prepared by Town Assessor Glenn Droese and filed with the Town Clerk as the final assessment rolls for the year 2016.

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 WAIVING THE NOTICE REQUIREMENT IN SECTION 64 OF THE NEW YORK STATE ABC LAW WITH RESPECT TO A LIQUOR LICENSE FOR ANTONINO C. FOOD SERVICE, INC., dba "RISTORANTE SPADAFORA"

WHEREAS, the representatives and/or proprietors of Antonino Food Service, Inc., dba "Ristorante Spadafora," 18 Clark Place, Mahopac, NY, have advised of the intention to apply for an on-premises liquor license for which thirty days advance notice of such application must be sent to the municipality, and

WHEREAS, the notice required by Article 5 of the ABC Law may be waived by the Town Board, and

WHEREAS, the Town of Carmel Town Board does not intend to comment upon the application referred to herein;

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel hereby waives the thirty day notice requirement contained in Article 5 of the Alcoholic and Beverage Control Law, and states that it does not intend to offer any comments regarding said application, for a liquor license at the premises referred to herein; and

BE IT FURTHER RESOLVED that Town Clerk Ann Spofford is hereby authorized to sign a Waiver of Said Notice on behalf of the Town of Carmel.

Resolution

Offered by: _____

Seconded by: _____

Roll Call Vote

YES

NO

Jonathan Schneider

John Lupinacci

Suzanne McDonough

Frank Lombardi

Kenneth Schmitt

#12

RESOLUTION ACCEPTING PROPOSAL FOR INSTALLATION OF FENCING/SCREENING OF DUMPSTERS AT TOWN OF CARMEL TOWN HALL

RESOLVED THAT the Town Board of the Town of Carmel, upon the recommendation of Town Engineer Richard J. Franzetti, P.E. hereby authorizes the acceptance of the proposal of Campanella Fence, Mahopac, NY for the installation of fencing at Town of Carmel Town Hall at a cost not to exceed \$3,145.00 in accordance with the proposal dated October 16, 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	_____	_____

#13

RESOLUTION ACCEPTING PROPOSAL LAKE CASSE PARK DISTRICT MAINTENANCE

RESOLVED THAT the Town Board of the Town of Carmel, as Commissioners of Lake Casse Park District, and upon the recommendation of Town Engineer Richard J. Franzetti, P.E. hereby authorizes acceptance of the proposal of Terrence Kelly, Mahopac, NY for the performance of maintenance services for the Lake Casse Park District for the years 2016-2017 at a cost not to exceed \$13,000.00 annually in accordance with the proposal dated November 30, 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	_____	_____

#14

RESOLUTION ACCEPTING PROPOSAL AND AUTHORIZING PURCHASE AND INSTALLATION OF TROUGH AND SKIMMER EQUIPMENT CARMEL SEWER DISTRICT #4

RESOLVED THAT the Town Board of the Town of Carmel, as Commissioners of Carmel Sewer District #4, and upon the recommendation of Town Engineer Richard J. Franzetti, P.E. hereby authorizes the purchase of scum trough and weirs at the primary clarifier units at the Carmel Sewer District #4 Wastewater Treatment Plant from Jedonna, LLC, Derby, CT at cost not to exceed \$9,147.90 in accordance with the proposal dated 9/16/15; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Carmel, as Commissioners of Carmel Sewer District #4, and upon the recommendation of Town Engineer Richard J. Franzetti hereby authorizes the acceptance of the proposal of Severn Trent Environmental Services, Carmel Sewer District #4 Wastewater Treatment Plant Operator for the installation of scum trough and weirs at the primary clarifier units at a cost not to exceed \$2,900.00 annually; 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: _____

Roll Call Vote

YES

NO

Jonathan Schneider

John Lupinacci

Suzanne McDonough

Frank Lombardi

Kenneth Schmitt

#15

RESOLUTION ACCEPTING PROPOSAL AND AUTHORIZING PURCHASE AND INSTALLATION OF FILTER BAG REPLACEMENT CARMEL WATER DISTRICT #2

RESOLVED THAT the Town Board of the Town of Carmel, as Commissioners of Carmel Water District #2, and upon the recommendation of Town Engineer Richard J. Franzetti, P.E. hereby authorizes the purchase and installation of replacement filter bags for the Carmel Water District #2 Water Treatment Plant by Severn Trent Environmental Services, Carmel Sewer Water District #2 Treatment Plant Operator at cost not to exceed \$15,780.00 in accordance with the proposal dated 12/2/2015.

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	_____	_____

#16

RESOLUTION ACCEPTING PROPOSAL AND AUTHORIZING PURCHASE AND INSTALLATION OF SAND FILTER INFLUENT PUMPS CARMEL SEWER DISTRICT #2

RESOLVED THAT the Town Board of the Town of Carmel, as Commissioners of Carmel Sewer District #2, and upon the recommendation of Town Engineer Richard J. Franzetti, P.E. hereby authorizes the purchase of two (2) sand filter influent pumps for replacement purposes at the Carmel Sewer District #2 Water Treatment Plant from Reiner Pump. Sparta, NJ at cost not to exceed \$20,000 in accordance with the proposal dated June 4, 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	_____	_____

