

STONY POINT TOWN BOARD

Agenda

7:00PM

January 10, 2023

Pledge of Allegiance
Roll Call
Supervisors Report
Police Dept Report
Golf Course Report
Purchase Order Request
Audit of Bills
Minutes: December 13, 2022
Departmental Reports
Correspondence
Public Input-Limited to 3 minutes

Continue Public Hearing-Senior and Disabled Exemptions

1. Approve 2023 Town Board Meeting Schedule
2. Approve 2023 Rockland Mobile Care Paramedic Service Contract
3. Resolution Authorizing Supervisor to Sign Intermunicipal Agreement Regarding Criminal Justice Discovery Grant Program
4. Renew Service Agreement with Environmental Construction
5. Authorize Town Clerk to go out to Bid for Patriot Hills Clubhouse East Wing Sheetrock
6. Authorize Town Clerk to go out to Bid for Electrical Work in East Wing of Patriot Hills Clubhouse
7. Set Public Hearing for Tomkins CAMF LLC Zone Change
8. Set Public Hearing for Improvements to Sewer Districts 2 & 3
9. Set Public Hearing for First Responders Exemption
10. Waive Building Permit Fee for Roof Replacement- Stony Point Fire District
11. Authorize Director of Golf to attend PGA Show
12. Approve Electricity Contract for Town Facilities

Executive Session

Continue Public Hearing- Senior and Disabled Exemptions

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All Meetings will be held at the
RHO Building at 5 Clubhouse Lane, Stony Point at 7PM.

2023 Town Board Meeting Schedule

January 10th and 24th

February 14th and 28th

March 14th and 28th

April 11th and 25th

May 9th and 23rd

June 13th and 27th

July 11th

August 8th

September 12th and 26th

October 10th and 24th

November 14th and November 28th

December 12th

***** July, August and December will only have 1 meeting in that month, and they will be the 2nd Tuesday of the month.**

2023

Calendar

January

01

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February

02

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March

03

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April

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May

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June

06

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July

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30	31					

August

08

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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27	28	29	30	31		

September

09

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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October

10

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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November

11

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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December

12

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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**ROCKLAND PARAMEDIC SERVICES, INC.
AGREEMENT-2023**

CONTRACT TERMS AND CONDITIONS

CHAPTER I

GENERAL PROVISIONS AND DEFINITIONS

1) AGREEMENT

Agreement between Rockland Paramedic Services, Inc., with its place of business at 540 Chestnut Ridge Road, Chestnut Ridge, New York 10977, (hereinafter the "Contractor") and Town of Haverstraw, with its place of business at One Rosman Road, Garnerville, New York 10923 and Town of Stony Point, with its place of business at 74 East Main Street, Stony Point, New York 10980. The Contractor shall perform the work and furnish all material in connection therewith; as hereinafter described. The Towns shall pay the contractor in full compensation therefor the sums of money hereinafter mentioned at the times and in the manner and upon the terms and conditions hereinafter set forth.

2) DEFINITIONS

(a) The following words and expressions used in this Contract shall, except where, by the context, it is clear that another meaning is intended, be construed as follows:

(1) The words "Contract" or "Contract Documents" to mean collectively this agreement and the Schedules A, B and C annexed hereto.

(2) The word "contractor" to mean the person, firm or corporation, its successors and assigns, who enters into the contract to perform the work. For convenience the Contractor is hereinafter referred to as if the Contractor were an individual. The word "he" shall, as the sense may require, include "she", "it" and "they"; the word "him" shall include "her", "it" and "them"; and the word "his" shall include "her", "its" and "their".

(3) The word "notices" to mean written notice.

(4) The word "subcontractor" to mean any person, firm or corporation, other than the employees of the Contractor, who contracts to furnish labor, or labor and materials, at the sites of the work or in connection with the work, whether directly or indirectly on behalf of the Contractor and whether or not in privity of contract with the Contractor.

(5) The word "Supervisor(s)" to mean the Supervisors of the Town of Haverstraw and Stony Point, or his duly authorized representative.

(6) The words "Towns" or "Towns of Haverstraw and Stony Point" to mean the Town of Haverstraw and the Town of Stony Point.

(7) The words "Town Boards" to mean the Town Boards of the Towns of Haverstraw and Stony Point.

(8) The words "Town Clerks" to mean the Town Clerks of the Town of Haverstraw and Stony Point.

(9) The word "work" to mean all matters and things herein agreed to be furnished, installed, or done, by or on the part of the Contractor.

(10) As used herein the singular shall mean and include the plural; the masculine gender shall mean the feminine and neuter genders; and vice versa.

(b) The definition of the above terms are general and may be reclassified at any time by the Supervisors and the Town Boards by resolution.

3. NOTICES

The delivery of any notice, direction or communication to the Contractor at the address set forth in the above shall be made by depositing the same, in a postpaid wrapper directed to the aforesaid address, in any post office box regularly maintained by the Post Office Department and shall be deemed to be sufficient service thereof as of the date of such delivery or three (3) days after deposit. The address may be changed at any time by notice in writing. Nothing contained herein shall be deemed to preclude or render inoperative the service of any notice, direction or other communication personally upon the contractor, or if the Contractor be a corporation, upon any officer or director thereof.

4. WORK TO BE DONE

The Contractor shall furnish, at its own expense and without liability to the Towns, all personnel, labor, equipment, vehicles, tools, implements and material necessary and proper to provide Advanced Life Support/Paramedic Service to the Towns of Haverstraw and Stony Point in accordance with the requirements of this Contract and to the satisfaction of the Town Boards.

5. SUBLETTING OR ASSIGNMENT

Contractor may not assign or subcontract this Contract without first obtaining the written permission of the Towns. If the Contractor shall assign or subcontract this Contract without the written consent of the Towns, the Towns have the right to terminate this Contract in accordance with the terms of Chapter VI (1) (a-c) of this Contract. Any approved assignment or subcontract shall be subject to the terms and conditions of this contract or any amendments or modifications hereof.

The parties understand and agree that the relation of the Contractor to the Towns under this agreement shall be that of an Independent Contractor.

CHAPTER II
PROVISIONS RELATING TO TIME

1. CONTRACT TERM

1) This Contract shall be for a term not to exceed one (1) year commencing on January 1, 2023 and ending on December 31, 2023, unless otherwise terminated or extended.

(b) Notwithstanding any other provision of this agreement, if the Town determines that it is in the best interests of the Town to do so, the Town may terminate this agreement on ninety (90) days notice to the Contractor at any time during this agreement

CHAPTER III
PRICE AND PAYMENTS

1) PRICE AND PAYMENT TO INCLUDE

The Towns shall pay, and the Contractor shall accept as full compensation for completing the Service in accordance with this Contract, the sum of ONE MILLION THREE HUNDRED NINETEEN THOUSAND NINETY-EIGHT DOLLARS & 00/100 (\$1,319,098.00) dollars, of which Haverstraw shall pay Eight Hundred Eighty-Three Thousand Seven Hundred Ninety-Six Dollars and 00/100 (\$883,796.00) and Stony Point shall pay Four Hundred Thirty-Five Thousand Three Hundred Two Dollars and 00/100 (\$435,302.00), payable in equal monthly installments on a pro rata basis to the extent the Service has been authorized by the Contract.

2) PAYMENT PROCEDURES – TOWN OF STONY POINT

The Contractor shall not submit billing to the users. All billing shall be performed by Stony Point Ambulance Corps. However, the Contractor shall provide the Town of Stony Point with a full accounting of all service rendered on a monthly basis including the name and address of the user and the date of service.

3) PAYMENT PROCEDURES - TOWN OF HAVERSTRAW

The Contractor shall not submit billing to the users. All billing shall be performed by Haverstraw Ambulance Corps. However, the Contractor shall provide the Town of Haverstraw with a full accounting of all service rendered on a monthly basis including the name and address of the user and the date of service.

4) STATUTE OF LIMITATION ON RIGHT TO SUE THE TOWNS

No action shall lie or be maintained by the contractor against the Towns upon any claim arising out of or based upon this Contract or by reason of any act or omission or requirement of the Towns or its agents, unless such action shall be commenced within one year after the earlier of (1) the expiration date, or (2) any earlier termination of this Contract.

CHAPTER IV

CHANGES TO THE CONTRACT

1) NO ORAL CHANGES

No changes in or modification, termination or discharge of this Contract, in any form whatsoever, shall be valid or enforceable unless they are in writing and signed by the party to be charged therewith or his duly authorized representative; provided however, that any change in or modification, termination or discharge of this Contract expressly provided for in this Contract shall be effective as so provided.

CHAPTER V

CONTRACTOR'S LIABILITY AND INSURANCE

1) RESPONSIBILITY FOR INJURIES TO PERSONS AND PROPERTY

The Contractor shall be solely responsible for (i) all injuries (including death) to persons, including but not limited to, employees of the Contractor and subcontractors and the Towns, and (ii) damage to property, including but not limited to property of the Towns, the Contractor or its subcontractors. The liability hereunder shall be limited to such injuries or damage occurring on account of or in connection with the performance of the work hereunder, whether or not the occurrence giving rise to such injury or damage happens on the Town's property or whether or not sustained by person or property while on the Towns' property, but shall exclude injuries to such persons or damage to such property to the extent caused solely by the negligence of the Towns.

2. INDEMNIFICATION

(a) Contractor, in addition to any public liability insurance obtained under this agreement, agrees to save, indemnify and hold harmless the Towns of Haverstraw and Stony Point and all of their agents, officers, servants and employees, by reason of any claim against all suits or liability regardless of origin or nature arising out of the work to be performed under this Agreement, whether by violation or statute, law, ordinance, regulation, order or decree or common law liability and whether or not a negligent act or omission is claimed and the Contractor agrees to pay the Town for defending such suit, all costs, expenses and reasonable attorney's fees incurred therein, or at the option of the Town, shall, at the Contractor's own expense, defend any and all such actions. PROVIDED, HOWEVER, that this section shall not apply to any suit or liability arising out of, based upon or resulting from an act or omission of the Towns of Haverstraw and Stony Point or any of their agents, officers, servants and employees.

(b) The term "loss and liability", as used herein, shall be deemed to include, but not be limited to, liability for the payment of workers' compensation under the

Workers' Compensation Law of the State of New York, or of judgments under the Federal Employee's Liability Act or similar statutes.

It is hereby mutually covenanted and agreed that the relation of Contractor to the Town under this agreement shall be that of an independent contractor.

3. INSURANCE

(a) At the time of award, the Contractor shall deliver to the Towns policies or other evidence of insurance written by companies approved by the Towns as follows:

<u>TYPE</u>	<u>LIMIT</u>
1) A comprehensive general liability insurance policy in the Contractor's name endorsed to cover liability assumed by the Contractor under the indemnity provisions of this Chapter:	
General Aggregate	\$1,000,000
Products Liability – Comp/Op Aggregate	\$1,000,000
Personal and ADV Inj.	\$1,000,000
Per Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Medical Expenses (any one person)	\$ 5,000
2) Excess Liability	
Each Occurrence	\$4,000,000
Aggregate	\$4,000,000
(3) Automobile and truck liability insurance covering Contractor and Subcontractor; all owned and/or not owned vehicles:	\$1,000,000
Combined Single Limit	\$1,000,000
(4) Malpractice/Professional Liability Insurance:	\$2,000,000
(5) Workmen's Compensation Insurance indemnifying the Town and	

Contractor against personal injury sustained in the performance of the Contract Work.

6) Employee Disability Insurance

(b) Each such policy (I) shall indicate that the insurance company issuing the policy will not cancel, terminate or modify the policy without thirty (30) days' prior written notice to the Towns; and (ii) shall name the Towns as an "Additional Insured". At least two (2) weeks prior to the expiration of the original policy or any renewal thereof, a new policy of such insurance, upon the same terms as the expiring policy, shall be delivered to the Towns. The insurance shall remain in force at all times during the life of this Contract. The Contractor shall name the Town as an additional insured in said policies.

(c) If at any time during the period of this contract insurance as required is not in effect, the Town shall have the options to: (i) obtain insurance providing coverage equal to that required above, the cost of such insurance shall be deducted out of amounts due and owing contractor under this Contract; or (ii) declare Contractor in default.

