

AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2025, by and between the

TOWN OF Pound Ridge, a municipal corporation of the State of New York, having offices at the Town House, 179 Westchester Avenue, Pound Ridge, New York 10576 (hereinafter referred to as the "Town"),

and

AAA Contracting & Rubbish Removal, Inc. (hereinafter referred to as the "Contractor").

WHEREAS, the Town has received a judicial judgment against _____ Silbersher which authorizes the Town to remove the junk, debris, and related material (the "Debris") unlawfully stored on the real property known as 22 Sherwood Road, Pound Ridge, New York 10576 (the "Site"); and

WHEREAS, the Town, pursuant to applicable New York bidding laws sought bids from licensed hauling contractors to remove and lawfully dispose of the Debris in conformance with all applicable federal, state and local laws (the "Work"); and

WHEREAS, the Contractor was awarded the bid to perform said Work by the Town Board by resolution dated _____, 2025, subject to the execution by and between the Town and Contractor an agreement for said Work in a form acceptable to the Town Board; and

WHEREAS, in conformance with the aforesaid Town Board resolution, this agreement is entered into by and between the parties to perform the Work;

NOW, THEREFORE, the Town of Pound Ridge and the Contractor, by and for the considerations hereinafter set forth, agree as follows:

1. The Contractor shall provide, furnish and perform all of the Work specified in the Bid Documents, including all labor, materials, tools and equipment to satisfactorily complete the Work in accordance with this Agreement and the Contractor's Bid Documents. All Work shall be performed by competent and skilled workers and in accordance with good trade practices and all applicable codes. The Contractor warrants that it is experienced in, is capable of, and is fully familiar with the Work to be performed and the Site. The Contractor's Bid Documents are annexed hereto as Schedule A and incorporated herein by reference.

2. For the performance of all of the Work in accordance with the provisions of this Agreement, the Town will pay the Contractor a sum not to exceed One Hundred Nine Thousand Nine Hundred and Ninety-Nine Dollars (\$109,990.00). Payment will be made by the Town to the Contractor after the completion of all of the Work and the acceptance of the Work by the Town. Payment shall be made after the submission of a properly itemized claim by the Contractor to the Town. All claims submitted by the Contractor for payment shall be subject to audit and approval by the Town.

3. The Contractor shall promptly commence the Work after the full execution of this Agreement, upon the written directions of the Town. All of the Work shall be completed as soon as practicable thereafter, but, in no event, later than as required in the Bid Specifications. The

time for completion of the Work may be extended, in the discretion of the Town, upon the request of the Contractor, for good cause shown, with the grant of any extension by the Town to be in writing. The Contractor shall issue progress reports concerning the performance of the Work, and will meet with representatives of the Town, as the Town may, from time to time, direct. The Contractor shall promptly inform the Town in writing of any cause for delay in the performance of the Contractor's obligations under this Agreement.

4. The Contractor shall prosecute the Work without undue interference with the operations of the Town or the comfort, repose, health, safety and welfare of the inhabitants of the Town. Unless otherwise authorized by the Town in writing, the Contractor's use or operation of construction equipment in performing the Work shall be limited to the hours between 8:00 a.m. in the morning and 6:00 p.m. in the evening. All Work shall be performed during regular business days and hours of operation of the Town, unless otherwise directed by the Town.

5. The Contractor shall be responsible for the proper care and prosecution of the Work and for all materials and articles delivered to the site where the Work will be performed, until completion and final acceptance of the Work by the Town. The Contractor shall exercise proper precautions and safety measures in performing the Work, which precautions and safety measures shall be in accordance with all applicable laws, rules and regulations. The Contractor shall be responsible for the protection of persons and/or property and shall be responsible for all injuries and/or damages to all persons and/or property, either on or off the Site, which may occur in connection with the prosecution of the Work hereunder. The Contractor shall exercise such additional safety measures as the Town may determine to be reasonably necessary, in the Town's discretion. The Contractor shall procure and pay for all permits and licenses necessary for the performance of the Work hereunder.

6. The Contractor shall keep the Site free from unnecessary accumulations of waste materials. Upon the completion of all of the Work, the Contractor shall remove all of its tools, equipment and materials, as well as all rubbish and waste resulting from the Work. Upon the completion of the Work, the site of the Work shall be left "broom clean" or its equivalent, to the reasonable satisfaction of the Town. The Town will not be responsible for the Contractor's tools and equipment, including any loss, theft or damage thereto.

7. The Contractor shall be subject to the provisions of Schedule B, attached hereto and made a part hereof, which Schedule B contains insurance and indemnification requirements.

8. The Contractor shall, at its own expense, comply with all the provisions of all applicable federal, State, County, and municipal laws, rules, regulations and requirements applicable to the Contractor as an employer of labor, the performance of the Work.

9. The Town may terminate this Agreement, in whole or in part, upon ten (10) days notice in writing to the Contractor whenever the Town deems such termination to be in its best interests. In the event of such termination, the Contractor shall be paid and the Town shall be liable only for payment for the Work performed hereunder prior to the effective date of termination.

10. The Contractor shall, at its own expense, properly and lawfully dispose of all the Debris pursuant to all applicable federal, state and local laws and secure and produce copies to the Town of all written certificates from those parties that accept and dispose of said Debris.

11. The Town may terminate this Agreement for cause upon five (5) days notice in

writing in the event of a material breach of this Agreement by the Contractor, which shall include, but not be limited to any of the following: (a) failure by the Contractor to provide properly skilled workers or proper materials or to complete the Work in accordance with the applicable schedule; (b) failure by the Contractor to pay for materials or labor in accordance with applicable agreements or requirements; (c) non-compliance with laws, rules and regulations or directions of the Town applicable to the performance of the Work; (d) failure by the Contractor to maintain any required insurance or bond; (e) failure to defend and indemnify the Town in accordance with this Agreement; or (f) failure by the Contractor to cure any breach of this Agreement not listed above within 20 days after written notice thereof from the Town. Without limiting any other rights or remedies of the Town, in the event of termination for cause and complete the Work by such means and methods as it may deem appropriate.

12. All clauses required by law to be inserted in this Agreement shall be deemed to have been inserted herein. The Contractor shall comply and ensure compliance with the following to the extent they are applicable to the Work hereunder: (a) minimum wages and supplements for laborers, workers and mechanics as provided in Labor Law Article 8; (b) non-discrimination and equal opportunity as provided in Labor Law Section 220-e; (c) prevention of dust hazard as provided in Labor Law Section 222-a; (d) prohibition from participating in certain international boycotts as provided in Labor Law Section 220-f; (e) eight-hour maximum workday and five day maximum workweek, except in an emergency, as provided by Labor Law Section 220.

13. The Contractor represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Contractor to solicit or secure this Agreement, and that it has not paid for or agreed to pay any person (other than payments of fixed salary to a bona fide full-time, salaried employee working solely for the Contractor) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the Town may be entitled, or any civil or criminal penalty to which any violator may be liable, the Town shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

14. No waiver of any breach of this Agreement shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach of this Agreement.

15. All plans and other like records compiled by the Contractor in completing the Work under this Agreement shall become the property of the Town. The Contractor may retain copies of each such plan or record for its own use. If the Work includes any article or equipment for which there is a manufacturer's warranty, the Contractor shall ensure that the Town will receive the benefit thereof by transfer or otherwise.

16. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any right, title or interest therein, or the power to execute this Agreement, without the prior written consent of the Town. The Contractor shall not sub-contract any part of the Work without the prior written consent of the Town. In the event any part of the Work is subcontracted, the Contractor shall remain responsible for its obligations hereunder and for the proper performance of the sub-contracted Work in compliance with this Agreement.

17. The Contractor agrees to make no claim for damages for delay in the performance of

this Agreement occasioned by any act or omission to act of the Town, or any of its boards, officers, employees or representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Work as provided herein.

18. Nothing in this Agreement, express or implied, is intended to confer upon any third party any right or remedy under or by virtue of this Agreement.

19. This Agreement shall constitute the entire Agreement between the parties regarding the subject matter hereof, shall supersede all prior understandings, whether oral or written, and shall not be amended or modified, except by a written document signed by both parties hereto stating the intent to amend or modify this Agreement.

20. This Agreement shall be construed and enforced in accordance with the Laws of the State of New York. Any action or proceeding commenced by the Contractor in relation to this Agreement or the Work hereunder, in which the Town is joined as a party, shall be commenced in the Courts of the State of New York and venue shall be in Westchester County.

All notices hereunder shall be in writing and delivered by overnight mail to the following:

The Town: Kevin Hansan
Supervisor
Town of Pound Ridge
179 Westchester Avenue
Pound Ridge, New York 10576
Email: supervisor@townofpoundridge.com

With a copy to: William P. Harrington, Esq.
Bleakley Platt & Schmidt, LLP
One North Lexington Avenue
White Plains, New York 10601
Email: wparrington@bpslaw.com

Contractor: AAA Contracting and Rubbish Removal, Inc.
3 Greentown Road
Buchanan, New York 10511
Email:

IN WITNESS WHEREOF, the Town and the Contractor have executed this Agreement on the day and year above first written.

TOWN OF POUND RIDGE

By: _____
Kevin Hansan, Supervisor

Date

The CONTRACTOR

By: _____
(Authorized to sign as Contractor)

9/6/25

Date

Town Acknowledgment

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

On the ____ day of _____ in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Kevin Hansan, Supervisor of the Town of Pound Ridge, on behalf of the Town of Pound Ridge, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

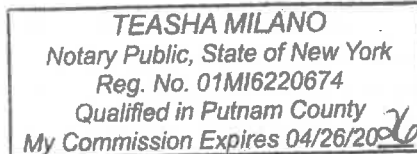
NOTARY PUBLIC

Contractor Acknowledgment

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

On the 16 day of September in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared
Pat Caralemi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument.

Teasha Milano
NOTARY PUBLIC



Schedule B
Insurance and Indemnification

1. Prior to commencing Work, the Contractor shall obtain and maintain, at its own cost and expense, the insurance required under the Bid Documents in the amounts, and of the type, reflected in the Certificates of Insurance submitted in Contractors Bid Documents, which are attached hereto and incorporated hereby by reference. Such insurance shall be secured from insurance companies licensed and admitted in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Town of Pound Ridge ("Town"), subject to the approval of the Town. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Supervisor, Town of Pound Ridge by registered mail, return receipt requested, for all of the following stated insurance policies. Any adjustments in the coverage's set forth below will require the prior written approval of the Town. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, the Contractor shall upon notice to that effect from the Town, promptly obtain a new policy, submit the same to the Town for approval and submit a certificate thereof. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the Town, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning defense and indemnification. All property losses shall be made payable to and adjusted with the Town.

In the event that claims, for which the Town may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Town of Somers.

The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

(a) Policy: Builder's Risk/Installation Floater for 100% of completed value of project or contract amount. The Policy is to be written on an all risk basis and should include off site and transit coverage for the materials to be installed.

(b) Loss Payee Waiver: The Owner is to be named as loss payee on this policy. The Contractor and Subcontractor waive all rights against each other for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the prime contract or other property insurance applicable to Work except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary.

2. The Contractor shall provide proof of the following insurance coverage:

(a) **Workers' Compensation.** Certificate form C-105.2 or State Fund Insurance Company form U-26.3 or accord certificate is required for proof of compliance with the New

York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof compliance with the **New York State Disability Benefits Law**. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes form C-105.2 in duplicate. A copy of form C-105.2 is sent to the Workers' Compensation Board, Information Unit for investigation and report.)

If the employer is self-insured for Worker's Compensation, he should present a certificate from the New York State Worker's Compensation Board evidencing that fact.

(b) **Employer's Liability Insurance** with a minimum limit of \$100,000.

(c) **General Liability Insurance** with a minimum limit of liability per occurrence of \$1,000,000 /\$3,000,000 for bodily injury and property damage. **The General Liability Insurance policy shall name the Town of Pound Ridge as an additional insured.** This insurance shall indicate on the certificate of insurance the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-contractor.
- (iv) Products and Completed Operations.

All contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) **Automobile Liability Insurance** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$1,000,000 per occurrence for property damage or a combined single limit of \$2,000,000. This insurance shall include a bodily injury and property damage the following coverages.

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies and certificates of insurance of the Contractor shall be subject to and shall contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the Town of Pound Ridge (including its employees and their agents and agencies) it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the Town of Somers is named as an insured, shall not apply to the Town of Pound Ridge.

(c) The insurance companies issuing the policy or policies shall have no recourse against the Town of Somers (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

4. The Contractor shall protect, defend, indemnify and hold the Town of Pound Ridge, its boards, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof; without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agreed to bear all other costs and expenses related thereto, even if it (claims, etc.), is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town, or its employees. This paragraph shall survive any termination or completion of performance of this Agreement

August 2, 2025

Honorable Chairman Wing
and Members of the Planning Board
Town of Pound Ridge
179 Westchester Avenue
Pound Ridge, New York 10576

**SUBJECT: SUPPLEMENTAL RF ENGINEERING EVALUATION OF PROPOSED
AT&T MODIFICATIONS TO THE WIRELESS SERVICES FACILITY
AT 29 ADAMS LANE IN POUND RIDGE, NY**

9817-419-5

Honorable Chairman Wing and Members of the Board:

This purpose of this report is to provide the Planning Board with a summary of my review of the supplemental documents received related to the AT&T Application to modify the existing wireless services facility located at 29 Adams Lane in Pound Ridge. The supplemental documents received and reviewed in preparation for this report included:

1. Airosmith FCC Compliance Report (July 24, 2025)
2. KMB Mount Analysis Report (June 19, 2025)

This report will focus on evaluating the completeness of these submittals and consistency between each of these submissions and the Construction Drawings.