#17

RESOLUTION ACCEPTING PROPOSAL AND AUTHORIZING PURCHASE OF REPLACEMENT GENERATOR CARMEL WATER DISTRICT #4

RESOLVED THAT the Town Board of the Town of Carmel, as Commissioners of Carmel Water District #4, and upon the recommendation of Town Engineer Richard J. Franzetti, P.E. hereby authorizes the purchase of a 100 KW replacement generator for Carmel Water District #4 from Better Power, Inc. Rochester, NY, H.I.R.E. Contract # PC66786 at cost not to exceed \$34,701 in accordance with the proposal dated November 4, 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	_____	_____

RESOLUTION AUTHORIZING SETTLEMENT OF LITIGATION

WHEREAS there is currently pending in the Supreme Court, County of Putnam, State of New York under Index Nos. 964/2015 a certain proceeding/lawsuit entitled "Town of Carmel vs. 606 Route Six, Inc. et al, in regard to acquisition by eminent domain of easement interests for Town of Carmel Contract No. 227, known as "Route 6N Lighting" which involves the installation of thirteen new Hanover lamp posts on the south side of Route 6N in the Hamlet of Mahopac; and

WHEREAS, the easements sought have been tendered to the Town of Carmel in form suitable for recording by all Respondents/Condemnees in the above proceeding;

NOW THEREFORE BE IT RESOLVED that Town Counsel Gregory L. Folchetti and Town Supervisor Kenneth Schmitt are each hereby authorized to sign, on behalf of the Town of Carmel, the settlement agreement and stipulation of discontinuance to be filed with the Putnam County Supreme Court in the referenced action.

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	_____	_____

#19

RESOLUTION AUTHORIZING CHANGE ORDER TOWN OF CARMEL CONTRACT #C233

RESOLVED THAT the Town Board of the Town of Carmel, upon the recommendation of Town Engineer Richard J. Franzetti, P.E. hereby authorizes and approves Change Order #1 for Contract #C233 "Dugouts and Concession Stands at Camarda Park" in form as attached hereto and made a part hereof, resulting in no net change to the overall contract price.

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	_____	_____

CHANGE ORDER

RECEIVED
DEC 11 2015
Town of Carmel
No. 1

DUGOUTS AND CONCESSION STANDS AT CAMARDA PARK
C233
PROJECT

DATE OF ISSUANCE 12/02/2015

EFFECTIVE DATE

OWNER the Town of Carmel
OWNER's Contractor No. C233

CONTRACTOR: United Concrete Products, Inc.
Department

ENGINEER: Town of Carmel Engineering

The parties agree to the following modifications:

The following definitions shall apply to the description below:

Delivery date- The date that dugouts or concession stands are delivered to Camarda Park and set by the contractor.

Acceptance date- The date when the Town of Carmel has completed all inspections needed to ensure a complete functional unit, including but not limited to: leak testing, electrical continuity testing, testing of all plumbing and electrical components.

Start up- The work performed by the contractor to demonstrate to the Town of Carmel that all components of the delivered concession stand function in accordance with the specifications and approved submittals.

The original contract delivery date for both the Concession stand and Dugouts is on or before December 9, 2015. The Delivery date for the Dugout shall remain on or before December 10, 2015. The Town of Carmel shall inspect said dugouts and advise if the dugouts are acceptable. If Acceptable, the Town of Carmel shall issue a Notice of Acceptance for the dugouts. That date shall commence the warranty period for the dugouts.

An extension of time for delivery of the Concession Stand is granted as follows: The Delivery date for the Concession Stand shall be on or before January 21, 2016. The Acceptance date of the Concession stand shall in no event be before the Start up which shall be performed by the contractor on or before March 31, 2016. After demonstration of complete functionality of the Concession stand, if acceptable, the Town of Carmel shall issue a Notice of Acceptance for the Concession stand. That date shall commence the warranty period for the Concession stand.

The Town of Carmel shall retain 5% of the original contract amount for a period of one year from the Acceptance date of the Concession stand. This shall remain a cash retainage. It may not be bonded off. After one year from said date, the contractor may apply for a return of retainage. If an inspection by the Town of Carmel indicates defects undiscovered at the Acceptance date, then all or any portion of the retainage may be kept by the Town of Carmel as full or partial damages. If the units are free of defects then the retainage shall be tendered to the Contractor.

The parties agree that utilization of retainage by the Town of Carmel is NOT a liquidated damage. The Town of Carmel may seek any and all remedies available at law or equity, including exercising any Warranty rights which shall not be deemed invalid by utilization of retainage by the Town of Carmel.

Reason for Change Order: Delay in Production time of Concession Stand unit by Contractor.

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 12/2/15

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 12-2-15

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

#20

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN CSEA, LOCAL 1000, AFSCME, AFL-CIO, TOWN OF CARMEL UNIT, PUTNAM COUNTY, LOCAL 840 AND THE TOWN OF CARMEL IN REGARD TO CONTRACT BEGINNING JANUARY 1, 2013 THROUGH DECEMBER 31, 2017

RESOLVED that the Town Board of the Town of Carmel hereby ratifies and accepts the Memorandum of Agreement dated December 16, 2015 between CSEA, LOCAL 1000, AFSCME, AFL-CIO, TOWN OF CARMEL UNIT, PUTNAM COUNTY, LOCAL 840 AND THE TOWN OF CARMEL for the duration of January 1, 2013 through December 31, 2017, which is attached hereto. The Memorandum of Agreement is subject to the ratification of employees in the bargaining unit represented by the CSEA.

Provided the Memorandum of Agreement is ratified by the CSEA, the Town Board hereby authorizes the Town Supervisor to sign a Collective Bargaining Agreement consistent with the terms of the Memorandum of Agreement.

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	_____	_____