4. ALL REMEDIES PRESERVED

The remedies available to the Towns in this Chapter are intended to supplement those available to it at law, by statute, or in equity. Nothing in this Chapter shall be construed as a waiver by the Towns of any right or remedy otherwise available to the Towns.

5. SECURITY FOR PERFORMANCE

The Contractor shall post a performance bond with the Town in an amount equal to FIFTY (50) percentum of the contract amount to insure the Contractor's performance and/or to protect the Towns in the event of the Contractor's default.

REMEDIES IN CASE OF CONTRACTOR'S DEFAULT

1) DEFAULT

(a) If the Contractor fails to perform the work in accordance with the Scope of work, or if he performs the work in an unsatisfactory manner, after having been notified of unsatisfactory work from an duly authorized representative of either the Town of Haverstraw or Town of Stony Point, either or both such Town Boards may declare the Contractor in default of this Contract and may proceed either to perform the work required under the Contract at its own expense, charging the cost thereof against the moneys to which the said Contractor would have been entitled for the faithful performance of the said Contract, or it may contract with some other contractor for the performance of this Contract or the work contracted to be done by the Contractor, charging the cost and expense thereof in like manner.

(b) In any event, in addition to the aforesaid, the Contractor shall remain responsible for any and all costs incurred by the Town of Haverstraw and/or Town of Stony Point in having the work which the Contractor failed to do, done and the same shall be recoverable from the moneys withheld by the Towns from the monthly payments.

(c) The Contractor further agrees that in the event of any default in the performance of the work required hereunder, the Contractor shall reimburse the Towns of Haverstraw and Stony Point for all costs, expenses and damages the said Town of Haverstraw and/or the Town of Stony Point may incur in completing the work.

(d) The Town may terminate this agreement upon fifteen (15) days written notice sent by certified mail, return receipt requested, to the Service Provider if said Service Provider violates any provision of this agreement in any manner whatsoever. If said agreement is terminated or not renewed, title to all capital equipment shall automatically revert to the Town.

2. BANKRUPTCY

It is further understood and agreed that should the Contractor be declared insolvent or bankrupt at any time during the performance of the Contract, either by virtue of any State or Federal Laws, that such adjudication shall in no way terminate the liability of the Contractor under this Contract.

If the Contractor is declared insolvent or bankrupt, the Towns may terminate this agreement upon fifteen (15) days written notice sent by certified mail, return receipt requested, to the Contractor if the Contractor violates any provision of this agreement in any manner whatsoever or otherwise in default. If said agreement is terminated or not renewed, title to all capital equipment shall automatically revert to the Town.

3. THE TOWNS MAY AVAIL THEMSELVES OF ALL REMEDIES

The Towns may avail themselves of each and every remedy herein specifically given to them or now or hereafter existing at law or in equity or by statute, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the Towns, and the exercise, or the beginning of the exercise, of one remedy shall not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy.

CHAPTER VII

DISCRIMINATION PROHIBITED

1. The Contractor specifically agrees to the following:

1) It shall be an unlawful discriminatory practice:

1) For an employer, because of the age, race, creed, color or national origin, sexual orientation, military status, sex, disability, domestic violence victim status, or marital status of any individual, to refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

(2) For a labor organization, because of the age, race, creed, color or national origin of any individual, to exclude, or expel from its membership such individual or to discriminate in any way against any of its members or against any employer or any individual employed by an employer.

(3) For any employer or employment agency to print circulate or cause to be printed or circulated any statement, advertisement or publication, or to use any form of application for employment or to make any inquiry in connection with prospective employment, which expresses, directly or indirectly, any limitation specification or discrimination as to age, race, creed, color or national origin, sexual orientation, military status, sex, disability, domestic violence victim status, or marital status or any intent to make any such limitation, specification or discrimination, unless based upon a bona fide occupational qualification.

(4) For any employer, labor organization or employment agency to discharge, expel or otherwise discriminate against any person because he has opposed any practices forbidden under this article or because he has filed a complaint, testified or assisted in any proceeding under this article.

(b) It shall be unlawful discriminatory practice for any employer, labor organization, employment agency or any joint labor management committee-controlling apprentice-training program.

1) To select persons for an apprentice-training program registered with the

State of New York on any basis other than qualifications, as determined by objective criteria, which permit review.

(2) To deny to or withhold from any person because of his race, creed, color or national origin, sexual orientation, military status, sex, disability, domestic violence victim status, or marital status the right to be admitted to or participate in a guidance program, an apprenticeship training program, on-the-job training program, or other occupational training or retraining program.

(3) To discriminate against any person in his pursuit of such programs or to discriminate against such a person in the terms, conditions or privileges of such programs because of race, creed, color or national origin.

(4) To print or circulate or cause to be printed or circulated any statement, advertisement or publication or to use any form of application for such programs or to make any inquiry in connection with such program which expresses, directly or indirectly, any limitation, specification or discrimination as to race, creed, color or national origin, sexual orientation, military status, sex, disability, domestic violence victim status, or marital status or any intent to make any such limitation, specification or discrimination, unless based on a bona fide occupational qualification.

It is hereby agreed by and between the parties hereto that every contractor and sub-contractor engaged in the public work described in this Contract shall post and maintain at each of his establishments, and at all places at which the public work described hereunder is being conducted, the Notice of the New York State Division of Human Rights, indicating the substantive provision of the Law against Discrimination, where complaints may be filed, and other pertinent information. Such notice shall be posted in easily accessible and well-lighted places customarily frequented by employees and applicants for employment.

CHAPTER VIII

MISCELLANEOUS PROVISIONS

1. NEW YORK STATE LABOR LAW

Contractor agrees that he will cause all persons employed upon the Work, including his subcontractors, agents, officers, and employees, to comply with all applicable laws in the jurisdiction in which the Work is performed. He further agrees to comply with the requirements of the State Labor Law. More particularly, if any part of the work falls within the purview of the State Labor Law, the Contractor agrees as to such part of the Work to comply therewith, including Sections 220, 220-a, 220-b, 220-d, 222-a and 223 thereof, as amended and supplemented.

2. CONTRACT DOCUMENTS CONTAIN ALL TERMS

These contract documents contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

3. ALL LEGAL PROVISIONS INCLUDED

It is the intent of the parties that each and every provision of law required to be inserted in this Contract should be and is inserted herein. Every such provision is to be deemed to be inserted herein, and if any such provision is not inserted or is not inserted in correct form, then this contract shall forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

4. SEVERABILITY

If this Contract contains any provision found to be unlawfully, the same shall be deemed to be of no effect and shall, upon the application of either party, be stricken from the Contract without affecting the binding forces of the Contract as it shall remain after omitting such provision.

5. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

(a) This Contract shall be deemed to be executed in the Town of Haverstraw, County of Rockland, and the State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the laws of the State of New York.

(b) The parties agree that any and all claims, controversies or suits asserted by or against the Towns arising out of this Contract or related thereto shall be heard only in the courts of the State of New York ("New York State Courts") located in the County of Rockland, without regard to Choice of Law provisions.

(c) The Contractor shall provide to the Town a complete accounting of all expenses for all operations related to the paramedic service, and this accounting must be submitted on or before March 1st of each year, for the year ending the previous December 31st, for the two year term of the contract. This provision shall survive the termination date of the agreement and shall remain in full force and effect until full compliance by the Service Provider.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their corporate officers and have caused their corporate seals to be affixed hereto.

ROCKLAND PARAMEDIC SERVICES,
INC.

By: _____
Executive Director

(SEAL)

TOWN OF HAVERSTRAW

By: _____
Supervisor

(SEAL)

TOWN OF STONY POINT

By: _____
Supervisor

(SEAL)

STATE OF NEW YORK)
)
COUNTY OF ROCKLAND) ss.:

On day of 20 , before me personally came Timothy P. Egan to me known, who being by me duly sworn, did depose and say, that he resides at , that he is of the corporation described in, and which executed the within agreement; that he knows the seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed pursuant to order of Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK)
)
COUNTY OF ROCKLAND) ss.:

On day of 20 , before me personally came HOWARD T. PHILLIPS, JR. to me known, who being by me duly sworn, did depose and say that his office is located at One Rosman Road, Garnerville, New York; that he is Supervisor of the Town of Haverstraw, the corporation described in, and which executed the foregoing agreement; that he knows the seal of the Town; that the seal affixed to said agreement is such seal; that it was affixed thereto pursuant to a resolution of said Town; and that he signed his name thereto pursuant to said resolution.

Notary Public State of New York

STATE OF NEW YORK)
)
COUNTY OF ROCKLAND) ss.:

On day of 20..., before me personally came JAMES MONAGHAN, to me known, who being by me duly sworn, did depose and say that his office is located at 74 East Main Street, Stony Point, New York; that he is Supervisor of the Town of Stony Point, the corporation described in, and which executed the foregoing agreement; that he knows the seal of the Town; that the seal affixed to said agreement is such seal; that it was affixed thereto pursuant to a resolution of said Town; and that he signed his name thereto pursuant to said resolution.

Notary Public State of New York

SCHEDULE "A"

REGULATIONS

REGULATIONS

The following list of regulations and laws are made part of these specifications by reference:

1. New York State Health Regulations, Title 10, Chapter VI, State Emergency Medical Services Code, Part 800.

2. New York State Public Health Law, Article 30 and Article 30A entitled Emergency Medical Services and Volunteer Ambulance Service, respectively including any updates or amendments.

3. Regional ALS Treatment Protocol and Procedures.

SCHEDULE "B"

BASIC LIFE SUPPORT EQUIPMENT SPECIFICATIONS

EMS EQUIPMENT SPECIFICATIONS

Each ALSFR vehicle provided will contain the minimum New York State equipment as outlined in 10 NYCRR Part 800 of the Rules and Regulations of the state of New York.

Contractor shall update their equipment and/or supplies as standards change as per Hudson Valley Regional Medical Advisory Committee.

ALS FIRST RESPONSE VEHICLE EQUIPMENT

Under the category of Advance Life Support Equipment:

Drug Box

should include: minimum stock per set of equipment

- Medications and fluids as set forth by the Hudson Valley Regional EMS Medical Advisory Committee, according to the latest protocol
- Appropriate delivery devices for the above
- A narcotics storage and restocking policy in accordance with DEA standards

(b) Airway/Respiratory Bag:

Should include: minimum stock per set of equipment

- ET tubes sizes 2.5 – 9.0 with stylets
- Laryngoscope handle with blades MacIntosh 1 – 4 Miller 0 – 4
- Magill forceps; Adult and Pediatric
- Pulse oximeter
- Glucometer
- Interosseous Infusion supplies

(c) Trauma Bag

in addition to Part 800 supplies:

- Trauma tubing and large bore angiocaths
- Set up for needle cricothyotomy

SCHEDULE "C"
SCOPE OF WORK

SCOPE OF WORK

PROVISION OF ADVANCED LIFE SUPPORT/ PARAMEDIC SERVICES TO THE TOWNS OF HAVERSTRAW AND STONY POINT

1. The contractor shall provide to the Towns of Haverstraw and Stony Point (herein after the “Towns”) Paramedic Level Emergency Services.

2. SERVICES PROVIDED

The Contractor will provide Advanced Life Support/Paramedic Emergency Medical Services for and within the Towns. The Contractor will provide Paramedic care at the level determined by the Hudson Valley Medical Advisory Committee. All Paramedic care will be directed by Nyack Hospital and/or Good Samaritan Hospital. The services provided shall be available 24 hours per day, 7 days per week. Contractor shall staff vehicles in the manner required by the State of New York and its appropriate agencies.

It is understood that the contractor will participate in any County organized mutual aid plan for Advance Life Support/Paramedic services, with the approval of the Towns.

All paramedic care will be directed by “Medical Control” at Nyack Hospital and/or Good Samaritan Hospital. Contractor will be compliant with NYS-DOH Article 30 and Par 800 including Quality Assurance activities in cooperation with Nyack Hospital and Good Samaritan Hospital.