A. Airosmith FCC Compliance Report (July 24, 2025)

The FCC Compliance Report was submitted in response to my previous report, dated July 19, 2025. I reviewed the report, and I have a few observations. Specifically:

- The antenna and power level configurations used in the analysis appear to be consistent with the Construction Drawings (May 14, 2025). I cannot comment on the accuracy of the antenna and power level assumptions for the other carriers on the building, but they do seem reasonable based on industry norms.
- The RF exposure limits calculated were well below the FCC guidelines – 6.13% of the maximum exposure limit. It is unclear exactly where that maximum exposure location is (street level or rooftop), but for the purposes of this analysis, either case would be acceptable.

B. KMB Mount Analysis (June 19, 2025)

This document evaluates the structural stability of the antenna mounts to support the new (proposed) antenna and RRH configuration from AT&T. The study utilizes the guidelines of the most current tower standard (ANSI/TIA-222-H), and accurately reflects the proposed configuration as detailed in both the Construction Drawings with the exception of the Raycap DC Surge Arrestors. The model in the analysis (DC9-48-60) is different from the model in the Construction Drawings (DC6-48-60). Looking at the specifications for both of these models, it appears that the weight of each is identical at 16 pounds. Therefore, I don't see a reason to revise the analysis. The results show that the tower loading is only 35.6% of the mounting platform rating, which is acceptable.

**SUPPLEMENTAL RF ENGINEERING EVALUATION OF PROPOSED AT&T
MODIFICATIONS TO THE WIRELESS SERVICES FACILITY AT 29 ADAMS LANE
IN POUND RIDGE, NY**

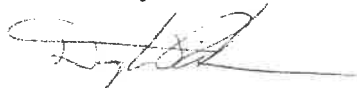
Summary and Recommendations

AT&T's application to modify their existing equipment on the tower at 29 Adams Lane has been reviewed and is now complete with the additional of these supplemental documents.

I find this application to be complete and acceptable from an RF Engineering standpoint.

Please feel free to reach out to me with any questions or comments.

Sincerely,



Douglas Fishman
RF Engineering Consultant
(201) 218-6848

July 19, 2025

Honorable Chairman Wing
and Members of the Planning Board
Town of Pound Ridge
179 Westchester Avenue
Pound Ridge, New York 10576

**SUBJECT: RF ENGINEERING EVALUATION OF PROPOSED AT&T
MODIFICATIONS TO THE WIRELESS SERVICES FACILITY AT 29
ADAMS LANE IN POUND RIDGE, NY**

Honorable Chairman Wing and Members of the Board:

This purpose of this report is to provide the Planning Board with a summary of my review of the documents received related to the AT&T Application to modify the existing wireless services facility located at 29 Adams Lane in Pound Ridge. The documents received and reviewed in preparation for this report included:

1. Airosmith Cover Letter (July 1, 2025)
2. AT&T Letter of Authorization¹ (July 10, 2025)
3. Short Environmental Assessment Form (June 26, 2025)
4. Commercial Site Plan Application (July 1, 2025)
5. KMB Construction Drawings (May 14, 2025)

This report will focus on evaluating the completeness of the application and verifying consistency between each of these submissions.

A. Airosmith Cover Letter (July 1, 2025)

In their cover letter, Airosmith put together their submission package not explicitly based on the requirements detailed in the Town of Pound Ridge Zoning Code, but rather in accordance with FCC 14-153, on Section 6409. This ruling allows for expedited review of application for “non-substantive” changes to an existing wireless telecommunication facility, such as the one at 29 Adams Lane. Based on their submission, they claim that they meet all of the definitions of Section 6409, and therefore the application must be approved within 60 days.

Comparing their submission package with requirements detailed in the Town of Pound Ridge Zoning Code, Section 113-58.1, their submittal package appears to be consistent with these requirements *with the exception of missing an FCC Compliance Assessment and Report to comply with §113-58.1(K)*.

B. Short Environmental Assessment Form (June 26, 2025)

No details pertaining to the proposed site modifications are provided in this document.

¹ Authorizes Airosmith to apply for a building permit on behalf of AT&T.

RF ENGINEERING EVALUATION OF PROPOSED AT&T MODIFICATIONS TO THE WIRELESS SERVICES FACILITY AT 29 ADAMS LANE IN POUND RIDGE, NY

C. Commercial Site Plan Application (Not Dated)

The Commercial Site Plan Application description of work is to “Modification to existing wireless telecommunications facility comprising of equipment, antennas and associated cables.” This appears to be generally consistent with the Construction Drawings provided.

I can't say whether this is the appropriate application to submit to the Planning Board. Prior Applicants utilized a Special Use Permit Application for these kind of changes.

D. KMB Construction Drawings (May 14, 2025)

The submitted site plans show the existing 155 ft AGL (above ground level) tree monopole currently on the property located at 29 Adams Lane. Currently, there are existing AT&T antennas at 111 ft AGL (antenna center line). The proposed site configurations include removing or relocating antennas in each sector and replacing all of the existing Remote Radio Heads (RRHs) in each sector. There will also be changes made to the mounting frame, antenna pipe mounts. Plus several equipment changes in the AT&T equipment compound at the base of the monopole.

Given the significant changes to the loading on the antenna mounting platform, I would like to see an antenna mount analysis was not submitted with this application. One was actually completed by KMB (see Critical Note 2 on C02A). *I would recommend that the mount structural analysis be submitted as part of this application.*

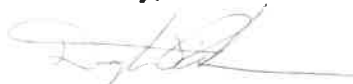
Summary and Recommendations

AT&T's application to modify their existing equipment on the tower at 29 Adams Lane has been reviewed, and the following addition need be submitted before I can sign off on this package:

- Submit an FCC Compliance Assessment and Report to comply with §113-58.1(K) of the Town of Pound Ridge Zoning Code. I do not anticipate an FCC compliance issues, but that that needs to be formally determined.
- Submit the antenna mount structural analysis.

I am ready to continue and complete the review of the application upon receipt of the Applicant's response. Please feel free to reach out to me with any questions or comments.

Sincerely,



Douglas Fishman
RF Engineering Consultant
(201) 218-6848



September 12, 2025

Via UPS 1Z9Y45030226000449

Town of Pound Ridge
179 Westchester Ave
Pound Ridge, NY 10576
Attn: Building Department

**RE: Eligible Facilities Request for a Building Permit for an existing wireless facility at 89 Westchester Ave
American Tower # 373361 / T-Mobile Site # NY09303H**

Dear Mr. Perry:

On behalf of American Tower Corporation ("ATC"), Centerline submits the enclosed application and associated documents, which qualify as an Eligible Facilities Request ("EFR"), seeking the requisite approvals and building permit to modify an existing wireless facility at the above referenced property.¹ The EFR includes work necessary to improve wireless service quality and provide coverage and capacity for the Pound Ridge community.

A Construction Application form, structural analysis and construction drawings, along with a check in the amount of \$630.00, are submitted under Section 6409 of the federal Middle Class Tax Relief and Job Creation Act of 2012 (47 U.S.C.A. §1455 ("Section 6409")), adopted in 2012. Under Section 6409, your city retains discretionary zoning review over the construction of *new* towers, but simple collocations and/or equipment upgrades at existing telecommunications facilities must be approved, **no later than November 11, 2025**. The new law provides that:

"a State or local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station."

As described below, this application must be approved no later than November 11, 2025, that is 60 days from date of submission. (Emphasis added.)

The federal law defines an "eligible facilities request" as "(A) **collocation of new transmission equipment**; (B) **removal of transmission equipment**; or (C) **replacement of transmission equipment**." (Emphasis added.)

The FCC Order clarifies that municipal review of an eligible facilities request is **limited to determining whether the request falls within Section 6409**:

"a State or local government may require the applicant to provide documentation or information only to the extent reasonably related to determining whether the request meets the requirements of this section [Section 6409]. A State or local government may not require an applicant to submit any other documentation, including but not limited to documentation intended to illustrate the need for such

¹ See 47 C.F.R. 1.6100(b)(3).

750 W Center St, Suite 301
West Bridgewater, MA 02379
781-713-4725



wireless facilities or to justify the business decision to modify such wireless facilities.”47 C.F.R. 1.40001(c)(1) (Emphasis added).

The FCC Order also specifies that the term “base station” includes any structure that “supports or houses” communications equipment. Since this structure already supports communications equipment, it is considered a “base station” under Section 6409

ATC’s Application is an Eligible Facilities Request under Section 6409

ATC’s application qualifies as an eligible facilities request under Section 6409 because the proposed installation involves “a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station.”

As shown on the plans prepared by M&H Engineering, PLLC dated 06/06/, ATC’s proposed installation consists principally of the following elements:

- Remove & replace three (3) antennas;
- Remove six (6) RRUs and install three (3) RRUS;
- Remove six (6) TMAs
- Install one (1) cabinet and replace one (1) cabinet at ground level

Accordingly, ATC’s installation involves **the collocation of new transmission equipment that will not increase the dimensions of the equipment compound**. As a result, the installation “does not substantially change the physical dimensions of such tower or base station.” Therefore, these proposed equipment upgrades constitute an “eligible facilities request” under Section 6409, and must be approved.

Timeline for Review and Approval

We would like to highlight an important timing requirement for processing this application. The FCC Order determined that **a municipality must act on an eligible facilities request within sixty (60) days of receiving the application**. 47 C.F.R. 1.40001(c)(2) (Emphasis added). (Note, the sixty (60)-day period is also known as the “Shot Clock”). Thus, the city must approve this application within sixty (60) days of its receipt, **no later than November 11, 2025**. The FCC Order provides that upon a municipality’s failure to act prior to expiration of the Shot Clock, the **“request shall be deemed granted”** and ATC will be legally entitled to proceed with construction. 47 C.F.R. 1.40001(c)(4) (Emphasis added).

Note that the FCC Order does allow the Shot Clock to be tolled if an application is incomplete. However, in order to do so, a municipality must provide written notice that the application is incomplete within thirty (30) days of the submittal. 47 C.F.R. 1.40001(c)(3)(i). The notice must “clearly and specifically” describe the missing

750 W Center St, Suite 301
West Bridgewater, MA 02379
781-713-4725



CENTERLINE

documents or information, 47 C.F.R. 1.40001(c)(3)(i), and, as previously mentioned, such documentation must be necessary to the determination of whether the application qualifies as an eligible facilities request. If the municipality requests additional information after the first thirty (30) days have passed, we will still provide any “reasonably related” information allowed under the FCC Order, but the Shot Clock will not be tolled.

In light of the foregoing, ATC respectfully requests that its proposed equipment upgrades be approved and the building permit issued.

In the meantime, if you have any questions, please feel free to call or email me. Thank you for your cooperation.

Sincerely,

Christine Killion

Christine Salerno-Killion, Program Manager

ckillion@clinellc.com

201-310-1254

750 W Center St, Suite 301
West Bridgewater, MA 02379
781-713-4725



ATC SITE NAME: LIONS AMBULANCE
ATC SITE NUMBER: 373361
T-MOBILE SITE NAME: LIONS AMBULANCE
T-MOBILE SITE NUMBER: NY09303H
SITE ADDRESS: 89 WESTCHESTER AVE
POUND RIDGE, NY 10576-0000



T-MOBILE CAPACITY-L1900 AMENDMENT PLAN
67D998E 10P+1QP CONFIGURATION

[illegible]

PLANS PREPARED BY:



M&H ENGINEERING, PLLC
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

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REV.	DESCRIPTION	BY	DATE
A	PRELIMINARY	MMP	04/14/25
0	100% CONSTRUCTION	LYL	06/06/25

ATC SITE NUMBER:
373361

ATC SITE NAME:
LIONS AMBULANCE

T-MOBILE SITE NAME:
LIONS AMBULANCE

SITE ADDRESS:
89 WESTCHESTER AVE
POUND RIDGE, NY 10576-0000

M&H Engineering, PLLC	18987
-----------------------	-------

SEAL:



T-Mobile

DATE DRAWN:	06/06/25
ATC JOB NO:	15195635
CUSTOMER NAME:	LIONS AMBULANCE
CUSTOMER ID:	NY09303H

TITLE SHEET

SHEET NUMBER:

G-001

REVISION:

0

GENERAL CONSTRUCTION NOTES:

1. OWNER FURNISHED MATERIALS, T-MOBILE "THE COMPANY" WILL PROVIDE AND THE CONTRACTOR WILL INSTALL

A. BTS EQUIPMENT FRAME (PLATFORM) AND ICEBRIDGE SHELTER (GROUND BUILD/CO-LOCATE ONLY)

B. AC/TELCO INTERFACE BOX (PPC)

C. ICE BRIDGE (CABLE TRAY WITH COVER) (GROUND BUILD/CO-LOCATE ONLY, GC TO FURNISH AND INSTALL FOR ROOFTOP INSTALLATION)

D. TOWERS, MONOPOLES

E. TOWER LIGHTING

F. GENERATORS & LIQUID PROPANE TANK

G. ANTENNA STANDARD BRACKETS, FRAMES AND PIPES FOR MOUNTING

H. ANTENNAS (INSTALLED BY OTHERS)

I. TRANSMISSION LINE

J. TRANSMISSION LINE JUMPERS

K. TRANSMISSION LINE CONNECTORS WITH WEATHERPROOFING KITS

L. TRANSMISSION LINE GROUND KITS

M. HANGERS

N. HOISTING GRIPS

O. BTS EQUIPMENT
2. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL OTHER MATERIALS FOR THE COMPLETE INSTALLATION OF THE SITE INCLUDING, BUT NOT LIMITED TO, SUCH MATERIALS AS FENCING, STRUCTURAL STEEL SUPPORTING SUB-FRAME FOR PLATFORM, ROOFING LABOR AND MATERIALS, GROUNDING RINGS, GROUNDING WIRES, COPPER-CLAD OR XIT CHEMICAL GROUND ROD(S), BUSS BARS, TRANSFORMERS AND DISCONNECT SWITCHES WHERE APPLICABLE, TEMPORARY ELECTRICAL POWER, CONDUIT, LANDSCAPING COMPOUND STONE, CRANES, CORE DRILLING, SLEEPERS AND RUBBER MATTING, REBAR, CONCRETE CAISSONS, PADS AND/OR AUGER MOUNTS, MISCELLANEOUS FASTENERS, CABLE TRAYS, NON-STANDARD ANTENNA FRAMES AND ALL OTHER MATERIAL AND LABOR REQUIRED TO COMPLETE THE JOB ACCORDING TO THE DRAWINGS AND SPECIFICATIONS. IT IS THE POSITION OF T-MOBILE TO APPLY FOR PERMITTING AND CONTRACTOR RESPONSIBLE FOR PICKUP AND PAYMENT OF REQUIRED PERMITS.
3. ALL WORK SHALL CONFORM TO ALL CURRENT APPLICABLE FEDERAL, STATE, AND LOCAL CODES, INCLUDING ANSI/EIA/TIA-222, AND COMPLY WITH ATC CONSTRUCTION SPECIFICATIONS.
4. CONTRACTOR SHALL CONTACT LOCAL 811 FOR IDENTIFICATION OF UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED INSPECTIONS.
6. ALL DIMENSIONS TO, OF, AND ON EXISTING BUILDINGS, DRAINAGE STRUCTURES, AND SITE IMPROVEMENTS SHALL BE VERIFIED IN FIELD BY CONTRACTOR WITH ALL DISCREPANCIES REPORTED TO THE ENGINEER.
7. DO NOT CHANGE SIZE OR SPACING OF STRUCTURAL ELEMENTS.
8. DETAILS SHOWN ARE TYPICAL; SIMILAR DETAILS APPLY TO SIMILAR CONDITIONS UNLESS OTHERWISE NOTED.
9. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
10. CONTRACTOR SHALL BRACE STRUCTURES UNTIL ALL STRUCTURAL ELEMENTS NEEDED FOR STABILITY ARE INSTALLED. THESE ELEMENTS ARE AS FOLLOWS: LATERAL BRACING, ANCHOR BOLTS, ETC.
11. CONTRACTOR SHALL DETERMINE EXACT LOCATION OF EXISTING UTILITIES, GROUNDS DRAINS, DRAIN PIPES, VENTS, ETC. BEFORE COMMENCING WORK.
12. INCORRECTLY FABRICATED, DAMAGED, OR OTHERWISE MISFITTING OR NONCONFORMING MATERIALS OR CONDITIONS SHALL BE REPORTED TO THE T-MOBILE REP PRIOR TO REMEDIAL OR CORRECTIVE ACTION. ANY SUCH REMEDIAL ACTION SHALL REQUIRE WRITTEN APPROVAL BY THE T-MOBILE REP PRIOR TO PROCEEDING.
13. EACH CONTRACTOR SHALL COOPERATE WITH THE T-MOBILE REP, AND COORDINATE HIS WORK WITH THE WORK OF OTHERS.
14. CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED BY CONSTRUCTION OF THIS PROJECT TO MATCH EXISTING PRE-CONSTRUCTION CONDITIONS TO THE SATISFACTION OF THE T-MOBILE CONSTRUCTION MANAGER.
15. ALL CABLE/CONDUIT ENTRY/EXIT PORTS SHALL BE WEATHERPROOFED DURING INSTALLATION USING A SILICONE SEALANT.
16. WHERE EXISTING CONDITIONS DO NOT MATCH THOSE SHOWN IN THIS PLAN SET, CONTRACTOR SHALL NOTIFY THE T-MOBILE REP AND ENGINEER OF RECORD IMMEDIATELY.
17. CONTRACTOR SHALL ENSURE ALL SUBCONTRACTORS ARE PROVIDED WITH A COMPLETE AND CURRENT SET OF DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT.
18. CONTRACTOR SHALL REMOVE ALL RUBBISH AND DEBRIS FROM THE SITE AT THE END OF EACH DAY.
19. CONTRACTOR SHALL COORDINATE WORK SCHEDULE WITH AMERICAN TOWER CORPORATION (ATC) AND TAKE PRECAUTIONS TO MINIMIZE IMPACT AND DISRUPTION OF OTHER OCCUPANTS OF THE FACILITY.
20. CONTRACTOR SHALL FURNISH T-MOBILE AND AMERICAN TOWER CORPORATION (ATC) WITH A PDF MARKED UP AS-BUILT SET OF DRAWINGS UPON COMPLETION OF WORK.
21. PRIOR TO SUBMISSION OF BID, CONTRACTOR SHALL COORDINATE WITH T-MOBILE REP TO DETERMINE WHAT, IF ANY, ITEMS WILL BE PROVIDED. ALL ITEMS NOT PROVIDED SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR. CONTRACTOR WILL INSTALL ALL ITEMS PROVIDED.

22. PRIOR TO SUBMISSION OF BID, CONTRACTOR SHALL COORDINATE WITH T-MOBILE REP TO DETERMINE IF ANY PERMITS WILL BE OBTAINED BY CONTRACTOR. ALL REQUIRED PERMITS NOT OBTAINED BY T-MOBILE MUST BE OBTAINED, AND PAID FOR, BY THE CONTRACTOR.
23. CONTRACTOR SHALL INSTALL ALL SITE SIGNAGE IN ACCORDANCE WITH T-MOBILE SPECIFICATIONS AND REQUIREMENTS.
24. CONTRACTOR SHALL SUBMIT ALL SHOP DRAWINGS TO T-MOBILE FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
25. ALL EQUIPMENT SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND LOCATED ACCORDING TO T-MOBILE SPECIFICATIONS, AND AS SHOWN IN THESE PLANS.
26. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
27. CONTRACTOR SHALL NOTIFY T-MOBILE REP A MINIMUM OF 48 HOURS IN ADVANCE OF POURING CONCRETE OR BACKFILLING ANY UNDERGROUND UTILITIES, FOUNDATIONS OR SEALING ANY WALL, FLOOR OR ROOF PENETRATIONS FOR ENGINEERING REVIEW AND APPROVAL.
28. WHEN THE PROJECT SCOPE REQUIRES THE USE OF THE SAFETY CLIMB, THE GENERAL CONTRACTOR SHALL ENSURE THE SAFETY CLIMB IS FREE OF OBSTRUCTIONS, NOT RUBBING ON OR TRAPPED BY ANY INSTALLED CUSTOMER EQUIPMENT, IS VISUALLY TAUT, MEETS MANUFACTURER INSTALLATION SPECIFICATIONS, AND IS FIRMLY SECURED AT ALL CABLE GUIDE LOCATIONS UPON PROJECT COMPLETION.
29. COMPLETION OF PROJECT SHALL NOT OBSTRUCT, TRAP, LOOSEN, OR OTHERWISE CAUSE FAILURE TO MEET MANUFACTURER INSTALLATION REQUIREMENTS FOR THE SAFETY CLIMB.
30. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE SAFETY INCLUDING COMPLIANCE WITH ALL APPLICABLE OSHA STANDARDS AND RECOMMENDATIONS AND SHALL PROVIDE ALL NECESSARY SAFETY DEVICES INCLUDING PPE AND PPM AND CONSTRUCTION DEVICES SUCH AS WELDING AND FIRE PREVENTION, TEMPORARY SHORING, SCAFFOLDING, TRENCH BOXES/SLOPING, BARRIERS, ETC.
31. THE CONTRACTOR SHALL PROTECT AT HIS OWN EXPENSE, ALL EXISTING FACILITIES AND SUCH OF HIS NEW WORK LIABLE TO INJURY DURING THE CONSTRUCTION PERIOD. ANY DAMAGE CAUSED BY NEGLIGENCE ON THE PART OF THIS CONTRACTOR OR HIS REPRESENTATIVES, OR BY THE ELEMENTS DUE TO NEGLIGENCE ON THE PART OF THIS CONTRACTOR OR HIS REPRESENTATIVES, EITHER TO THE EXISTING WORK, OR TO HIS WORK OR THE WORK OF ANY OTHER CONTRACTOR, SHALL BE REPAIRED AT HIS EXPENSE TO THE OWNER'S SATISFACTION.
32. ALL WORK SHALL BE INSTALLED IN A FIRST CLASS, NEAT AND WORKMANLIKE MANNER BY MECHANICS SKILLED IN THE TRADE INVOLVED. THE QUALITY OF WORKMANSHIP SHALL BE SUBJECT TO THE APPROVAL OF THE T-MOBILE REP. ANY WORK FOUND BY THE T-MOBILE REP TO BE OF INFERIOR QUALITY AND/OR WORKMANSHIP SHALL BE REPLACED AND/OR REWORKED AT CONTRACTOR EXPENSE UNTIL APPROVAL IS OBTAINED.
33. IN ORDER TO ESTABLISH STANDARDS OF QUALITY AND PERFORMANCE, ALL TYPES OF MATERIALS LISTED HEREINAFTER BY MANUFACTURER'S NAMES AND/OR MANUFACTURER'S CATALOG NUMBER SHALL BE PROVIDED BY THESE MANUFACTURERS AS SPECIFIED.
34. T-MOBILE FURNISHED EQUIPMENT SHALL BE PICKED-UP AT THE T-MOBILE WAREHOUSE, NO LATER THAN 48HR AFTER BEING NOTIFIED INSURED, STORED, UNCRATE, PROTECTED AND INSTALLED BY THE CONTRACTOR WITH ALL APPURTENANCES REQUIRED TO PLACE THE EQUIPMENT IN OPERATION, READY FOR USE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EQUIPMENT AFTER PICKING IT UP.
35. T-MOBILE OR HIS ARCHITECT/ENGINEER RESERVES THE RIGHT TO REJECT ANY EQUIPMENT OR MATERIALS WHICH, IN HIS OWN OPINION ARE NOT IN COMPLIANCE WITH THE CONTRACT DOCUMENTS, EITHER BEFORE OR AFTER INSTALLATION AND THE EQUIPMENT SHALL BE REPLACED WITH EQUIPMENT CONFORMING TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS BY THE CONTRACTOR AT NO COST TO T-MOBILE OR THEIR ARCHITECT/ENGINEER.
- SPECIAL CONSTRUCTION

ANTENNA INSTALLATION NOTES:

1. WORK INCLUDED:

A. ANTENNA AND COAXIAL/HYBRID CABLES ARE FURNISHED BY T-MOBILE UNDER A SEPARATE CONTRACT. THE CONTRACTOR SHALL ASSIST ANTENNA INSTALLATION CONTRACTOR IN TERMS OF COORDINATION AND SITE ACCESS. ERECTION SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF PERSONNEL.

B. INSTALL ANTENNAS AS INDICATED ON DRAWINGS AND T-MOBILE SPECIFICATIONS.

C. INSTALL GALVANIZED STEEL ANTENNA MOUNTS AS INDICATED ON DRAWINGS.

D. INSTALL FURNISHED GALVANIZED STEEL OR ALUMINUM WAVEGUIDE.

E. INSTALL COAXIAL/HYBRID CABLES AND TERMINATING BETWEEN ANTENNAS AND EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. WEATHERPROOF ALL CONNECTIONS BETWEEN THE ANTENNA AND EQUIPMENT PER MANUFACTURER'S REQUIREMENTS. TERMINATE ALL COAXIAL/HYBRID CABLE THREE (3) FEET IN EXCESS OF ENTRY PORT LOCATION UNLESS OTHERWISE STATED.

2. ANTENNA AND COAXIAL/HYBRID CABLE GROUNDING:

A. ALL EXTERIOR #6 GREEN GROUND WIRE "DAISY CHAIN" CONNECTIONS ARE TO BE WEATHER SEALED WITH RFS CONNECTORS/SPlice WEATHERPROOFING KIT #221213 OR EQUAL.

B. ALL COAXIAL/HYBRID CABLE GROUNDING KITS ARE TO BE INSTALLED ON STRAIGHT RUNS OF COAXIAL/HYBRID CABLE (NOT WITHIN BENDS)

ALL DISCREPANCIES FROM WHAT IS SHOWN ON THESE CONSTRUCTION DRAWINGS SHALL BE COMMUNICATED TO ATC ENGINEERING IMMEDIATELY FOR CORRECTION OR RE-DESIGN. FAILURE TO COMMUNICATE DIRECTLY WITH ATC ENGINEERING OR ANY CHANGES FROM THE DESIGN CONDUCTED WITHOUT PRIOR APPROVAL FROM ATC ENGINEERING SHALL BE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR.



PLANS PREPARED BY:



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B	100% CONSTRUCTION	LYL	06/06/25

ATC SITE NUMBER:
373361

ATC SITE NAME:
LIONS AMBULANCE

T-MOBILE SITE NAME:
LIONS AMBULANCE

SITE ADDRESS:
89 WESTCHESTER AVE
POUND RIDGE, NY 10576-0000



DATE DRAWN:	06/06/25
ATC JOB NO:	15195635
CUSTOMER NAME:	LIONS AMBULANCE
CUSTOMER ID:	NY09303H

GENERAL NOTES

SHEET NUMBER:

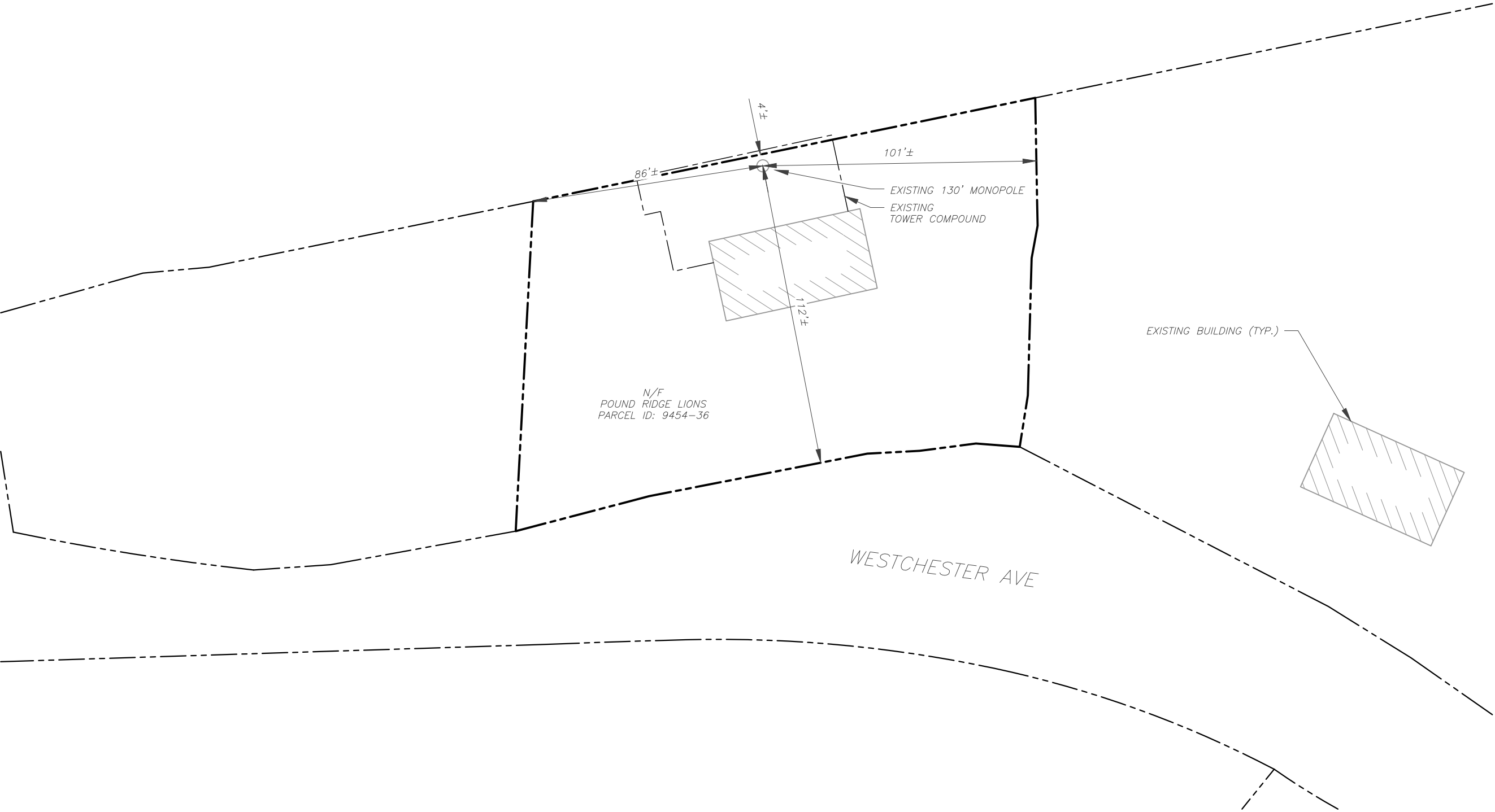
G-002

REVISION:

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NOTES:

1. BOUNDARY LINES OBTAINED FROM TOWN OF POUND RIDGE ONLINE GIS.
2. ZONING INFORMATION OBTAINED FROM TOWN OF TOWN OF POUND RIDGE.
3. THE TOWER IS LOCATED IN ZONE "X". AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEMA COMMUNITY PANEL #36119C0183F, DATED SEPTEMBER 28, 2007.



LEGEND

EXISTING PROPERTY LINE

EXISTING ADJACENT PROPERTY LINE

EXISTING LEASE AREA

1 OVERALL SITE PLAN

SCALE 1" = 40'

040'80'

SCALE: 1"=40' (11X17)

1"=20' (22X34)

N

AMERICAN TOWER®

PLANS PREPARED BY:

TEP

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0	100% CONSTRUCTION	LYL	06/06/25

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373361

ATC SITE NAME:
LIONS AMBULANCE

T-MOBILE SITE NAME:
LIONS AMBULANCE

SITE ADDRESS:
89 WESTCHESTER AVE
POUND RIDGE, NY 10576-0000

M&H Engineering, PLLC18987

SEAL:

STATE OF NEW YORK
SCOTT G. BRANTLEY
105653
LICENSED PROFESSIONAL ENGINEER

06/06/25

T-Mobile

DATE DRAWN:	06/06/25
ATC JOB NO:	15195635
CUSTOMER NAME:	LIONS AMBULANCE
CUSTOMER ID:	NY09303H

OVERALL SITE PLAN

SHEET NUMBER:
C-001

REVISION:
0

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SITE PLAN NOTES:

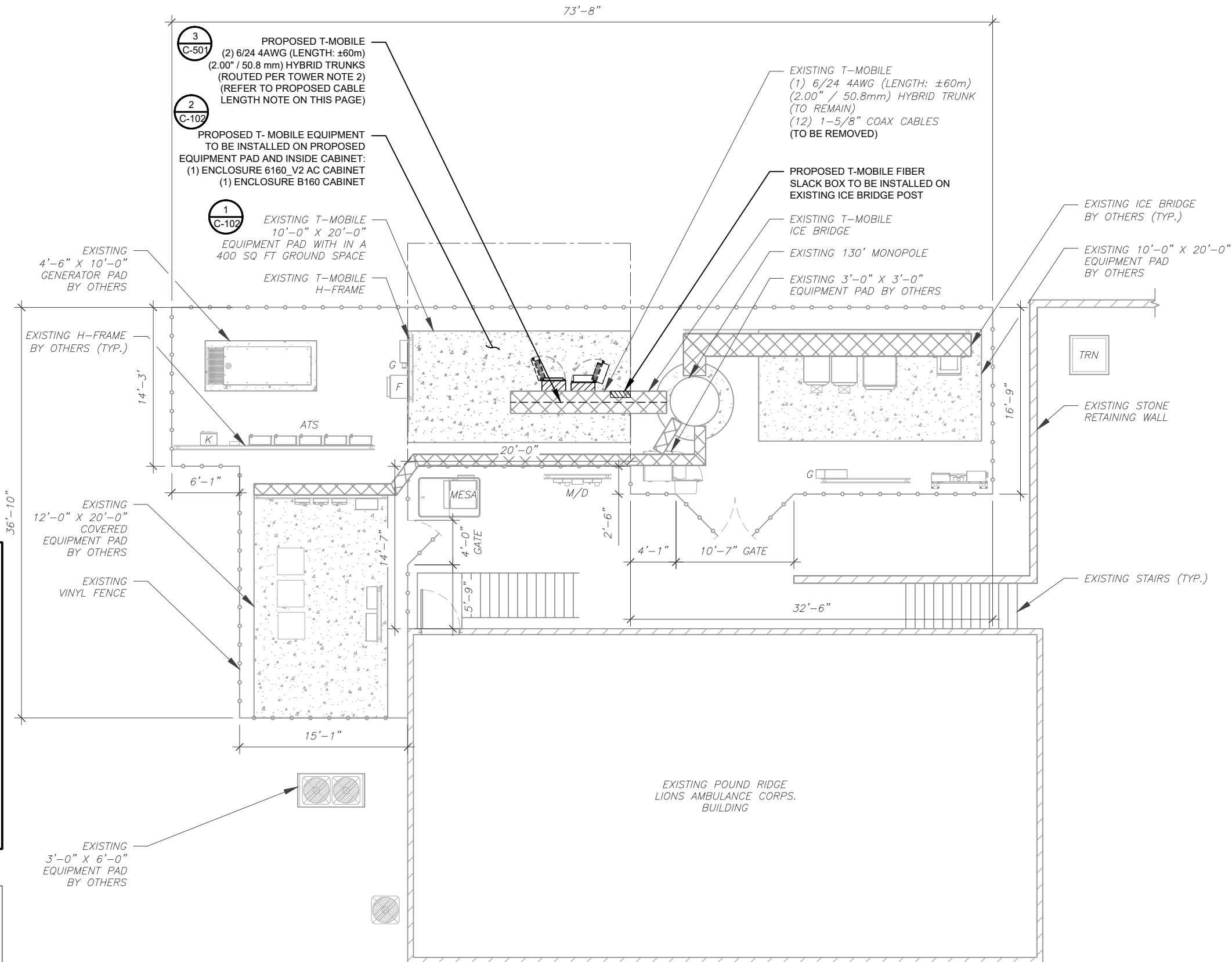
- THIS SITE PLAN REPRESENTS THE BEST PRESENT KNOWLEDGE AVAILABLE TO THE ENGINEER AT THE TIME OF THIS DESIGN. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO CONSTRUCTION AND VERIFY ALL EXISTING CONDITIONS RELATED TO THE SCOPE OF WORK FOR THIS PROJECT.
- ICE BRIDGE, CABLE LADDER, COAX PORT, AND COAX CABLE ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL CONFIRM THE EXACT LOCATION OF ALL PROPOSED AND EXISTING EQUIPMENT AND STRUCTURES DEPICTED ON THIS PLAN. BEFORE UTILIZING EXISTING CABLE SUPPORTS, COAX PORTS, INSTALLING NEW PORTS OR ANY OTHER EQUIPMENT, CONTRACTOR SHALL VERIFY ALL ASPECTS OF THE COMPONENTS MEET THE ATC SPECIFICATIONS.
- THIS CONSTRUCTION DRAWING SET IS NOT INTENDED TO ADDRESS ANY ELECTRICAL UPGRADES NEEDED. ANY ELECTRICAL UPGRADES WILL BE SHOWN IN A SEPARATE CONSTRUCTION DRAWING SET.

LEGEND

⊗	GROUNDING TEST WELL
ATS	AUTOMATIC TRANSFER SWITCH
B	BOLLARD
CSC	CELL SITE CABINET
D	DISCONNECT
E	ELECTRICAL
F	FIBER
GEN	GENERATOR
G	GENERATOR RECEPTACLE
HH, V	HAND HOLE, VAULT
IB	ICE BRIDGE
K	KENTROX BOX
LC	LIGHTING CONTROL
M	METER
PB	PULL BOX
PP	POWER POLE
T	TELCO
TRN	TRANSFORMER
—○—○—○—	VINYL FENCE

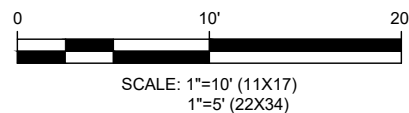
PROPOSED CABLE NOTES:

- ESTIMATED LENGTH OF PROPOSED CABLE IS **60m**. ESTIMATED LENGTH OF CABLE WAS PROVIDED BY CUSTOMER OR CALCULATED BY ADDING THE RAD CENTER AND THE DISTANCE FROM THE SHELTER ENTRY PLATE TO THE TOWER (ALONG THE ICE BRIDGE) AND A SAFETY FACTOR MEASUREMENT OF 15% (OF THE TWO PREVIOUS VALUES). CDS DEFER TO GREATEST CABLE LENGTH.
- ROUTE PROPOSED CABLES ALONG SAME PATH AS EXISTING CABLES AND IN ACCORDANCE WITH STRUCTURAL ANALYSIS. IF ADEQUATE SPACE EXISTS, ROUTE CABLES THROUGH ENTRY PORT HOLE, UP INSIDE OF MONOPOLE, AND THROUGH EXIT PORT HOLE. IF ROUTING OUTSIDE THE MONOPOLE, ATTACH CABLES USING STAND-OFF ADAPTERS MOUNTED TO TOWER USING STAINLESS STEEL BANDING. ADEQUATELY SECURE CABLES USING EITHER APPROPRIATELY SIZED STAINLESS STEEL SNAP-INS OR MOUNTING HARDWARE AND BRACKETS AS SPECIFIED BY CABLE MANUFACTURER.