3. EQUIPMENT AND STAFFING

The equipment and staffing provided by the Contractor will be that of Paramedic Level Emergency Medical Services providers. All Paramedics assigned by the Contractor will be New York State Certified Paramedics (AEMT-4) and currently approved by the Hudson Valley Medical Advisory Committee to operate within Hudson Valley. Operation and maintenance of all equipment and vehicles will be the sole responsibility of the Contractors.

Contractor shall maintain par levels of equipment to immediately replenish required supplies. Contractor shall update their equipment and/or supplies as standards change as per Hudson Valley Regional Emergency Medical Advisory Committee.

4) RESPONSE TO CALLS

The Contractors will respond promptly to all requests which are dispatched by the Towns' Police Department or Emergency Medical Services Agencies. In the event that multiple calls are received simultaneously, the Contractor will triage the calls and respond to those which it can. If necessary the Contractor will have Paramedic mutual aid agreements in place and may request Paramedic mutual aid from neighboring Towns as may be needed. During multiple calls, medical will triage based on information provided and split as needed.

5) VEHICLES PROVIDED

The Contractor will provide advanced life support first response vehicle. One to be used as a primary vehicle and a second as a backup should the primary vehicle need routine maintenance or repairs. The backup vehicle will be within one half hour of North Rockland.

6. ALSFR VEHICLE EQUIPMENT

Each ALSFR vehicle provided will contain the minimum New York State equipment as outlined in Part 800 of the Rules and Regulations of the State of New York (Schedule A).

In addition, the ALSFR vehicle will contain two full sets of Advanced Life Support Equipment. Each set including, but not limited to:

- (a) Biomedical Voice/Telemetry UHF Radio Communications *
- (b) ElectroCardiogram (EKG) Monitor/Defibrillator/Pacemaker *
FDA approved ElectroCardiogram (EKG) Monitor/Defibrillator/Pacemaker machine capable of performing 12 lead EKGs.
- (c) Drug box *
- (d) Airway/Respiratory Bag *
- (e) Trauma Bag/MAST *

Must comply with standard of care with the Hudson Valley Region/Emergency Medical Advisory committee guidelines.

* itemized equipment content in (Schedule B)

Contractor is responsible for the safekeeping and disposal of all hazardous wastes and sharps created by their employees.

7. STAFFING

The equipment and staffing provided by the Contractor will be that of Paramedic Level Emergency Medical Services Providers. All paramedics assigned by the Contractor will be New York State Certified Paramedics (AEMT-4) and currently approved by the Hudson Valley Medial Advisory Committee to operate within Rockland County. Operation and maintenance of all equipment and vehicles will be the sole responsibility of the Contractors. Driver must have NYS Driver's license. Scheduled shifts should not exceed twelve (12) hours.

The Contractor must supply two (2) fully certified paramedics, twenty-four (24) hours per day, seven days per week.

8. TRANSPORTATION

HAYERSTRAW

The Contractor will provide Advanced Life Support Services. Transportation services will be provided by the Haverstraw Volunteer Ambulance Corps. The Contractor will attempt to operate within the BLS mutual aid plan should Haverstraw Ambulance be unavailable.

STONY POINT

The Contractor will provide Advance Life Support Services. Transportation service will be provided by the Stony Point Volunteer Ambulance Corps. The Contractor will attempt to operate within the BLS mutual aid plan should Stony Point should Stony Point Ambulance be unavailable. Should there be a delay in transportation services, the Contractor will have at the scene a certified ambulance capable of transporting the patient if it is medically indicated and/or in the patient's best interest.

9) MEDICAL AUTHORITY

The Paramedic will maintain charge of all patient care in all situations which require advanced life support or until the Paramedic makes a determination to release the patient to the volunteer ambulance personnel.

10. BLS EMERGENCIES

In the event the Contractor is dispatched to a call which does not require advanced life support, the Contractor will relinquish patient care to the volunteer ambulance personnel and assist the ambulance personnel in preparing the patient for transportation as needed.

11) RETURNING TO SERVICE

The Contractor, after transporting a patient with the Volunteer Ambulance Corp., is required to complete medical documentation at the receiving hospital. Due to the distance from the service area, it is required that the Volunteer Ambulance Corp wait with the Paramedic until the documentation is complete and return the Paramedic to his/her station. The Contractor will make every attempt to make the documentation proceed limited as not to unduly delay the ambulance's return to it's base.

12) RESPONSE TIME

The Contractor will respond promptly to all emergency requests. Since a rapid response is favorable in any emergency, it must be noted that the large geographical area covered by the Paramedics in the Towns of Haverstraw and Stony Point may, in certain cases, prevent a response of less than ten (10) minutes. The Contractor proposes the following criteria based on its current operation in the Towns of Haverstraw and Stony Point:

- A response time less than 10 minutes on 92% of all calls
- A response time less than 8 minutes on 86% of all calls
- A response time less than 6 minutes on 75% of all calls

13) BILLING AND COLLECTION

The respective Town Ambulance Corps will bill and collect according to CMS guidelines. Rockland Paramedic Services, Inc.

14) REPORTS

The Contractor will submit to the Towns the following reports:

- 1) Monthly call report, including but not limited to:
location, date, time, name, address and destination of all patients receiving Advanced Life Support.

15. LAWS AND REGULATIONS

The Contractor will adhere to all applicable local, state, and federal laws and regulations.

16. INSURANCE COVERAGE

The Contractor shall maintain such insurance coverage as set forth in the contract documents which are made a part of this contract and attached hereto as Chapter V.

This proposal contains in its budget, sufficient funds for the Contractor to maintain the policy coverage described above at current rates or with reasonable increases.

Without request, the Contractor will provide proof of insurance premium to the Towns on a yearly basis.

The Contractor will have the Towns named as additional insured on its automotive and Professional malpractice insurance policies. The Contractor will, at its own expense, defend any lawsuit brought against the Contractor and the Towns for acts or omissions alleged to have occurred in performance of this contract.

17. DISCRIMINATION

The Contractor, in carrying out all of its activities and duties will not discriminate against any person based on race, creed, national origin, political affiliation, color, national origin, sexual orientation, military status, sex, disability, domestic violence victim status, or marital status

18. TRANSFER OF AGREEMENT

The Contractor will not assign, transfer, convey, sublet or otherwise dispose of any agreement between the Contractor and Town without previous consent in writing of all parties.

The Contractor will notify the Towns promptly of any actual or proposed change in or transfer of or acquisition by any other company. Upon receipt of such notification the Towns shall unilaterally determine whether to continue the Contract or authorize, by resolution, that a new bid be advertised and this bid and contract be rescinded. In the even said agreement is rescinded by the Towns, the Contractor shall have no recourse, but rather, shall settle all outstanding financial matters with the Towns, including a pro-rata payment by the Towns to the Contractor as of the date the Contract is rescinded and terminated.

19. TRAINING AND CERTIFICATION

Contractor shall participate in Countywide Mass Casualty Incidents Plan and shall follow NIMS United System following command of local agencies.

Contractor shall participate in Countywide Planning/EMS meetings and North Rockland ALS Committee meetings.

Contractor agrees to provide training and continuing education of its employees, including such certification and recertification as may be required by law.

20. SUB-CONTRACTS

Contractor shall not enter into subcontract agreements without the advanced express written permission of the Towns.

21. WAIVER OF BREACH

No waiver of any breach of any condition of the agreement shall be binding unless the same shall be in writing and signed by the party waiving the said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitutes a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

#3

RESOLUTION

A meeting of the Town Board of the Town of Stony Point was convened on **January** _____, **2023**, at **7:00 p.m.**

The following resolution was duly offered and seconded to wit:

RESOLUTION 2023/ _____

RESOLUTION AUTHORIZING SUPERVISOR TO SIGN INTERMUNICIPAL AGREEMENT REGARDING CRIMINAL JUSTICE DISCOVERY GRANT PROGRAM

WHEREAS, the County of Rockland has offered the Town of Stony Point the opportunity to participate in the Criminal Justice Discovery Grant program, which will provide reimbursement for expenses related to criminal justice services; and

WHEREAS, the Town of Stony Point believes that participation in the Criminal Justice Discovery Grant program will benefit the community and support the efforts of the Town's law enforcement agencies; and

WHEREAS, the Town desires to enter into said Intermunicipal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF STONY POINT, as follows:

- Section 1. The above "WHEREAS" clauses are incorporated herein as if set forth in full.
- Section 2. The Town Board hereby authorizes the Town Supervisor to execute an intermunicipal agreement in a final form approved by Town Counsel with the County of Rockland for the Town of Stony Point to participate in the Criminal Justice Discovery Grant program.
- Section 3. The Town Supervisor, and any Town official, employee or consultant as directed by the Town Supervisor is hereby authorized to take any and all actions necessary to carry out the provisions of this Resolution.
- Section 4. This Resolution shall be effective immediately.

INTERMUNICIPAL AGREEMENT

with

TOWN OF STONY POINT

THIS AGREEMENT made the _____ day of _____, 2022, by and between the **COUNTY OF ROCKLAND on behalf of its Office of the District Attorney**, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter referred to as "**COUNTY**," and the **TOWN OF STONY POINT on behalf of its Police Department**, a municipal corporation of the State of New York, having its principal office at 74 East Main Street, Stony Point, New York 10980, hereinafter referred to as "**MUNICIPALITY**," in the following manner:

WITNESSETH:

WHEREAS the **COUNTY** through its Office of the District Attorney and the **MUNICIPALITY** wish to enter this intermunicipal agreement for the Town of Stony Police Department to receive reimbursement from the Criminal Justice Discovery Grant; and

WHEREAS, the Rockland County Charter, Article III, Section 3.02(u) authorizes the County Executive to execute this agreement; and

WHEREAS, Article 5-G of the General Municipal Law authorizes municipal governments to perform together that which each government is authorized to perform individually and requires that any intermunicipal cooperation agreement be approved by each participating municipal corporation by a majority vote of the voting strength of its governing body; and

WHEREAS, the Legislature of Rockland County has provided funds for this agreement in **Resolution No. 58 of 2022** for the professional services of **MUNICIPALITY** for the period hereinafter stated,

NOW THEREFORE, the parties hereto, in consideration of the covenants, agreements, terms and conditions herein contained, do agree as follows:

1. **SERVICES:** The **MUNICIPALITY** shall use such funds from the Criminal Justice Discovery Grant for reimbursement of expenditures supporting implementation of discovery reforms. See Schedule "A" attached hereto.
2. **TERM:** The professional services to be rendered and performed by the **MUNICIPALITY** under this agreement shall be for the period commencing **April 1, 2022** and terminating **March 31, 2023**.

3. PAYMENT: The COUNTY agrees to pay MUNICIPALITY and MUNICIPALITY agrees to accept a sum not to exceed **TWELVE THOUSAND FOUR HUNDRED SEVENTY-SIX AND 70/100 (\$12,476.70) DOLLARS** as reimbursement to the MUNICIPALITY. MUNICIPALITY agrees that the aforesaid **TWELVE THOUSAND FOUR HUNDRED SEVENTY-SIX AND 70/100 (\$12,476.70) DOLLARS** shall be solely and exclusively used for the purpose of reimbursement of discovery grant.

4a. INDEMNIFY AND HOLD HARMLESS: The MUNICIPALITY agrees to defend, indemnify and hold harmless COUNTY and its respective officers, employees and agents from and against all claims, actions and suits and will defend the COUNTY and its respective officers, employees and agents, at its own cost and at no cost to the COUNTY, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of MUNICIPALITY to the fullest extent permitted by law. These indemnification provisions are for the protection of the COUNTY and its respective officers, employees, and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

4b. The COUNTY agrees to defend, indemnify and hold harmless MUNICIPALITY and its respective officers, employees and agents from and against all claims, actions and suits and will defend the MUNICIPALITY and its respective officers, employees and agents, at its own cost and at no cost to the MUNICIPALITY, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of COUNTY. These indemnification provisions are for the protection of the MUNICIPALITY and its respective officers, employees, and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

4c. Under no circumstances shall MUNICIPALITY assume liability or defense costs for the actions of the personnel of the Rockland County District Attorney's Office who are not employed by MUNICIPALITY.