1 DETAILED SITE PLAN

SCALE 1" = 10'



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M&H Engineering, PLLC

18997

SEAL:



06/06/25

T-Mobile

DATE DRAWN:	06/06/25
ATC JOB NO:	15195635
CUSTOMER NAME:	LIONS AMBULANCE
CUSTOMER ID:	NY09303H

DETAILED SITE PLAN

SHEET NUMBER:

C-101

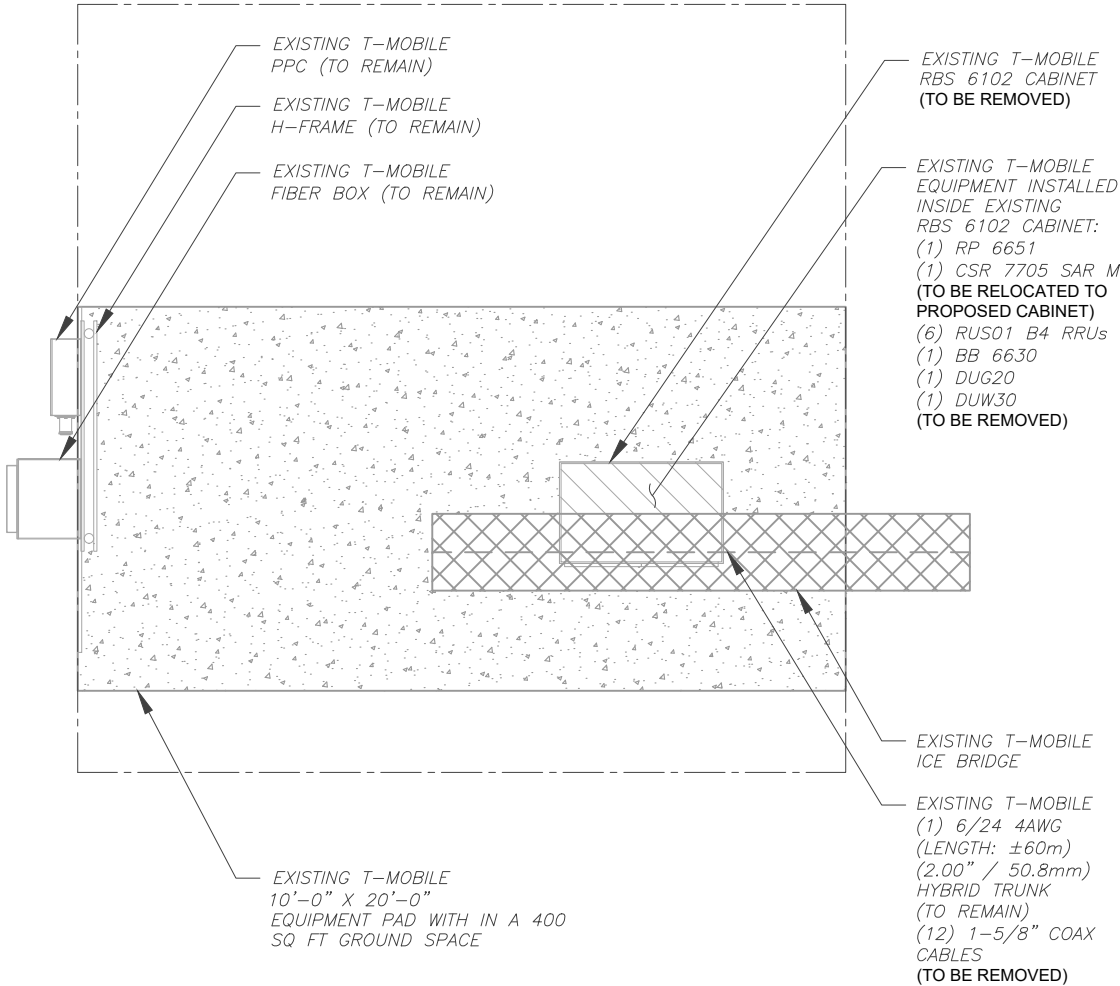
REVISION:

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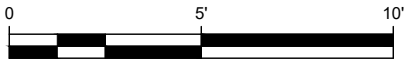
SITE PLAN NOTES:

1. CONTRACTOR TO VERIFY THERE IS NO LIVE AAV FIBER RUNNING THROUGH EXISTING DEAD EQUIPMENT. IF SO, THIS WILL NEED TO BE RERUN THROUGH CONDUIT PRIOR TO REMOVING DEAD 2G (6201 CABS) EQUIPMENT.
2. ALL OPEN PORTS NEED TO BE SEALED / WEATHERPROOFED PROPERLY
3. ALL UNNEEDED / EXCESS EQUIPMENT AND GARBAGE TO BE REMOVED FROM EQUIPMENT AREA. DISPOSE OF MATERIALS PROPERLY OFF SITE.

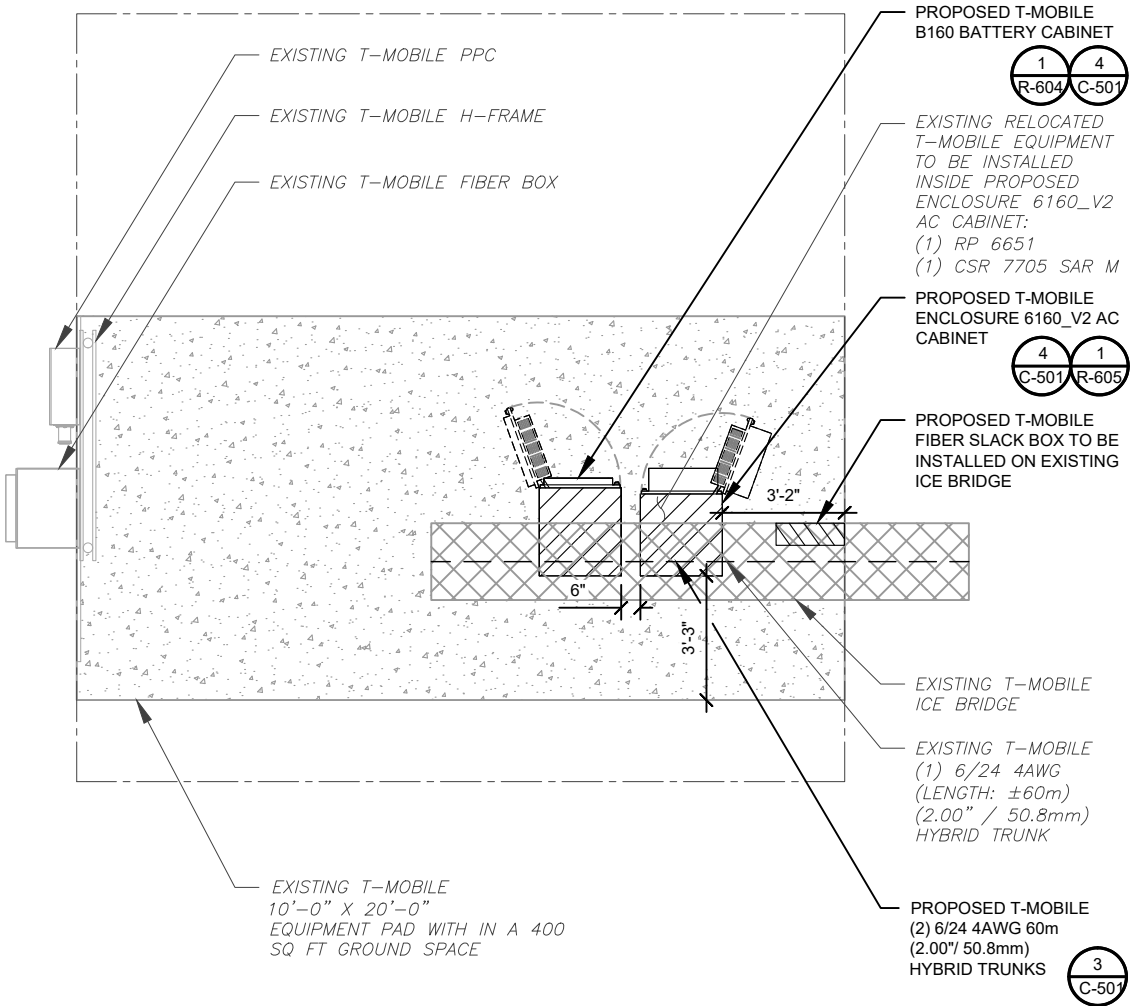
T-MOBILE CM APPROVAL REQUIRED BEFORE INSTALLING CABINETS.



1 EXISTING GROUND EQUIPMENT LAYOUT SCALE: 1" = 5'



SCALE: 1"=5' (11X17)
1"=2.5' (22X34)



2 PROPOSED GROUND EQUIPMENT LAYOUT SCALE: 1" = 5'



SCALE: 1"=5' (11X17)
1"=2.5' (22X34)



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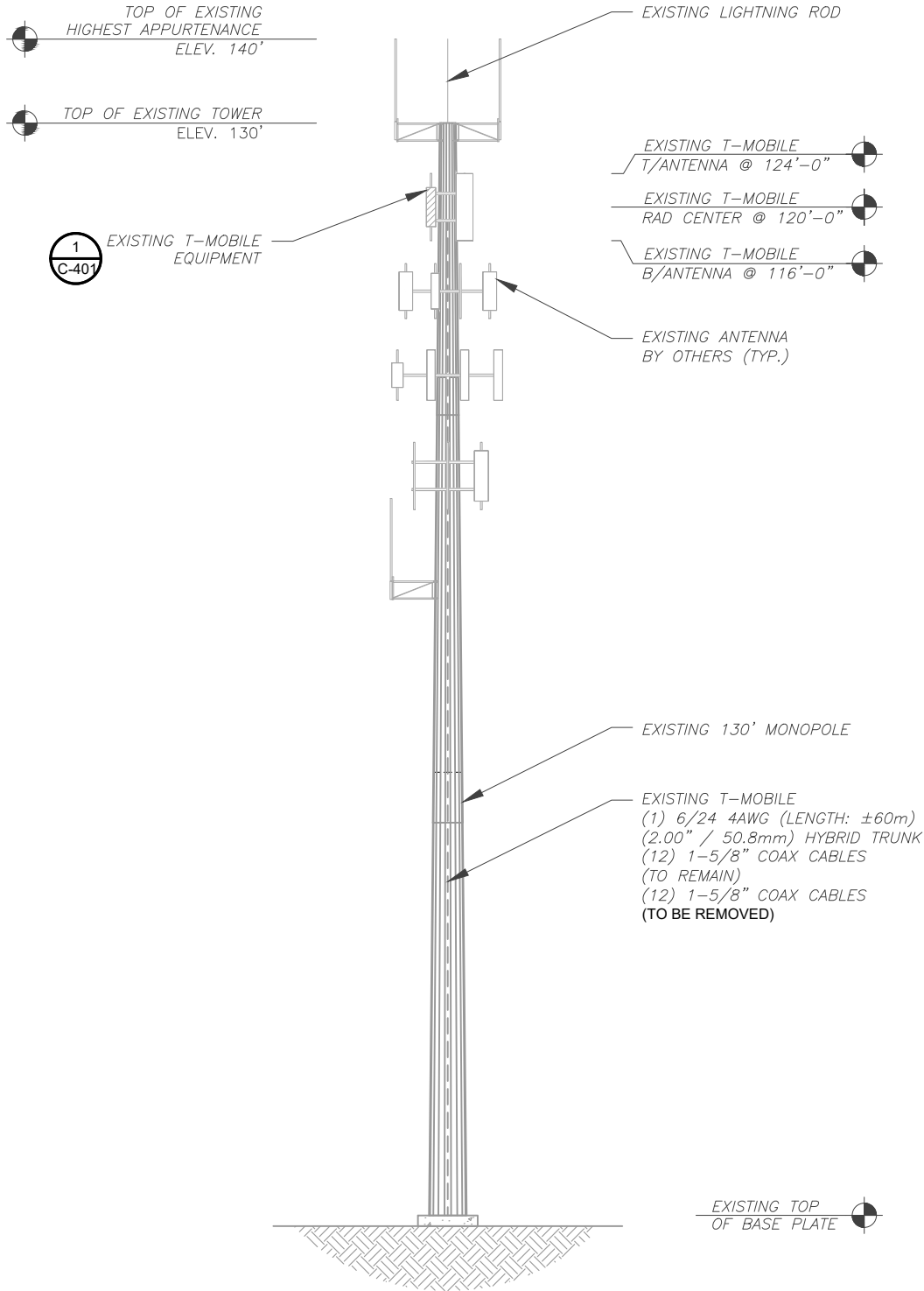
DETAILED EQUIPMENT
LAYOUT

SHEET NUMBER: REVISION:

C-102

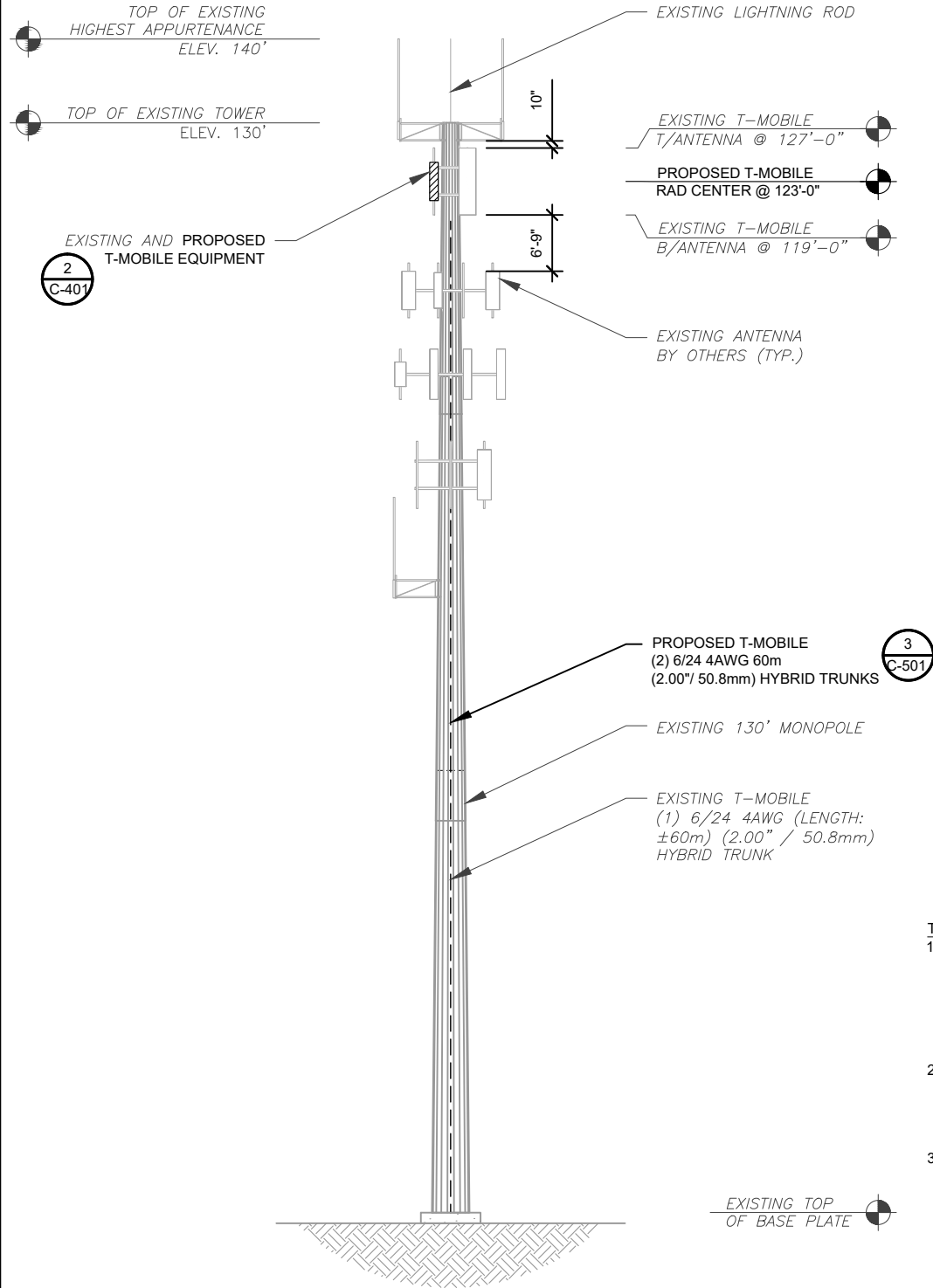
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EXISTING CABLING SUMMARY		
COAX	HYBRID	STATUS
—	(1) 6/24 4AWG (LENGTH: ±60m) (2.00" / 50.8mm)	RMN
(12) 1-5/8"	—	RMV



1 EXISTING TOWER ELEVATION
SCALE: N.T.S.

FINAL CABLING SUMMARY		
COAX	HYBRID/FIBER	STATUS
-	(1) 6/24 4AWG (LENGTH: ±60m) (2.00" / 50.8mm)	RMN
-	(2) 6/24 4AWG (LENGTH: ±60m) (2.00" / 50.8mm)	ADD



2 PROPOSED TOWER ELEVATION
SCALE: N.T.S.

PER MOUNT ANALYSIS COMPLETED BY AMERICAN TOWER CORPORATION, DATED APRIL 09, 2025, THE EXISTING MOUNT CAN ADEQUATELY SUPPORT THE PROPOSED LOADING.

- TOWER NOTES:**
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM WITH THE PROJECT MANAGER THAT THEY HAVE THE MOST RECENT VERSION OF THE STRUCTURAL ANALYSIS BEFORE COMMENCING WORK. EXISTING AND PROPOSED TOWER APPURTENANCES, MOUNTS, AND ANTENNAS ARE SHOWN BASED ON THE STRUCTURAL ANALYSIS.
 - WHERE APPLICABLE, ALL NEW ANTENNAS, EQUIPMENT, MOUNTS, CABLING, ETC. SHALL BE PAINTED/SOCKED TO MATCH EXISTING EQUIPMENT IN ACCORDANCE WITH FAA, JURISDICTION, AND/OR OTHER LOCAL REQUIREMENTS.
 - ROUTE PROPOSED CABLES ALONG SAME PATH AS EXISTING CABLES AND IN ACCORDANCE WITH STRUCTURAL ANALYSIS. IF ADEQUATE SPACE EXISTS, ROUTE CABLES THROUGH ENTRY PORT HOLE, UP INSIDE OF MONOPOLE, AND THROUGH EXIT PORT HOLE. IF ROUTING OUTSIDE THE MONOPOLE, ATTACH CABLES USING STAND-OFF ADAPTERS MOUNTED TO TOWER USING STAINLESS STEEL BANDING. ADEQUATELY SECURE CABLES USING EITHER APPROPRIATELY SIZED STAINLESS STEEL SNAP-INS OR MOUNTING HARDWARE AND BRACKETS AS SPECIFIED BY CABLE MANUFACTURER.
 - TOWER ELEVATION DEPICTION MAY NOT REFLECT ALL EQUIPMENT INCLUDED IN STRUCTURAL ANALYSIS. REFER TO STRUCTURAL ANALYSIS FOR FULL TOWER LOADING.

AMERICAN TOWER®

PLANS PREPARED BY:

TEP

M&H ENGINEERING, PLLC
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

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REV.	DESCRIPTION	BY	DATE
A	PRELIMINARY	MMP	04/14/25
0	100% CONSTRUCTION	LYL	06/06/25

ATC SITE NUMBER:
373361

ATC SITE NAME:
LIONS AMBULANCE

T-MOBILE SITE NAME:
LIONS AMBULANCE

SITE ADDRESS:
89 WESTCHESTER AVE
POUND RIDGE, NY 10576-0000

M&H Engineering, PLLC 18987

SEAL:

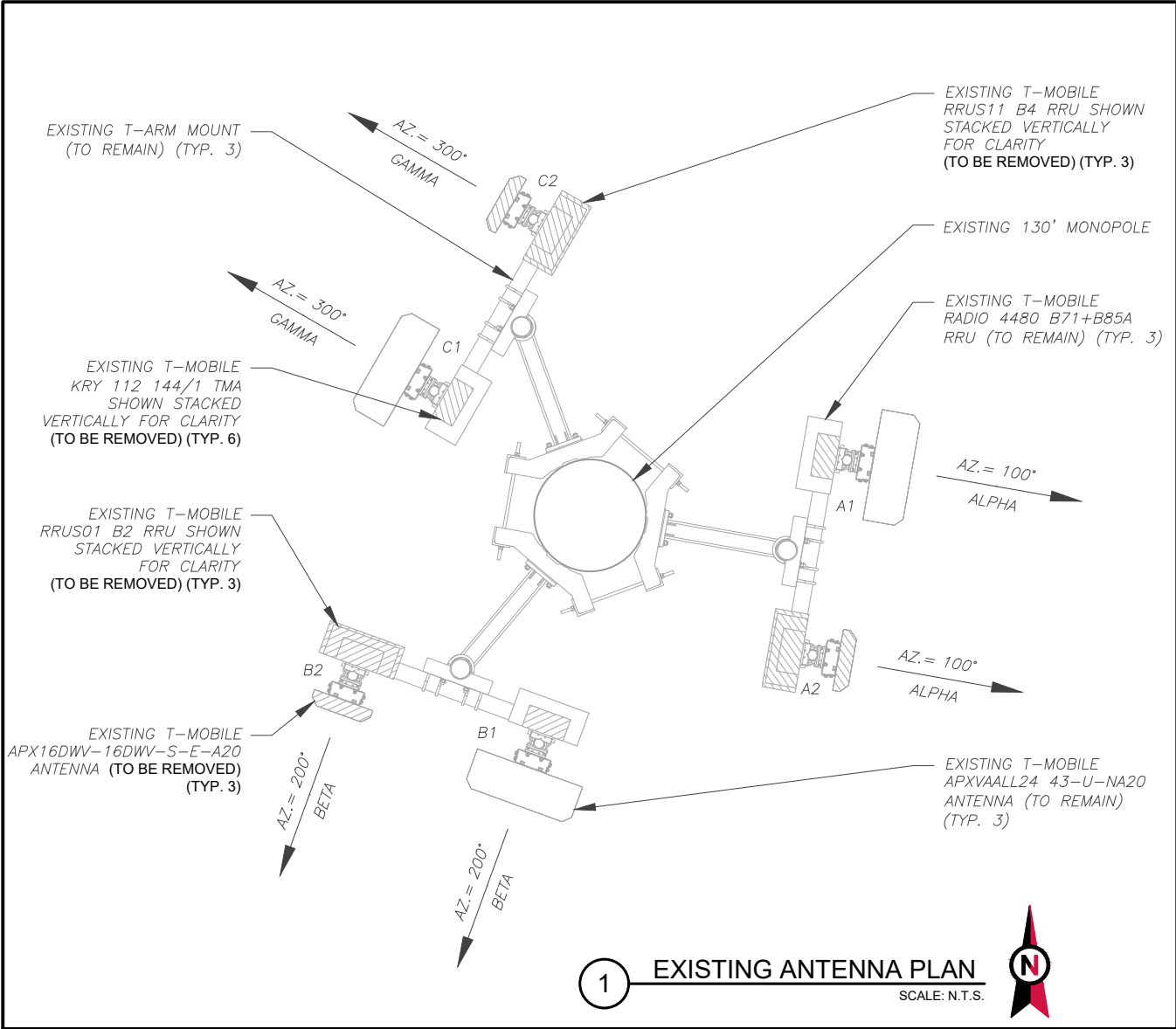
06/06/25

T-Mobile

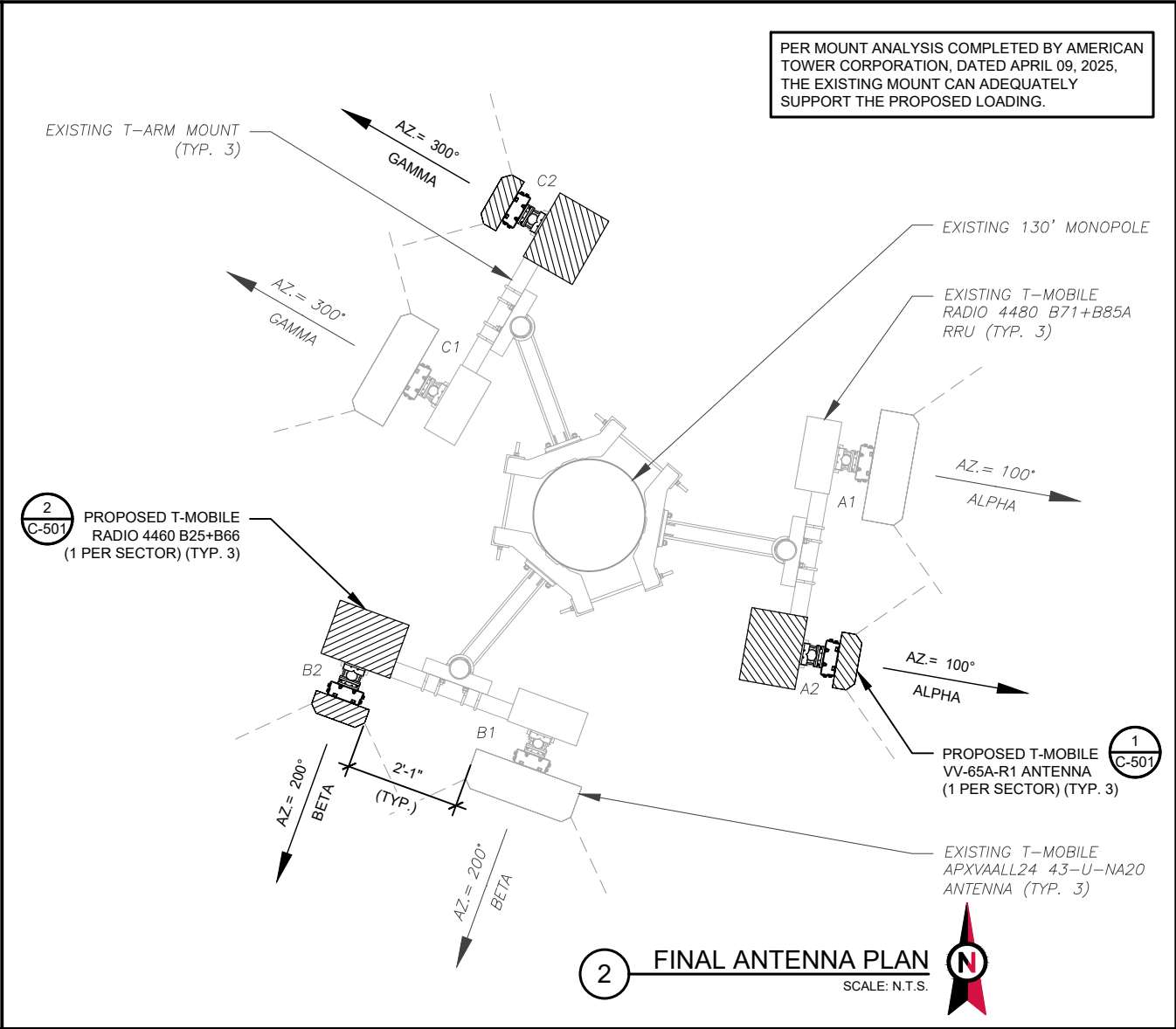
DATE DRAWN:	06/06/25
ATC JOB NO:	15195635
CUSTOMER NAME:	LIONS AMBULANCE
CUSTOMER ID:	NY09303H

TOWER ELEVATION

SHEET NUMBER: C-201	REVISION: 0
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1 EXISTING ANTENNA PLAN
SCALE: N.T.S.



2 FINAL ANTENNA PLAN
SCALE: N.T.S.

EXISTING ANTENNA SCHEDULE										NOTES
LOCATION			ANTENNA SUMMARY					NON ANTENNA SUMMARY		1. CONFIRM WITH T-MOBILE REP FOR APPLICABLE UPDATES/REVISIONS AND MOST RECENT RFDS FOR NSN CONFIGURATION (CONFIG). GC TO CAP ALL UNUSED PORTS. 2. CONFIRM SPACING OF PROPOSED EQUIP DOES NOT CAUSE TOWER CONFLICTS NOR IMPEDE TOWER CLIMBING PEGS. 3. TEP DID NOT VERIFY THE EXISTING LOADING. LOADING DATA PROVIDED BY ATC AND T-MOBILE.
SECTOR	RAD	AZ	POS	ANTENNA	BAND	MECH/ ELEC D-TILT	STATUS	ADDITIONAL TOWER MOUNTED EQUIPMENT	STATUS	
ALPHA	120°	100°	A1	APXVAALL24 43-U-NA20	L700/N600/L600 /G1900/L2100	0°/2°	RMN	(1) RADIO 4480 B71+B85A (1) KRY 112144/1	RMN RMV	
			A2	APX16DWV-16DWV-S-E-A20	U2100	0°/2°	RMV	(1) RRUS01 B2 (1) RRUS11 B4 (1) KRY 112144/1	RMV RMV RMV	
BETA	120°	200°	B1	APXVAALL24 43-U-NA20	L700/N600/L600 /G1900/L2100	0°/2°	RMN	(1) RADIO 4480 B71+B85A (1) KRY 112144/1	RMN RMV	
			B2	APX16DWV-16DWV-S-E-A20	U2100	0°/2°	RMV	(1) RRUS01 B2 (1) RRUS11 B4 (1) KRY 112144/1	RMV RMV RMV	
GAMMA	120°	300°	C1	APXVAALL24 43-U-NA20	L700/N600/L600 /G1900/L2100	0°/2°	RMN	(1) RADIO 4480 B71+B85A (1) KRY 112144/1	RMN RMV	
			C2	APX16DWV-16DWV-S-E-A20	U2100	0°/2°	RMV	(1) RRUS01 B2 (1) RRUS11 B4 (1) KRY 112144/1	RMV RMV RMV	
										<u>STATUS ABBREVIATIONS</u> RMV: TO BE REMOVED RMN: TO REMAIN REL: TO BE RELOCATED ADD: TO BE ADDED
										<u>CABLE LENGTHS FOR JUMPERS</u> JUNCTION BOX TO RRU: 15' RRU TO ANTENNA: 10'

3 EQUIPMENT SCHEDULES

EXISTING FIBER DISTRIBUTION/OVP BOX		EXISTING CABLING SUMMARY		
MODEL NUMBER	STATUS	COAX	HYBRID	STATUS
-	-	-	(1) 6/24 4AWG (LENGTH: ±60m) (2.00" / 50.8mm)	RMN
-	-	(12) 1-5/8"	-	RMV

FINAL FIBER DISTRIBUTION / OVP BOX		FINAL CABLING SUMMARY		
MODEL NUMBER	STATUS	COAX	HYBRID/FIBER	STATUS
-	-	-	(1) 6/24 4AWG (LENGTH: ±60m) (2.00" / 50.8mm)	RMN
-	-	-	(2) 6/24 4AWG (LENGTH: ±60m) (2.00" / 50.8mm)	ADD

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B	100% CONSTRUCTION	LYL	06/06/25

ATC SITE NUMBER:
373361

ATC SITE NAME:
LIONS AMBULANCE

T-MOBILE SITE NAME:
LIONS AMBULANCE

SITE ADDRESS:
89 WESTCHESTER AVE
POUND RIDGE, NY 10576-0000

M&H Engineering, PLLC 18987

SEAL:


06/06/25

DATE DRAWN:	06/06/25
ATC JOB NO:	15195635
CUSTOMER NAME:	LIONS AMBULANCE
CUSTOMER ID:	NY09303H

ANTENNA INFORMATION & SCHEDULE


SHEET NUMBER: C-401	REVISION: 0
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FINAL COAX/JUMPER SCHEDULE													
LOCATION			ANTENNA SUMMARY			EQUIPMENT SUMMARY		CABLE SUMMARY					
SECTOR	RAD	AZ	POS	ANTENNA	STATUS	ADDITIONAL TOWER MOUNTED EQUIPMENT	STATUS	COAX	LENGTH	STATUS	JUMPERS	LENGTH	STATUS
ALPHA	123'	100°	A1	APXVAALL24 43-U-NA20	RMN	(1) RADIO 4480 B71+B85A	RMN	—	—	—	(1) FIBER JUMPER (2) COAX JUMPER (1) FIBER JUMPER	15FT 15FT 15FT	RMN RMN ADD
			A2	VV-65A-R1	ADD	(1) RADIO 4460 B25+B66	ADD	-	-	-	(2) FIBER JUMPER (4) COAX JUMPER	15FT 15FT	ADD ADD
BETA	123'	200°	B2	APXVAALL24 43-U-NA20	RMN	(1) RADIO 4480 B71+B85A	RMN	—	—	—	(1) FIBER JUMPER (2) COAX JUMPER (1) FIBER JUMPER	15FT 15FT 15FT	RMN RMN ADD
			B2	VV-65A-R1	ADD	(1) RADIO 4460 B25+B66	ADD	-	-	-	(2) FIBER JUMPER (4) COAX JUMPER	15FT 15FT	ADD ADD
GAMMA	123'	300°	C1	APXVAALL24 43-U-NA20	RMN	(1) RADIO 4480 B71+B85A	RMN	—	—	—	(1) FIBER JUMPER (2) COAX JUMPER (1) FIBER JUMPER	15FT 15FT 15FT	RMN RMN ADD
			C2	VV-65A-R1	ADD	(1) RADIO 4460 B25+B66	ADD	-	-	-	(2) FIBER JUMPER (4) COAX JUMPER	15FT 15FT	ADD ADD



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T-MOBILE SITE NAME:
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SITE ADDRESS:
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M&H Engineering, PLLC18987

SEAL:



06/06/25

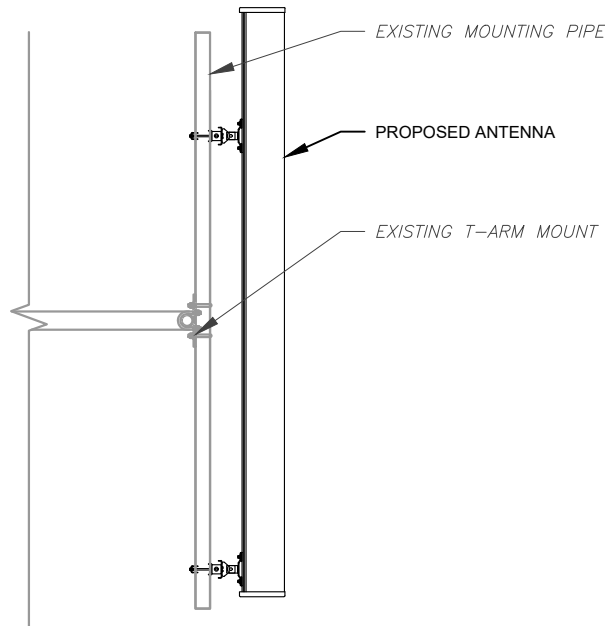


DATE DRAWN:	06/06/25
ATC JOB NO:	15195635
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CUSTOMER ID:	NY09303H

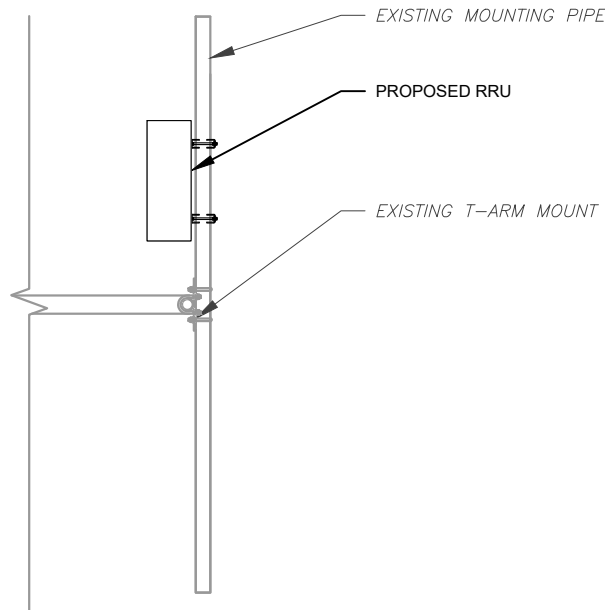
COAX/JUMPER SCHEDULE

SHEET NUMBER: C-402	REVISION: 0
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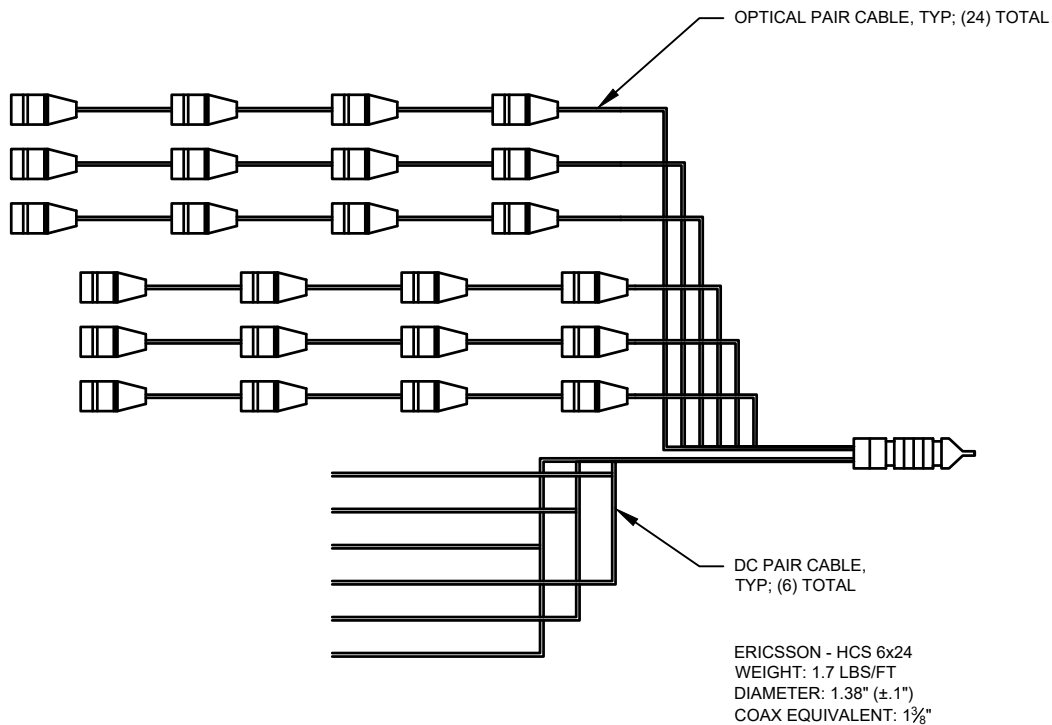
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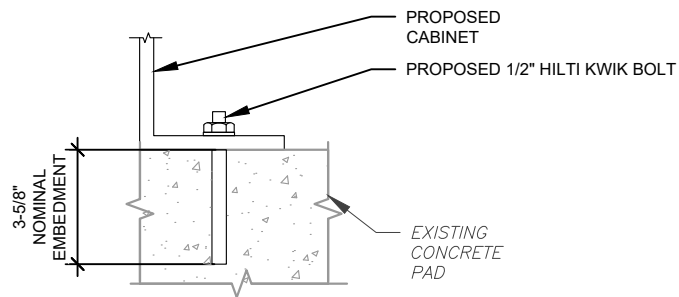
1 PROPOSED ANTENNA MOUNTING DETAIL
SCALE: N.T.S.



2 PROPOSED ANTENNA MOUNTING DETAIL
SCALE: N.T.S.



3 PROPOSED HCS DETAIL
SCALE: N.T.S.



NOTE:
INSTALL HILTI KWIK BOLT ANCHORS STRICTLY PER
INSTALLATION INSTRUCTIONS INCLUDED WITH PRODUCT OR
FOUND ONLINE AT WWW.US.HILTI.COM. PROPER
INSTALLATION IS CRITICAL FOR FULL PERFORMANCE.