5. LIABILITY ONLY FOR MONIES BUDGETED: This agreement shall be deemed executory to the extent that the monies appropriated in the current budget of COUNTY for the purposes of this agreement and no liability shall be incurred by COUNTY, or any department, beyond the monies budgeted and available for this purpose. The agreement is not a general obligation of the COUNTY. Neither the full faith and credit nor the taxing power of the COUNTY is pledged to the payment of any amount due or to become due under this agreement. It is understood that neither this agreement nor any representation by any COUNTY employee or officer creates any obligation to appropriate or make monies available for the purpose of the agreement. This agreement shall not be effective unless the monies to be paid hereunder by the COUNTY are appropriated in the County budget.

6. RECORD KEEPING AND AUDIT: The MUNICIPALITY shall maintain records of all its financial transactions, including all expenses and disbursements, and all other documentation and

communications which relate to this agreement or the performance of its obligations. Financial records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or COUNTY record-keeping requirements, and each transaction shall be documented. Any such records shall be made available to COUNTY for inspection or audit upon demand. No compensation or fee for services will be due to MUNICIPALITY unless or until any financial statements demanded by the required by the Rockland County Department of Finance have been provided, or such other documents or information required to be produced by the County are provided. This term shall survive the cancellation, termination or expiration of this agreement, or the date of the last payment tendered, whichever occurs latest, by six years.

7. NO ASSIGNMENT: The MUNICIPALITY shall not assign, sublet, or transfer or otherwise dispose of its interest in this agreement without the prior written consent of the COUNTY.

8. LAWS OF THE STATE OF NEW YORK: This agreement shall be governed by the Laws of the State of New York and the venue of any litigation shall be Rockland County.

9. LABOR LAW AND EXECUTIVE LAW: The MUNICIPALITY shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions, if required by law, and with Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices insofar as the provisions are applicable to the work and/or services to be performed under this agreement.

10. LOCAL LAWS AND RESOLUTIONS: The MUNICIPALITY shall comply with all local laws and resolutions of the Legislature of Rockland County, including, but not limited to, filing of Disclosure Statements and Affirmative Action Plans, if required by law or resolution.

11. COMPLY WITH AMERICANS WITH DISABILITIES ACT OF 1990: The MUNICIPALITY agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation, and telecommunications.

12. IRAN DIVESTMENT ACT: CONTRACTOR and its employees, agents, servants, subcontractors and/or assignees agree to comply with the Iran Divestment Act of 2012 (the "Act"), as set forth in N.Y. State Finance Law § 165-a and N.Y. General Municipal Law § 103-g, both effective April 12, 2012, which requires bidders to certify that they do not invest in the Iranian energy sector when they bid on state or local government contracts. As set forth in the Act, a person engages in investment activities in Iran if: (a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran or (b) the person is a financial institution that extends twenty million dollars or more in credit to another person for forty-five days or more for the purposes of providing goods or services in the energy sector in Iran.

13. TERMINATION/AMENDMENT: This agreement may be terminated or amended on at least thirty (30) days written notice by COUNTY.

14. ENTIRE AGREEMENT/NO MODIFICATION: This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements either oral or written. It may not be modified, except by a writing signed by the parties.


15. EXECUTION: This Agreement may be signed in counterparts. Facsimile and electronic signatures are acceptable.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written.

OFFICE OF THE DISTRICT ATTORNEY
(Approved for signature of
County Executive)

TOWN OF STONY POINT

By: _____
THOMAS E. WALSH II
District Attorney

By: 
JAMES MONAGHAN
Supervisor

Dated: _____

Dated: 12/13/22

DEPARTMENT OF LAW
(Approved for signature of
County Executive)

COUNTY OF ROCKLAND

By: _____
JEANNE GILBERG
Principal Assistant County Attorney

By: _____
EDWIN J. DAY
County Executive

Dated: _____

Dated: _____

2022-03889

#4

Renew Service Contract with Environmental Construction

#5

SECTION 092900 - GYPSUM BOARD

PART 1 - SCOPE OF WORK

- 1.1 Labor only to install gypsum wall board throughout project area. All materials will be provided by the Town of Stony Point.
- A. Work will be bid and completed at the prevailing wage rates current in Rockland County.
 - B. Installer will provide proof of Workers Compensation insurance and General Liability.
 - C. Install and finish gypsum wall board in the following areas
 - 1. Walls, ceilings and soffits in renovated areas, unless otherwise noted: 5/8" Type X firecode.
 - 2. Toilet rooms and Janitor's Closet walls and ceilings except as noted: Moisture-resistant gypsum wall board.
 - 3. Dens-Shield backer board to be installed on lower 4' of wet walls in Toilet Rooms and Janitor's Closet.

PART 2 - EXECUTION

2.1 INSTALLATION

- A. Install gypsum board to comply with ASTM C 840.
 - 1. Isolate gypsum board assemblies from abutting structural and masonry work. Provide edge trim and acoustical sealant.
 - 2. Single-Layer Fastening Methods: Fasten gypsum panels to supports with screws.
- B. Fire-Resistance-Rated Assemblies: Comply with requirements of listed assemblies.
- C. Finishing Gypsum Board: ASTM C 840.
 - 1. At concealed areas, unless a higher level of finish is required for fire-resistance-rated assemblies, provide Level 1 finish: Embed tape at joints.
 - 2. At substrates for tile, provide Level 2 finish: Embed tape and apply separate first coat of joint compound to tape, fasteners, and trim flanges.
 - 3. Unless otherwise indicated, provide Level 4 finish: Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges.
 - 4. All exposed areas will be sanded and ready for paint finish.

TOWN OF STONY POINT – PATRIOT HILLS CLUBHOUSE RENOVATIONS

- D. Glass-Mat, Water-Resistant Backing Panels: Finish according to manufacturer's written instructions.

2.2 PROJECT CONDITIONS

- A. Temperature of project area must be maintained between 50-95 degrees Fahrenheit throughout the course of installation to be warrantied. Conditioning of space to be the responsibility of the Town of Stony Point.
- B. Town of Stony Point to provide a project dumpster for waste materials. Dumpster will be placed at a reasonable distance from the project area.
- C. Wallboard installer is responsible for leaving the work areas broom clean at the completion of the work.

END OF SECTION 092900

Furnish and install electrical system in accordance with the following:

- All electrical work shall conform to the latest version of the NFPA 70, National Electric Code (NEC).
- All conductors shall be copper. Conductors, conduit, circuit breakers, and disconnects shall be sized according to the NEC.
- Installation of electrical equipment shall include all required items including but not limited to circuit breakers, wiring, conduit, disconnects, core drilling, and any other items required by code and for a complete and operational electrical system.
- Furnish and install two (2) 480V, 3 phase circuit breakers in the lower-level main distribution panel to feed the AC blower unit and transformer.
- Furnish and install a 75kVA transformer in the upper-level electrical closet. Furnish and install all necessary conduits, wiring, and core drilling from the lower-level main distribution panel to the transformer.
- Furnish and install all necessary wiring, conduits, core drilling, and disconnects for one 480V AC blower unit from the lower-level main distribution panel to the blower unit on the upper level.
- Furnish and install 120/208V, 3 phase, 200 amp, 40 circuit, GE panel or approved equal in the upper-level electrical closet.
- Furnish and install all necessary wiring, conduit, core drilling, and disconnects for two (2) 208V AC condensing units located on concrete pads at the exterior of the building.
- Furnish and install all necessary wiring, conduit, core drilling, and disconnects for one (1) 208V AC blower unit located in the upper-level.
- Furnish and install thirteen (13) circuits for the AC condensers, blower unit, lighting, receptacles, and bathroom fans.
- Furnish and install ten (10) switches.
- Furnish and install two (2) three-way switches.
- Furnish and install twenty-eight (28) receptacles.
- Furnish and install three (3) ground fault interrupter receptacles.
- Install fifty (50) 2' by 2' drop in lights supplied by owner.
- Install sixteen (16) 2' by 2' emergency drop in lights supplied by owner.
- Install three (3) ceiling lights supplied by owner.
- Install five (5) wall lights supplied by owner.
- Furnish and install seven (7) emergency lights as per plan.
- Furnish and install three (3) bathroom fans.
- Rework wiring for six (6) exterior lights and four (4) exterior receptacles to relocate the junction boxes in the ACT ceiling.
- Switches and receptacles shall match existing.
- All materials shall be of commercial grade and shall be submitted to the Town for approval.
- All required inspections shall be to code.
- Contractor to provide temporary electrical system components if materials are not available.
- The Contractor shall submit certified payroll with each payment application for verification of prevailing wage payments to onsite employees.
- The Contractor shall provide all labor, supervision, materials, equipment, tools, utilities, and incidentals necessary to complete the Work as specified.

Town of Stony Point Patriot Hills East Wing Electrical Project
Contract Bid Form

All prices shall include all work required to complete the project as detailed in the plans and specifications, including furnishing and installation unless mentioned otherwise, safety during construction and daily site cleaning with broom along roads. Includes furnishing all labor, materials, equipment, tools and services to complete the work.

Item Description	Unit Mea.	Base Quantity	Unit Cost	Amount in Words	Total Amount
1 Furnish and install two (2) 480V, 3 phase circuit breakers and all wiring, conduit, core drilling, and disconnects to feed the 480V AC blower unit and 75KVA transformer. Include the cost of furnishing and installing the transformer in this line item.	LS	1			
2 Furnish and install 120/208V, 3 phase, 200 amp, 40 circuit GE panel and 13 circuit breakers.	LS	1			
3 Furnish and install wiring, conduit, core drilling, and disconnects for two (2) 208V AC condensing units and one (1) 208V AC blower unit.	LS	1			
4 Furnish and install all specified switches, seven (7) emergency lights, and owner supplied lights including all required wire and conduit.	LS	1			
5 Furnish and install all specified receptacles.	LS	1			
6 Furnish and install three (3) bathroom fans.	LS	1			
7 Rework wiring for exterior lights and receptacles to relocate junction boxes.	LS	1			
				Total	
Page C-3					
Company Name					

#7

**THE LAW OFFICE OF AMY MELE
100 DUTCH HILL ROAD, SUITE 330
ORANGEBURG, NEW YORK 10962
(845) 596-8260
AMY@AMYMELELAW.COM**

TOWN BOARD OF STONY POINT

NARRATIVE SUMMARY

TOMPKINS CAMF LLC
PETITION FOR APPLICATION OF RRBR
FLOATING ZONE TO TAX LOTS 10.02-3-17; 10.04-2-LOTS 2-14 AND 16-
19
TOMPKINS COVE, NEW YORK
NOVEMBER 21, 2022

Tompkins CAMF LLC ("CAMF") is the owner of the above-referenced tax lots (the "Property"). CAMF is requesting that the Town Board apply the River and Rail Brownfield Redevelopment ("RRBR") Floating zone to the Property.

The Applicant

CAMF acquired the 57-acre Property from GenOn Lovett LLC in late 2020. CAMF's ultimate goal is to redevelop the Property to support the fast-growing renewable clean energy industry, which will return the Property, now underutilized, back to gainful reuse thus bringing tax revenue and jobs to Town.

CAMF, which specializes in the renewable energy field, plans to use the site to possibly manufacture, and store, parts such as cable wire and "underwater mattresses" that are used to protect cable wire, and then ship the components on barges down the

Hudson River to support projects in the growing off-shore wind farm industry. Other possible future uses include: 1) Produce stone materials for wind farm scour protection¹; 2) storage and shipment of hydropower parts via barge; 3) establishing a CSX rail hub for shipping and receiving parts and equipment, thus reducing the impact of tractor trailers on local roadways; 4) creating a multi-intermodal terminal for rail and water access of brakebulk (oversized cargo that can't fit in containers); and 5). general fabrication of components utilized in the renewable energy industry. CAMF anticipates that its operations will create a significant number of local jobs. In sum, the proposed uses fit squarely within the purpose of the RRBR zone as set forth in §215-151 of the Stony Point Code.

River and Rail Brownfield Redevelopment Floating Zone Criteria

The Floating Zone is drafted in a manner which anticipates that an applicant will apply for the designation, and, if granted, apply for a "site reuse permit" which will be issued by the Building Inspector and the Town Engineer. As such, Petitioner anticipates that the requirements of §215-154 (Site Reuse Permit) will be addressed at such time as the Petitioner applies for such permit(s). The criteria for authorization to apply the floating zone, and the Petitioner's compliance with said criteria, are:

- A. Minimum Lot Size. The site shall contain at least 10 acres after application of §215-16. ***The combined parcels total approximately 56 acres. Even after applying the criteria of §215-16, deducting for easements, overhead utilities and steep slopes, the Property far exceeds the 10 acre requirement.***
- B. Brownfield. The site shall have been formerly used for intensive industry, mining, or utility purposes, and contain or be perceived to contain the potential for soil and groundwater contaminants. ***See FEAF, attached to the Petition as Exhibit D, "Site Record" – the Property was formerly owned by the Mirant New York Lovett power plant – DEC remediation #344032.***

¹ The wind farm projects contemplated by Petitioner require more than 1,000 tons of scour rock, which is used in wind farm projects to protect against erosion. Petitioner could utilize its existing dock and deep-water channel to ship the mined material to project sites.

- C. Freight Access. Eligible properties shall have freight access to the Hudson River or freight railroad lines. The Town Board shall judge whether based on the testimony of the petitioner, the uses proposed for the property intend to utilize the river or railroad for a significant amount of transported goods or materials (generally a minimum of 35% as measured by material weight or volume). ***The Petitioner is prepared to testify to the proposed transportation of goods at the Town Board and/or Planning Board, as requested.***
- D. Emergency service access. A suitable plan shall be provided for continuous and adequate access by emergency services, including during times when trains are transiting the rail line. ***See attached Emergency Access Plan, attached hereto as Exhibit A.***
- E. Water and sewer resources. Water and sewer resources to the site shall be adequate for firefighting purposes and to support any industrial processes proposed for the site. ***Adequate water and sewer resources currently exist at the Property.***
- F. Other considerations as set forth in §255-155(D):
- a. Description of Proposed Site:
 - i. A description of the types of materials to be stored or utilized on-site, especially any hazardous or controlled materials. ***See Project Initial Use, below, at para. 3. Petitioner does not anticipate storing significant amounts of hazardous materials on site.***
 - ii. A description of any heavy equipment to be utilized on the site including but not limited to cranes, bulldozers, loaders, etc., and a description of the average noise levels associated that will be experienced at the lot line of any sensitive users within 1,000 feet. ***Petitioner anticipates that heavy equipment, such as cranes, bulldozers and loaders will be utilized at the site; however, Petitioner anticipates that the average noise levels that may be experienced by sensitive users will be negligible, especially in light of the former uses on or near the site (i.e., power plant and active quarry). Moreover, as shown on the Map attached to the Petition as Exhibit A, Petitioner has also acquired residential parcels to serve as "buffers" to the***

neighboring community. The buffer parcels are undeveloped and shall remain so for the duration of the Project. See also FEAF D.2(m).

- iii. A description or plan of any new construction proposed on the site at the time of RRBR petition. ***See Project Initial Use, below.***
 - iv. A description or plan of the extent of grading required to prepare the site for reuse. ***[See FEAF Exhibit D. No extensive grading is anticipated at the site at this time.]***
 - v. A description of the permits necessary to utilize the site as proposed as well as the agency responsible for issuing each permit. ***To be provided as site specific operations are identified.***
 - vi. Proof of freight access to the Hudson River and/or rail sidings, or a description of proposed access facilities. Where access facilities are not present, the Town Board may condition the landing of the RRBR upon provision of such facilities within a reasonable timeframe. ***A CSX hub is in progress.***
 - vii. A description of any manufacturing processes proposed for the site, including a description of any noise, odors, liquid discharge or air emission associated with the process. ***To be provided as site specific operations are further identified.***
 - viii. A description or plan of any on-site or off-site infrastructure or utility improvements proposed to support the proposed use, including but not limited to access road, emergency access road, water, sewer, natural gas, and electric. ***Infrastructure and utilities are already in place.***
 - ix. Where more than 25% of goods or materials is proposed to be shipped over local streets, a traffic impact study shall be provided, detailing the impacts on local traffic. ***As set forth above, site specific operations are anticipated to evolve over time. If a traffic study is implicated, Petitioner will provide one.***
- b. A description of the existing site conditions, including sensitive environmental resources, proximity to hospitals, libraries, schools, day-care and parks, and any existing easements or covenants on the site are fully described in the FEAF (Exhibit D) and the accompanying Map (Exhibit A).

The Initial Proposed Use (the "Project")

While the use of the Property is anticipated to evolve over time (as contemplated by the RRBR), at this stage, CAMF is proposing the following uses² at the Property:

1. Offices: An office complex, comprised of modular trailer mounted offices will be installed at the site to allow Project staff to execute duties such as planning, personnel management, procurement, safety and quality management. Petitioner anticipates two or three single offices (12'x60') and a modular "Four Plex" (48'x60'). See exemplary photos attached hereto as **Exhibit 1**.
2. Maintenance: Petitioner plans to build a small maintenance site at Tompkins Cove to conduct preventative maintenance as well as repairs to equipment. The maintenance facility will include a poured concrete slab with Connex boxes surrounding three sides. A domed heavy duty snow load designed roof will cover the entire area. Petitioner also anticipates using a portion of the laydown yard to store equipment while it is not being used for construction of the duct bank. The maintenance facility will also include a self-contained, double wall fuel cell and a fuel truck. The fuel cell will be installed on a concrete pad, and will include an apron for equipment to drive on to be refueled. This apron will be designed to direct rainwater to a containment area so no fuel/oil residue is discharged. The fuel truck will be parked in a containment apron. The photo attached hereto as **Exhibit 2** "Maintenance Facility" is an example of the type of shelter Petitioner plans to construct. Upon conclusion of the Project, the maintenance facility, including concrete, would be removed.
3. Hazardous Materials Storage: Petitioner does not anticipate storing a high volume of hazardous materials; however, Petitioner will store supplies for maintenance activities such as motor oil, hydraulic oil, spare batteries, etc. All of Petitioner's operations will utilize Hazmat Storage Containers as shown in the photo attached as **Exhibit 3**. All used motor oil, filters, and rags will be stored in Hazmat Storage Containers until they may be recycled.

² The uses are all consistent with Section 215 Attachment 17, Use Regulations for RRBR District, Column B.

4. Storage Yard: All material deliveries will be made to a laydown yard, organized neatly, and protected from the weather as necessary. As materials are required to construct the duct bank³, our crews will retrieve the essential material from the laydown yard and install them directly. A majority of delivered materials will be conduit, HDPE Pipe, Precast concrete vaults, and conductor. The majority of storage space will be afforded to the conductors, delivered on large spools which can be mounted on semi-trailers or slightly smaller trailers depending on the length of conductor. Petitioner proposes to use the Elm Avenue roadway for all access to the site. Improvements to the site would include the concrete slabs in the maintenance area, establishment of an electrical supply to our office complex and maintenance site, and if possible – potable water for our craft and staff. All septic will be surface mounted tanks or portable facilities with twice weekly service by a local vendors. Petitioner will also install lighting around the yard to serve as a security deterrent and safety while working in periods of dusk and dawn during the spring and fall seasons.
5. Concrete Mattress Fabrication: Liquid concrete will be poured into molds which are connected with rope. Once the concrete has cured the articulated mattresses will be loaded onto barges for later installation in the river.
6. Plastic HDD Conduit Assembly: Plastic pipe joints will be connected and then transported by barge.
7. Cable Storage: Both long and short term with the use of large cable baskets.
8. Wharf Activity: All necessary stevedoring activities to facilitate water work with transferring of equipment and materials from barges and vessels.
9. Wharf Structure: Assuming required permits can be obtained, Petitioner may seek to renovate and expand the existing wharf structure.
10. Scour Rock Storage: As set forth above, Petitioner may store mined scour rock until ready for shipment by barge.

³ A duct bank is designed to protect and group or consolidate data and electrical cables to and from a building. The cables are laid in pipes or conduits. The conduit are bundled together and protected with either steel or reinforced concrete casings. The duct banks will ultimately be placed underground.

SEQRA and LWRP Consistency

Pursuant to §215-152(E), designation of RRBR floating zone is deemed a Type I action under the State Environmental Quality Review Act (SEQRA). An LWRP consistency determination will also be required. Petitioner understands that the Petition will be referred to the Stony Point Planning Board for further review and recommendation.

Summary

The Petitioner proposes to utilize the site in precisely the manner contemplated by the RRBR floating zone. It is respectfully submitted that all the requirements for the application of the zone to the Property have been clearly met. Petitioner understands that it may be required to submit additional information in connection with future application(s) for site reuse permits, Petitioner submits that the current Petition warrants application of the floating zone to the Property.

Respectfully submitted,

/s/ Amy Mele

Amy Mele, Esq.

#8

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF STONY POINT, ROCKLAND COUNTY, NEW YORK CALLING FOR A PUBLIC HEARING IN ACCORDANCE WITH SECTION 202-b OF THE TOWN LAW WITH RESPECT TO THE ACQUISITION OF EQUIPMENT FOR USE IN THE TOWN'S SEWER DISTRICTS NO. 2 AND NO. 3

WHEREAS, the Town Board (the "Town Board") of the Town of Stony Point (the "Town") is considering authorizing the acquisition of equipment consisting of (i) one Vactor truck, the cost of which shall be shared with the Town, and (ii) camera equipment, all for use in the Town's Sewer Districts No. 2 and No. 3 (collectively, the "Project"), at an estimated maximum cost of \$570,000, and

WHEREAS, the Town Board now intends to conduct a public hearing in accordance with Section 202-b of the Town Law with respect to undertaking the Project at such estimated maximum cost.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board as follows:

Section 1. A public hearing shall be held at a public meeting of the Town Board to be held on January 24, 2023 at 7:00 p.m. at the Town of Stony Point Town Hall, 74 East Main Street, Stony Point, New York 10980, to consider if it is in the public interest to undertake the Project at an estimated maximum cost of \$570,000 and to hear all persons interested in the subject matter thereof.

Section 2. The Town Clerk is hereby directed to cause notice of such public hearing to be published in *The Journal News* and posted on the Town Bulletin Board at 74 East Main Street, Stony Point, New York, 10980 in the manner prescribed by Section 193 of Town Law.

Section 3. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

AYES: NAYS:

- Councilmember Paul Joachim
- Councilmember Todd Rose
- Councilmember Mike Puccio
- Councilmember Keith Williams
- Town Supervisor Jim Monaghan

The resolution was thereupon declared duly adopted by a vote of ____ ayes and ____ nays.

Dated: January 10, 2023

**NOTICE OF PUBLIC HEARING
TOWN OF STONY POINT – IMPROVEMENTS TO
SEWER DISTRICTS NO. 2 AND NO. 3**

PLEASE TAKE NOTICE that the Town Board of the Town of Stony Point, Rockland County, New York, by resolution dated January 10, 2023, ordered that a public hearing be conducted at a meeting of said Town Board to be held on January 24, 2023 at 7:00 p.m. at the Town Hall, 74 East Main Street, Stony Point, New York 10980 to consider whether it is in the public interest to approve the hereinafter described project:

The Town Board is considering the acquisition of equipment consisting of (i) one Vactor truck, the cost of which shall be shared with the Town, and (ii) camera equipment, all for use in the Town's Sewer Districts No. 2 and No. 3, at an estimated maximum cost of \$570,000.

All persons interested in the aforementioned project, and the subject matter thereof, are invited to attend.

Megan Carey, Town Clerk
Dated: January 10, 2023

AFFIDAVIT REGARDING POSTING OF NOTICE

STATE OF NEW YORK)
COUNTY OF ROCKLAND) SS.:

I, Megan Carey, being duly sworn, deposes and says:

I am over the age of 18 years; and, on January ____, 2023, I posted a true and correct copies of the attached Notice of Public Hearing of the Town of Stony Point, Rockland County (the "Town") on the Town's official bulletin board located within the Town Hall and on the Town's website.

TOWN OF STONY POINT

By: _____
Megan Carey, Town Clerk

[SEAL]

#9

**TOWN OF STONY POINT
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Town Board of the Town of Stony Point, Rockland County, New York, on February 14, 2023 at 7:00 pm at the Stony Point Community Center (Rho Building), 5 Clubhouse Lane, Stony Point, NY to consider the adoption of a Local Law to amend Chapter 194 (Taxation) of the Town Code.

Said Local Law will be made available for review in the Town Clerk's Office, 74 East Main St., Stony Point, NY and may be examined by any interested party from 8:30 am to 4:30 pm, Monday through Friday in advance of the meeting after January 10, 2023.

By Order of the Town Board dated January 10, 2023

Megan Carey – Town Clerk

#10

**Board of Fire Commissioners
Stony Point Fire District**

P.O. Box 221
Stony Point, N.Y. 10980
845-786-5870
845-786-5783(Fax)

Commissioners

George B Thamsen, Chairman
Christopher P. Huslinger, Deputy Chairman
Robert H. Sullivan
Frederick C. Hardin
Kevin M. Huslinger

Treasurer

George M. Mulligan

Deputy Treasurer

Kurt M. Mulligan

Secretary

Douglas C. Mann

Attorney

Kornfeld, Rew,
Newman & Simeone

Town of Stony Point
74 East Main Street
Stony Point, New York 10980

December 19, 2022

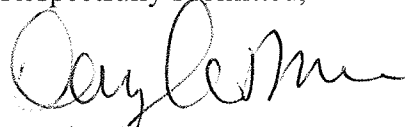
Attention: Megan Carey, Town Clerk

Dear Ms. Carey.

The Board of Fire Commissioners of the Stony Point Fire District are requesting to “waive” the building permit fees for roof replacement on the main fire house located at 25 North Liberty Drive Stony Point, New York

In this regard and on behalf of the Board of Fire Commissioners, I am requesting that the Town Board waive the “building permit fees” being requested for the roof replacement on the main fire house.

Respectfully submitted,



Douglas C. Mann,
Secretary



#11



DAVE FUSCO, PGA

19 Clubhouse Lane, Stony Point, NY 10980

PHONE: (845) 947-7085

FAX: (845) 947-7296

E-mail: dfusco@patriohillsgolfclub.com

January 9, 2023

Supervisor Monaghan and Members of the Town Board,

As I have done many times in the past. I am requesting approval to attend the PGA Merchandise Show in Orlando, Florida from January 24, 2023 through January 27, 2023. The expense for this is covered in the 2023 golf course budget and will not exceed \$1300.

The PGA Merchandise Show plays host to the biggest week of the golf business with 1,100+ interactive exhibits by leading golf companies and brands, more than 41,000 of the most important people in golf and representation from all 50 U.S. states and 74 countries. The PGA Merchandise Show is organized by PGA Worldwide Golf Exhibitions in partnership with The PGA of America, Experts in the Game and Business of Golf. The Show serves as a global platform for PGA Professionals, industry leaders, top manufacturers, and golf organizations to grow the business, participation and interest in golf.

Sincerely,

Dave Fusco

Director of Golf

#12



New York
Disclosure Statement
Contract ID: 6328381

NY DISCLOSURE STATEMENT

Price	Your price is 2.400 cents per kilowatt-hour. This price may change pursuant to the Purchase Price section (or Changes to Purchase Price Section, as applicable) of the CMA and the Purchase Price section of the Transaction Confirmation.
Fixed or Variable and, if variable, how the price is determined	Variable: Total purchase price shall include, but not be limited to, applicable costs and fees for the following components, some of which may change on a monthly basis: commodity, adder, pass-through charges. See your Transaction Confirmation for full details
Length of the agreement and end date	12 Months
Process customer may use to rescind the agreement without penalty	Rescission without penalty not permitted
Amount of Early Termination Fee and method of calculation	Non-defaulting Party has the right to terminate and liquidate all Transactions, calculate a settlement amount by calculating the Close-out Value for each Transaction and aggregate all amounts owing - See the Remedies section of the CMA for more information
Amount of Late Payment Fee and method of calculation	Interest will be assessed on the late balance at the lower of 1.5% per month or the highest amount permitted by applicable law - See the Billing and Payment section of the CMA for more information
Provisions for renewal of the agreement	Automatically renews in successive one-month terms unless affirmatively renewed or terminated by either Party at a market-based price for similar quantities at the Delivery Point
Conditions under which savings to the customer are guaranteed	Savings compared to the Utility rate are not guaranteed



This Commodity Master Agreement ("CMA") among **Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business**, (collectively "Seller"), each a Delaware limited liability company, and Town Of Stony Point ("Buyer" or "Customer") (each a "Party" and collectively, the "Parties") is entered into and effective as of December 09, 2022.

1. Transactions: The terms of this CMA apply to all end-use sales of electric power and/or natural gas as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller to Buyer (each sale a "Transaction") which will be memorialized in a transaction confirmation signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.

2. Performance: Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity.

3. Term: The Delivery Period and any Renewal Term are set forth in the applicable Transaction Confirmation. This CMA shall remain in effect until terminated by either Party pursuant to Section 14 or as otherwise terminated by either Party for convenience upon at least 30 days' prior written notice; provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all outstanding obligations.

4. Purchase Price: Buyer will pay the Purchase Price stated in each Transaction Confirmation, subject to Sections 5 and 10. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price calculated by the Seller.

5. Changes to Purchase Price: In the event there is a change to any tariff, law, order, rule, tax, regulation, transmission rate, or any LDC, EDC or ISO changes to supplier obligations to serve, which increase Seller's costs, the Purchase Price may be adjusted by Seller to include such costs.

6. Billing and Payment: Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts for which Buyer is responsible under this Agreement. Except as otherwise set forth herein, payment is due within 15 days of the date of the invoice. If Seller cannot verify the Actual Quantity at the time an invoice is issued, Seller will estimate the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility adjustment or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of Taxes. Buyer will pay interest on late payments for any amount due under this Agreement at 1.50% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting any amounts owed to Seller and any fee charged to Seller for insufficient funds of Buyer. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of the applicable Commodity.

7. Taxes: The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Taxes for which Buyer is responsible. Buyer must provide Seller with any applicable Tax exemption documentation and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination or expiration of this Agreement.

8. Disputes: If either Party in good faith disputes amounts owed hereunder, the disputing Party will contact the non-disputing Party in writing and pay the undisputed amount by the payment due date. The Parties will have 15 Business Days to negotiate a resolution. If such dispute is not resolved, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it at law or equity. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.

9. Title and Risk of Loss: Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.

10. Material Deviation: Seller may in its sole discretion pass through to Buyer any losses and/or costs incurred by Seller related to a deviation of +/-25% from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in the applicable Transaction Confirmation (which is not caused by weather).

11. Force Majeure: Other than payment obligations, a Party claiming Force Majeure will be excused from its obligations under Section 2 only if it provides prompt notice of the Force Majeure, uses due diligence to remove its cause and resumes performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility to pay for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.

12. Financial Responsibility: Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

13. Default: "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within 3 Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within 2 Business Days of Seller's demand; (iii) any representation or warranty made by a Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true and such breach is not cured within 15 Business Days after written notice; (iv) a secured party has taken possession of all or any substantial portion of its assets or is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation or merger); (v) failure of a Party to fulfill any of its obligations in this Agreement (except as otherwise provided in subsections (i), (ii) (iii) and (iv) hereof) and such failure is not cured within 15 Business Days after written notice; provided that no cure period or demand for cure applies to an early termination of a Transaction Confirmation by Buyer or under Section 15(A)(iii).

14. Remedies: In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) accelerate any amounts owing between the Parties and terminate any Transactions and/or this Agreement between the Parties and/or their affiliates; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not due and whether or not subject to any contingencies, plus costs, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within 3 Business Days of written notice from the non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term. For purposes of determining Close-out Value, Market Price may be established by Seller through information available to Seller internally or through third parties. The Parties agree that Close-out Value constitutes a reasonable approximation of damages and is not a penalty or punitive in any respect. Physical liquidation of a Transaction or entering into a replacement transaction is not required to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

15. Representations, Warranties and Covenants: Each of the following are deemed to be repeated each time a Transaction is entered into and during the Delivery Period and any Renewal Period: **A.** Each Party represents that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (ii) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (iii) there are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being contemplated by it, its parent or guarantor or to its knowledge, threatened against it, its parent or guarantor. **B.** Buyer represents, warrants and covenants that: (i) it is not a residential customer; (ii) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (iii) if it is the person or entity executing this Agreement is doing so in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide Seller true, correct and complete documentation of such agency relationship, and (iv) (a) it has and will provide, to Seller, all information reasonably required to substantiate its usage requirements; (b) acceptance of this Agreement constitutes an authorization for release of such usage information; (c) it will assist Seller in taking all actions necessary to effectuate Transactions, including providing an authorization form permitting Seller to obtain its usage information; and (d) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement. **C.** Each Party acknowledges that: (i) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (ii) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (iii) Seller is not a "utility" or an "energy generation facility" as defined in the Code; (iv) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by Buyer's Utility; (v) Seller does not own or operate transmission and distribution systems through which the Commodity is delivered to Buyer, and Seller is not liable for any damages or Losses associated with such transmission or distribution systems; and (vi) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur. **D.** Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity as delivered will be free from all royalties, liens, encumbrances, and claims. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

16. Confidentiality: Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than Buyer's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings

agencies; provided that if Buyer receives a demand for disclosure pursuant to court order or other proceeding, it will first notify Seller, to the extent practicable, before making the disclosure.

17. Indemnification; Limitation of Liability: **A.** Buyer will be responsible for and shall indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges (collectively, "Losses") which attach after title passes to Buyer. **B.** Seller will be responsible for and indemnify Buyer against any Losses which attach before title passes to Buyer. **C.** NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE.

Other: **(A)** The Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. **(B)** Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. **(C)** No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy **(D)** Any notice or waiver including without limitation any termination or disconnection notice, shall be provided in writing and, if sent to Seller, a copy delivered to: Direct Energy Business, Attn: Customer Services Manager, 1001 Liberty Avenue, Pittsburgh, PA 15222, Phone: (888) 925-9115; Fax: (866) 421-0257; Email: CustomerRelations@directenergy.com. Notice sent by electronic means shall be deemed to have been received by the close of the Business Day on which it was transmitted, or such earlier time as is confirmed by the receiving Party. Notice delivered by overnight courier shall be deemed to have been received on the Business Day after it was sent, or such earlier time as is confirmed by the receiving Party. Notice delivered by first class mail (postage prepaid) shall be deemed to have been received at the end of the third Business Day after the date of mailing. **(E)** No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. **(F)** Seller may pledge, encumber or assign this Agreement or the accounts, revenues and proceeds thereof without Buyer's consent. Buyer may not assign this Agreement without Seller's consent not to be unreasonably withheld. **(G)** This Agreement may be executed in separate counterparts by the Parties, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. **(H)** Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if not defined therein then it shall have the generally accepted meaning customarily attributed to it in the natural gas or electricity generation industries, as applicable. **(I)** Any document generated by the Parties with respect to the Agreement, including the Agreement, may be imaged and stored electronically and may be introduced as evidence in any proceeding as if it were an original business record and shall not be contested by either party as admissible evidence. **(J)** Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, this Agreement will constitute a separate agreement with each such Party, as if each such Party executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. **(K)** If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. **(L)** If a broker or agent has been involved in any Transaction, such broker is an agent of Buyer only and not an agent of Seller.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.

Buyer: Town Of Stony Point

Seller: Direct Energy Business, LLC
Direct Energy Business Marketing,
LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



Direct Energy Business, LLC
 1001 Liberty Avenue Pittsburgh, PA 15222
 1.888.925.9115
www.directenergy.com

Date: December 09, 2022
Product Code: NY CI IP+XEL DA NY
Contract ID: 6328381

CUSTOMER INFORMATION

Customer Name: Town Of Stony Point
Contact Name:
Address: 74 East Main St, Stony Point, NY, 10980
Telephone:
Fax:
Email:

Billing Contact:
3rd Party Bill Pay:
Billing Address:
Telephone:
Fax:
Email:

ELECTRICITY TRANSACTION CONFIRMATION - New York Day Ahead Fixed Adder Classic with Purchasing Options excluding Losses

This Transaction Confirmation confirms the terms of the Electricity Transaction entered into between Direct Energy Business, LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement between Customer and Seller and/or Seller's affiliate Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business dated December 09, 2022, as may be amended (the "CMA"). If the referenced CMA is between Customer and Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business, Customer and Seller agree that this Transaction Confirmation shall be governed by and incorporate the terms of such CMA. All attachments and exhibits hereto, including any request for a Forward Purchase or Purchase Confirmation are made a part of and incorporated into this Transaction Confirmation. The Purchase Price excludes Utility transmission and distribution charges and Taxes that are or may be the responsibility of Customer. Customer's execution and submission of this Transaction Confirmation, including Exhibit A hereto, to Seller shall constitute an offer from Customer to Seller to purchase the Commodity on the terms set forth in the CMA. This Transaction Confirmation shall become effective only upon (i) execution by Customer of this Transaction Confirmation, including Exhibit A, and CMA; and (ii) the earlier of (a) execution of the CMA and this Transaction Confirmation by Seller or (b) written confirmation by Seller of its acceptance of the Transaction Confirmation to Customer.

DELIVERY PERIOD

For each Service Location, the first meter read date will be on or after: January 01, 2023, and will continue for a term of 12 Months. Seller will request the Utility to enroll Customer on the first meter read date in the first month of the Delivery Period as defined by the Utility. The service start date hereunder will be the date that the Utility enrolls Customer for Seller's services. Seller shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the Utility.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then market-based price for similar quantities of Commodity at the Delivery Point, including all Taxes, costs, charges or fees which are set forth herein, unless otherwise agreed to in writing by the Parties.

DELIVERY POINT

The Delivery Point shall be the point(s) where Commodity is delivered to the Utility. The Utility is specified on Exhibit A.

BILL TYPE - DUAL

CONTRACT QUANTITY

Customer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed on the Exhibit A, provided, that for purposes of determining whether a material deviation has occurred, Contract Quantity shall include the applicable deviation in capacity tag values. Contract Quantity shall be determined by reference to the historical monthly usage for such Service Locations.

PURCHASE PRICE

The Purchase Price per kWh to be paid by Buyer for the services provided hereunder during the Delivery Period of this Agreement shall be that set forth on Exhibit A. The Purchase Price includes a Services Fee, as well as the components marked below as "Included". For those components marked "Pass through", they will be passed through to you at cost and shown as a line item on your bill.

NYISO	Value
Energy	Pass Through
Ancillaries	Included
Capacity	Included
CES*	Included
Losses	Pass Through
Applicable Taxes	Pass Through

Any Actual Quantities of Electricity necessary to meet Customer's full usage requirements not covered by a Forward Purchase will be priced at the Day Ahead LMP. Customer understands and agrees that the combination of Forward Purchase(s) and Electricity priced and purchased at Day-Ahead LMP shall equal 100% of Customer's metered kWh usage.

During the Delivery Period of this Transaction, if there is a change to the structure of the CES, whether as a result of additional units being added to the CES program, a new order released or an amendment to the current Order (Case 15-E-0302) issued, the Purchase Price may be adjusted by Seller or a separate line item may be added to your bill to reflect any increase in Seller's costs.

DEFINITIONS

Ancillaries: Wholesale commodity services and products required to facilitate delivery of Commodity to the Utility.

Clean Energy Standard (CES): Proceeding on Motion of the Commission to Implement a Large-Scale Renewable Program and a Clean Energy Standard and the New York PSC Order Adopting a Clean Energy Standard issued and effective on August 1, 2016 as Case 15-E-0302. Below are the basic components that make up the various Tiers that are imposed on all load serving entities in NY.

If CES is noted as 'included' above, then the following CES components are included in the Purchase Price.

- Tier 1, as defined in 'Order Adopting Modification to CES' dated 10/15/2020
- Zero-emission Credits (ZECs)

The following CES components are not known at this time and therefore are not included in the Purchase Price. Once known, they may be passed through to Buyer pursuant to the Changes to Purchase Price section (or Purchase Price section, as applicable) set forth in the CMA.

- Tier 2, as defined in Tier 2 Petition submitted by NYSERDA on 1/27/2020
- Tier 4, future LSE obligation under development
- Offshore Wind Standard, as reflected in Case 18-E-0071 issued and effective 7/12/2018

Day-Ahead Locational Marginal Price (LMP): The hourly integrated market clearing marginal price for Electricity (per MWh(s)) at the location it is delivered or received as defined by the NY ISO, as settled the day preceding the actual delivery of such Electricity.

Exhibit A: The list of Service Locations attached to this Transaction Confirmation, which list specifies the Service Locations covered under the scope of this Transaction Confirmation for PowerPortfolio, Day-Ahead, Real-Time and other index products. For fixed price products, it refers to the pricing attachment to this Transaction Confirmation that sets forth (together with this Transaction Confirmation) the Purchase Price applicable to, and the Service Locations covered by, this Transaction Confirmation.

Exhibit B: The Exhibit that Customer may complete, execute, and submit to Seller to confirm their offer to Seller to make a Forward Purchase.

Load Following Forward Purchase: Converting percentages of Electricity in 1% increments up to a maximum of 100% of Customer's metered kWh usage from the Day-Ahead LMP index to a fixed price.

Load Following Forward Purchase Request: The first document Customer submits to Seller to describe the details of the requested Load Following Forward Purchase.

New York ISO (NY ISO): The New York Independent System Operator.

Purchase Confirmation: The written confirmation sent by Seller to confirm its acceptance of Customer's offer of a Forward Purchase.

Services Fee: The fee for the services provided by Seller to meet the Service Locations' load requirements, including any applicable broker fee, which is included in the Purchase Price to be paid by Buyer.

Transmission: The transportation of energy over high voltage wires from a generator to the Utility.

SPECIAL PROVISIONS

1.. Subject to the Purchase Price section (or the Changes to Purchase Price section, as applicable) and the material deviation section of the CMA, no adjustments will be made to the capacity costs based on changes in Buyer's capacity obligation of the Purchase Price for the Delivery Period of this Transaction Confirmation.

2.. Load Following Forward Purchase: Customer may purchase a percentage of its Electricity requirements, plus losses associated with transmission and delivery service, as a Load Following Forward Purchase. Such losses will be billed as a separate charge but at the same price as Electricity as fixed in accordance with the Load Following Forward Purchase and will be invoiced as either a separate item or included in the total aggregate charge for the Load Following Forward Purchase. Such purchases may not be less than 1% or more than 100% of Customer's total Actual Quantities for a minimum term of one (1) month. To initiate a Load Following Forward Purchase, Customer should fully complete and execute the required information in the attached "Request for Load Following Forward Purchase" and submit to Seller five business days prior to the desired start date. Seller will review and provide additional details and optionality in a form substantially similar to Exhibit B. If Customer finds the terms acceptable, it should execute the form and submit to Seller. All Load Following Forward Purchase orders are binding upon being filled and are made a part of this Transaction Confirmation. Seller will send a Purchase Confirmation to Buyer each time a Load Following Forward Purchase is filled. If more than one Load Following Forward Purchase is in effect for any month of the Delivery Period, Seller shall invoice Customer at the weighted average fixed price of said Load Following Forward Purchases. In all cases, the failure of Seller to send a Purchase Confirmation or the failure of Customer to acknowledge receipt of such shall not invalidate the Forward Purchase as agreed to by the Parties. If there are any inconsistencies between this Transaction Confirmation and any finalized Forward Purchase, such inconsistencies will be resolved in favor of the latter for that applicable purchase.

3.. Email Transactions: The Parties consent to the use of electronic agreements and to conduct Transactions and/or Load Following Forward Purchases via email and/or facsimile. Such electronic correspondence shall be deemed a "writing", by which the Parties intend to be bound, for purposes of satisfying any applicable state and federal legal requirements. The Parties agree that a typed name and title, including the use of an automated email signature block, in such writing(s) is the legal equivalent of such Party's representative's manual signature (an "E-signature"). The Parties agree that no certification of authority or other third-party verification shall be necessary to validate an E-signature and lack of such certification or third-party verification will not in any way affect the enforceability of a Party's E-signature.

4.. PRICE INDEX MOVEMENT: BY EXECUTION OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT THE DAY-AHEAD LMP INDEX IS A CONSTANTLY FLUCTUATING MARKET PRICE AND WILL VARY. CUSTOMER ASSUMES ALL RISKS OF PRICE MOVEMENTS AND AGREES TO PAY FOR THE SERVICES PROVIDED IN ACCORDANCE WITH THIS AGREEMENT.

5.. Change in Utility Account Numbers: The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations attached in the Exhibit A, or any replacement account number issued by the Utility from time to time.

6.. Third Party Charges: Customer acknowledges that any costs assessed by the Utility or any third party as a result of Customer's switch to or from Seller, including but not limited to switching costs, are not included in the Purchase Price and shall be the responsibility of the Customer.

7.. Billing and Payment: The following is hereby added to the Billing and Payment section of the CMA:

"Seller and Buyer agree upon the following condition regarding its non-interval monthly meter accounts, if any: Seller will deaggregate the Buyer's usage, based on Utility and ISO settlement protocols, and Buyer agrees to accept the results of this deaggregation as its hourly billing determinants. Where Buyer has interval meters, Seller will use the interval meter hourly usage for billing only to the extent that the hourly usage is used by the applicable Utility and ISO for settlement purposes with Seller. In the event of an interval meter where the Utility and ISO do not use the hourly usage for settlements, Seller will deaggregate Buyer's usage, based on Utility and ISO settlement protocols, and Buyer agrees to accept the results of this deaggregation as its hourly billing determinants."

8.. Buyer represents, warrants, and covenants that it is not a mass market customer as defined by the New York Department of Public Service Commission, and therefore it has only demand meters, or has at least one demand meter in each utility service territory in which it has metered accounts. Buyer further agrees that if it is such a customer ("mass market" as defined above) or becomes such a customer then such misrepresentation by Buyer is material, is a Default by Buyer, and notwithstanding anything to the contrary herein, this Agreement may be terminated by the Seller without further notice or opportunity for Buyer to cure.

9.. Covered Dwellings: Buyer represents and warrants that none of the premises covered by this Agreement are multiple dwellings or two-family dwellings or are regularly used for residential use ("Covered Dwellings"), and covenants that it shall promptly notify Seller of any change to such status during the Delivery Period of this Agreement.

10.. For inquiries related to your purchase, or for any other questions or complaints against Seller, please contact Seller at the address above. For general inquiries related to the sale and delivery of Electricity, you may contact the New York Public Service Commission, Department of Public Service ESCO hotline at 1-888-697-7728; write the PSC at the Office of Consumer Education & Advocacy, Three Empire State Plaza, Albany, NY 12223, e-mail the PSC at <http://www.dps.state.ny.us> or visit the PSC's website at <http://www.dps.state.ny.us>.

11.. Risk Acknowledgements: By selecting and executing this Transaction Confirmation, Buyer acknowledges that it is acting for its own account, and it has made its own independent decision to enter into this Agreement based solely upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of Seller or its affiliates (or its respective representatives) in any respect, and in particular, not as investment advice or as a recommendation to enter into any Agreement, it being understood that information and explanations related to the terms and conditions

of any Agreement will not be considered investment advice or a recommendation to enter into the Agreement. Buyer understands and agrees that the energy market is a volatile market and that - except as to any agreed prices between the Parties described in this Agreement - no warranties (express or implied) and no guarantees regarding market movement or price trends are made by Seller or its affiliates in connection with this Agreement. No communication (written or oral) received from Seller or its affiliates (or their respective representatives) will be deemed to be an assurance or guarantee as to the expected results of any transaction elected by Buyer under this Agreement.

12. Appropriations: Buyer's payment obligations for services under this Agreement for each fiscal year during the Delivery Period and any Renewal Term of an affected Transaction Confirmation are contingent upon approval by the governing body of Buyer of an operating budget for each such fiscal year which identifies and approves sufficient funds for payment of obligations arising during said fiscal year. Buyer agrees that it will use its best efforts to obtain approval for the budgeting and appropriation of sufficient funding to pay its obligations under this Agreement for each fiscal year of the Delivery Period and any Renewal Term of an affected Transaction Confirmation. If either Party determines, at the end of any fiscal year, that sufficient funds have not been identified, budgeted and appropriated for payment of the obligations coming due for the next fiscal year, the Party shall have the right to terminate the affected Transaction Confirmation(s) at the end of the then current fiscal year by giving thirty (30) days prior written notice of termination. Buyer agrees to use its best efforts each and every year during the Delivery Period and any Renewal Term of an affected Transaction Confirmation, to identify, and to have its governing body budget and appropriate, sufficient funds to pay Buyer's obligations under this Agreement, and to provide Seller with at least thirty (30) days prior written notice of termination under this provision. Termination by Buyer or Seller in accordance with this provision shall constitute a Default by Buyer under this Agreement. Buyer represents and warrants to Seller that it has reviewed its financial position and that it reasonably believes that its obligations under this Agreement for Buyer's current fiscal year are payable out of current revenues or funds on hand at the date of its execution of this Agreement, and that sufficient funds have been budgeted and appropriated by formal action of Buyer's governing body to pay such obligations.

TAX EXEMPTION STATUS - If exempt, must attach certificate

In order to ensure accurate billing, tax status indication is required. Please check the appropriate status below:

- Non-Exempt
- Partial Exemption – NY State Residential property (TP 385 required)
- Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

Buyer:	Town Of Stony Point	Seller:	Direct Energy Business, LLC
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
		Contract ID:	6328381
		Internal ID:	00143525

EXHIBIT A PRICING ATTACHMENT

This Exhibit A is to the Transaction Confirmation dated December 09, 2022 between
DIRECT ENERGY BUSINESS LLC
 and
Town Of Stony Point
 for a term of **12 Months**
Contract ID: 6328381

NY_CI_IP+XEL_DA_NY

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents/KWh)	Annual Historical Usage (kWh)
0018126004	0 ROUTE 210 *TFLT UNMTR, TRAFFIC SIGNAL (0 ROUTE 210 *TFLT UNMTR, TRAFFIC SIGNAL - SL - 0018126004 - ORU - TOWN OF STONY)	ORU	ELX5J	G	0.0 / N/A	01/10/2023	2.400	10,728
0240153002	1 TURKEY HOLLOW RD, E1 (1 TURKEY HOLLOW RD, E1 - SL - 0240153002 - ORU - TOWN OF STONY POINT)	ORU	EL102	G	0.7 / N/A	01/23/2023	2.400	23,200
0351054003	15 Rose St (15 Rose St - SL - 0351054003 - ORU - 74 E Main St - SL - 0903062000 - ORU - Town)	ORU	EL102	G	0.0 / N/A	01/16/2023	2.400	8,605
0465168003	0 BEACH RD *REC PAV, VINCENT CLARK PK (0 BEACH RD *REC PAV, VINCENT CLARK PK - SL - 0465168003 - ORU - TOWN OF STONY PO)	ORU	ELX1D	G	0.0 / N/A	01/23/2023	2.400	42
0903062000	74 E Main St (74 E Main St - SL - 0903062000 - ORU - Town of Stony Point)	ORU	EL102	G	0.0 / N/A	01/23/2023	2.400	896
0939149005	74 E MAIN ST *BLDG REAR (74 E MAIN ST *BLDG REAR - SL - 0939149005 - ORU - TOWN OF STONY POINT)	ORU	EL102	G	1.6 / N/A	01/19/2023	2.400	23,409
1059103008	E MAIN ST REC PAV (Town Of Stony Point)	ORU	EL102	G	0.0 / N/A	01/23/2023	2.400	214
1363006009		ORU	EL102	G	0.0 / N/A	01/19/2023	2.400	5,153

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents/KWh)	Annual Historical Usage (kWh)
	1 Route 9W (1 Route 9W - SL - 1363006009 - ORU - Town of Stony Point)							
2352819000	0 CENTRAL HWY *TFLT (0 CENTRAL HWY *TFLT - SL - 2352819000 - ORU - TOWN OF STONY POINT)	ORU	EL105	G	0.2 / N/A	01/27/2023	2.400	1,728
3022722008	0 North St (0 North St - SL - 3022722008 - ORU - Town of Stony Point)	ORU	EL203	G	52.8 / N/A	01/23/2023	2.400	594,503
3043127003	0 BEACH RD *REC, VINCENT CLARK PK (0 BEACH RD *REC, VINCENT CLARK PK - SL - 3043127003 - ORU - TOWN OF STONY POINT)	ORU	EL102	G	0.0 / N/A	01/23/2023	2.400	746
4051722013	1 Grassy Pt Rd (1 Grassy Pt Rd - SL - 4051722013 - ORU - Town of Stony Point)	ORU	EL102	G	5.4 / N/A	01/23/2023	2.400	9,922
4070628003	0 LOWLAND HILL RD *REC BATH (0 LOWLAND HILL RD *REC BATH - SL - 4070628003 - ORU - TOWN OF STONY POINT)	ORU	EL102	G	2.5 / N/A	01/19/2023	2.400	3,417
4112628005	0 LOWLAND HILL PARK *REC (0 LOWLAND HILL PARK *REC - SL - 4112628005 - ORU - TOWN OF STONY POINT)	ORU	EL902	G	0.1 / N/A	01/19/2023	2.400	652
4555725001	0 TURKEY HOLLOW RD *GAR (0 TURKEY HOLLOW RD *GAR - SL - 4555725001 - ORU - STONY POINT GARAGE)	ORU	EL102	G	0.9 / N/A	01/23/2023	2.400	33,510
4557817002	0 BULSONTOWN RD *REC (0 BULSONTOWN RD *REC - SL - 4557817002 - ORU - TOWN OF STONY POINT)	ORU	EL102	G	25.6 / N/A	01/24/2023	2.400	38,174
4576060005	22 ROSETOWN RD, RADIO	ORU	EL102	G	0.0 / N/A	01/17/2023	2.400	1,200

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents/KWh)	Annual Historical Usage (kWh)
	TOWER (22 ROSETOWN RD, RADIO TOWER - SL - 4576060005 - ORU - TOWN OF STONY POINT)							
4639723009	74 E MAIN ST *APT 15 (74 E MAIN ST *APT 15 - SL - 4639723009 - ORU - STONY POINT SEWER DIST)	ORU	EL120	G	7.2 / N/A	01/23/2023	2.400	60,641
4639725012	0 WILLOW GROVE RD *PUMP (0 WILLOW GROVE RD *PUMP - SL - 4639725012 - ORU - TOWN OF STONY POINT)	ORU	EL102	G	0.6 / N/A	01/23/2023	2.400	1,552
4784628006	74 E MAIN ST (74 E MAIN ST - SL - 4784628006 - ORU - TOWN OF STONY POINT)	ORU	EL102	G	7.6 / N/A	01/19/2023	2.400	31,134
4786725017	0 WILLOW GROVE RD *TFLT 1 (0 WILLOW GROVE RD *TFLT 1 - SL - 4786725017 - ORU - TOWN OF STONY POINT)	ORU	EL105	G	0.9 / N/A	01/25/2023	2.400	7,298
5015094000	0 Willow Grove Rd. (0 Willow Grove Rd. - SL - 5015094000 - ORU - Town of Stony Point)	ORU	EL703	G	78.3 / N/A	01/23/2023	2.400	674,155
6048819009	79 NEW ROUTE 210 (79 NEW ROUTE 210 - SL - 6048819009 - ORU - STONY POINT POLICE)	ORU	EL120	G	31.4 / N/A	01/25/2023	2.400	114,005
6088725013	0 MICHAEL CT (0 MICHAEL CT - SL - 6088725013 - ORU - TOWN OF STONY POINT)	ORU	EL102	G	0.4 / N/A	01/23/2023	2.400	6,875
6300818013	Route 210 (Route 210 - SL - 6300818013 - ORU - Town of Stony Point)	ORU	EL102	G	0.9 / N/A	01/25/2023	2.400	3,630
6609530007	15 ROSE ST (15 ROSE ST - SL - 6609530007 - ORU - TOWN OF STONY POINT)	ORU	EL102	G	0.9 / N/A	01/16/2023	2.400	23,316

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents/KWh)	Annual Historical Usage (kWh)
6804819025	0 OSBORN ST *PUMP STATN (0 OSBORN ST *PUMP STATN - SL - 6804819025 - ORU - TOWN OF STONY POINT)	ORU	ELX1B	G	3.6 / N/A	01/24/2023	2.400	31,842
8610819002	0 ROUTE 9W *OTHR UNMTR (0 ROUTE 9W *OTHR UNMTR - SL - 8610819002 - ORU - TOWN OF STONY POINT)	ORU	EL802	G	0.1 / N/A	01/27/2023	2.400	1,236
9511722007	0 KAY FRIES RD (0 KAY FRIES RD - SL - 9511722007 - ORU - STONY POINT WASTE)	ORU	EL102	G	0.2 / N/A	01/20/2023	2.400	19,700

Total Annual Usage: 1,731,483

*The Estimated Meter Read Start Date is merely an approximation based upon Seller's best estimation as to when the service will begin and may not reflect the actual start date. Seller shall not be liable for any lost savings or lost opportunity relating to this estimation.

Monthly Contract Quantity

KWh	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2023	48,724	148,547	148,168	126,892	128,610	148,732	183,440	139,291	191,595	93,987	115,441	140,756
2024	113,112											

*Usage values in the above table represent the aggregated Usage for all Service Locations for a month. Material Usage Deviation includes for the purposes of this Exhibit A, any deviation caused by net metering or other Buyer initiated energy efficiency measures.

This Exhibit is based on a Weighted Average Price. Any strikeouts of any of the accounts provided with a Weighted Average Price will render pricing for the accounts assigned with a Weighted Average Price null and void.

Term of Months: **12 Months**

Meter Read Start Date: **January, 2023**

Please aggregate my account onto one invoice
(If more than 50 accounts are to be aggregated, accounts will be separated by meter read date)

Accepted and Agreed to:

By: _____

Date: _____



Exhibit "B"

FORWARD PURCHASE ORDER FORM

This Exhibit B is being provided pursuant to and in accordance with the Transaction Confirmation dated () and Commodity Master Agreement dated () between Customer ("Buyer") and Direct Energy ("Seller") (the "Agreement"), and is hereby incorporated into and made part of the Agreement. Buyer's execution and submission of this Exhibit B to Seller shall constitute an offer by Buyer to Seller to purchase Electricity in accordance with the terms set out below. This Exhibit B will become valid upon i) execution by the Buyer and ii) written confirmation of the Seller's acceptance of the terms herein to the Buyer.

1. Transaction details including the Term, Times of Delivery, Quantity and Energy Price are shown below:

Delivery Zone	Term Start	Term End	Time of Day	Energy/Commodity Price (\$/MWh)	Block Size (MW or %)	Quantity (MWH)
---------------	------------	----------	-------------	---------------------------------	----------------------	----------------

2. Special Provision(s), if any:

In no event shall Buyer have any recourse against Seller for any purchase that is transacted under this Forward Purchase Order Form so long as the Commodity Price stated above is achieved.

Following written confirmation by Seller of its acceptance, Seller will make reasonable efforts to send Buyer an executed copy of this Exhibit B. However and in all cases, the failure of Seller to send an Exhibit B or the failure of Buyer to acknowledge receipt of an Exhibit B shall not invalidate the Forward Purchase agreed to by the Parties.

Unless specifically modified herein, all terms and conditions of the Agreement remain the same. Terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

This Exhibit B may be executed in one or more counterparts and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other Party by facsimile, mail, courier or electronic mail, all of which together shall constitute one and the same Agreement.

DIRECT ENERGY BUSINESS, LLC

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

PLEASE E-MAIL to the attention of: EnergyAdvisors@nrg.com

Town Of Stony Point

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