4 CABINET ATTACHMENT DETAIL
SCALE: N.T.S.



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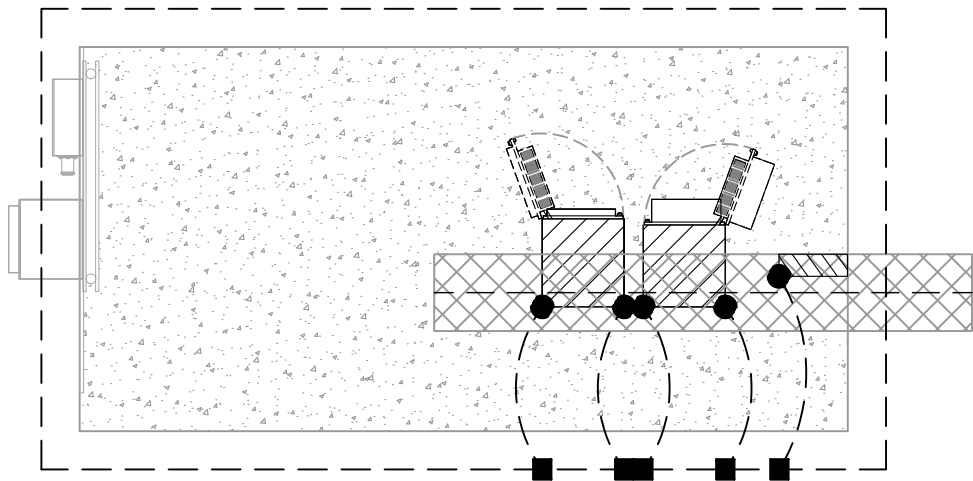
M&H Engineering, PLLC 18987

SEAL:



DATE DRAWN:	06/06/25
ATC JOB NO:	15195635
CUSTOMER NAME:	LIONS AMBULANCE
CUSTOMER ID:	NY09303H

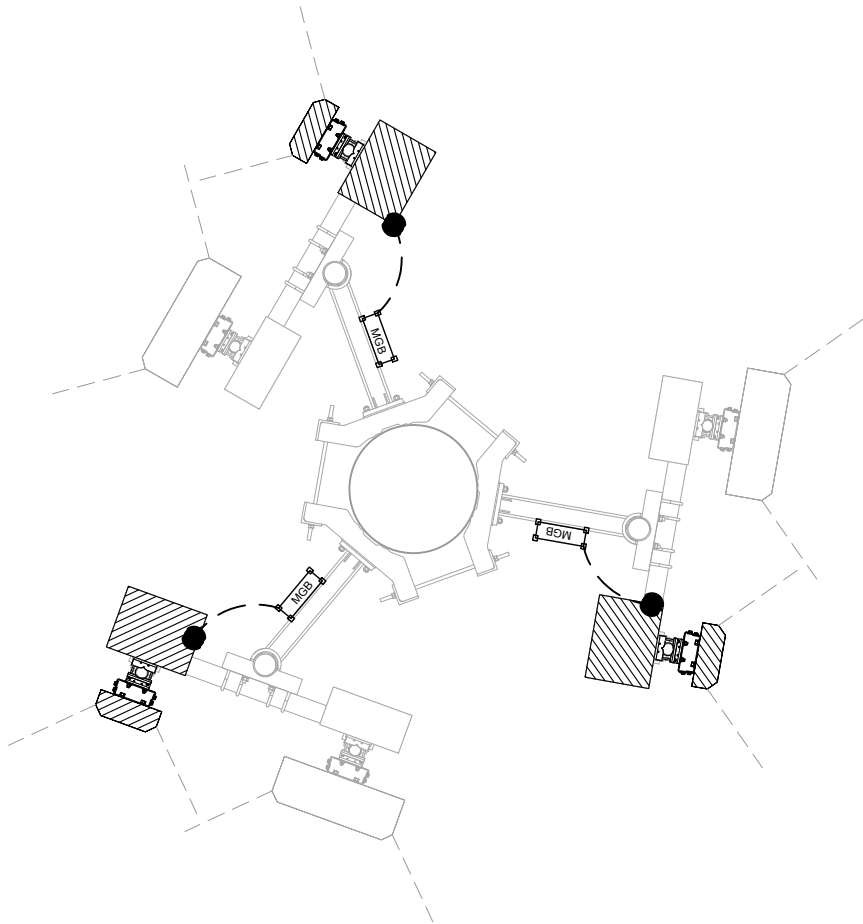
CONSTRUCTION DETAILS	
SHEET NUMBER: C-501	REVISION: 0



LEGEND	
	MECHANICAL CONNECTION
	MASTER GROUND BAR
	EXOTHERMIC CONNECTION

1

EQUIPMENT GROUNDING PLAN
SCALE: N.T.S.



LEGEND	
	MECHANICAL CONNECTION
	MASTER GROUND BAR
	EXOTHERMIC CONNECTION

2

ANTENNA GROUNDING PLAN
SCALE: N.T.S.



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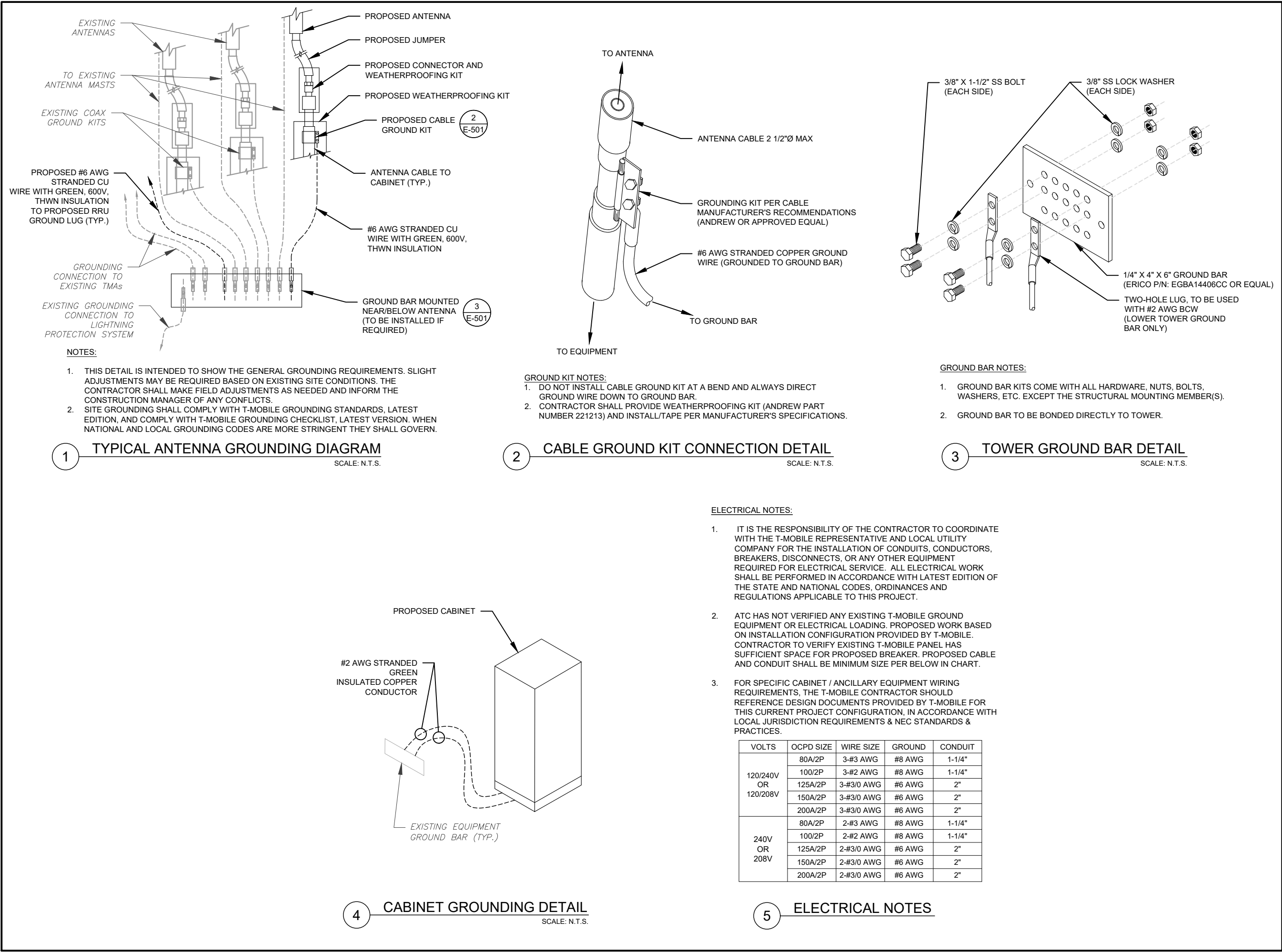
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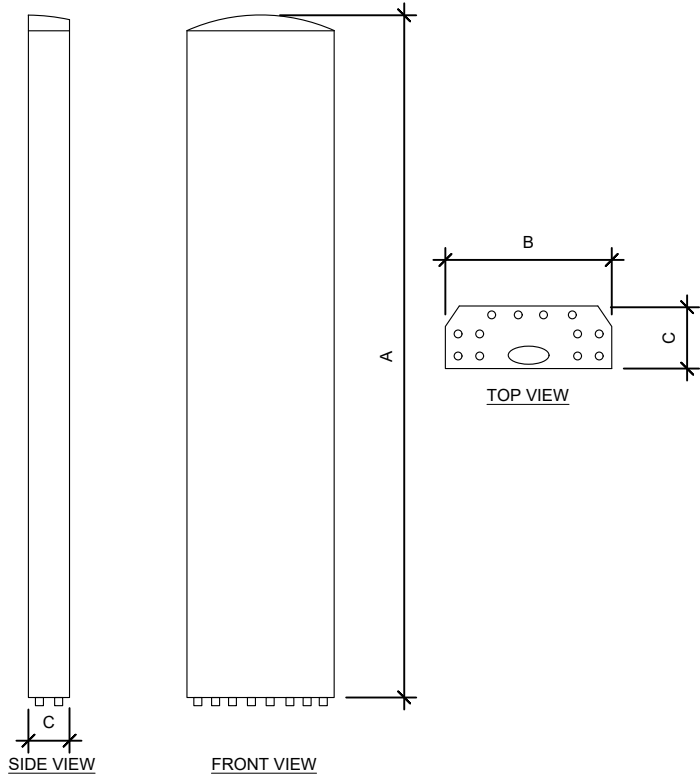


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CUSTOMER NAME:	LIONS AMBULANCE
CUSTOMER ID:	NY09303H

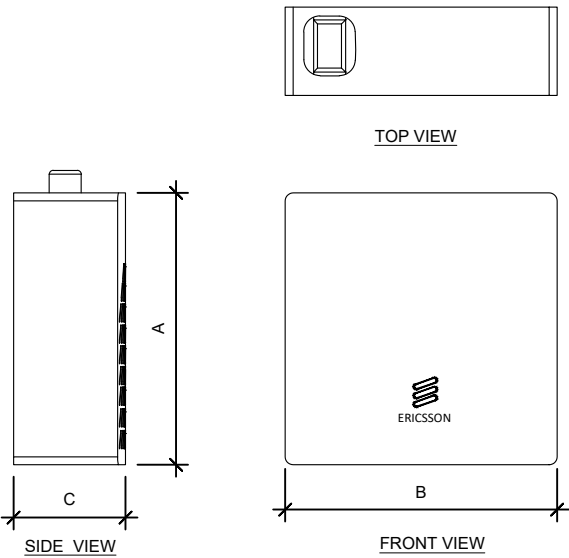
GROUNDING PLAN

SHEET NUMBER:	REVISION:
E-101	0





ANTENNA SPECIFICATIONS				
ANTENNA MODEL	A	B	C	WEIGHT (LBS)
VV-65A-R1	54.7"	12.1"	4.6"	23.8



RRU SPECIFICATIONS				
RRU MODEL	A	B	C	WEIGHT (LBS)
RADIO 4460 B25+B66	19.6"	15.7"	12.1"	109.0



Existing RAN Equipment		
Template: 67E04A V2 Outdoor		
Enclosure	1	2
Enclosure Type	RBS 6102	RBS 3106
Radio	RUS01 B4 (x6) U2100 (DECOMMISSIONED)	
Baseband	BB 6630 L2100 DUG20 G1900 DUW30 U2100 (DECOMMISSIONED) RP 6651 N600 L600 (DECOMMISSIONED) L700	
Transport System	CSR 7705 SAR M	
Hybrid Cable System	Hybrid Trunk 6/24 4AWG 60m	

1 EXISTING CABINET CONFIGURATION
SCALE: N.T.S.

Proposed RAN Equipment		
Template: 67D998E 6160		
Enclosure	1	2
Enclosure Type	Enclosure 6160_v2 AC	B160
Baseband	RP 6651 N600 N1900 L700 L1900 L2100	
Transport System	CSR 7705 SAR M	
Hybrid Cable System	Hybrid Trunk 6/24 4AWG 60m (x3)	

RAN Scope of Work:

Current config:67E04A Final config:67E998E
Existing cabinet ,1-6102 existing
Swap 6102 with 6160, B160.
Hybrids:1--6X24 and 12 coax existing on site.
Add 2-6x24 HSC (60*60).
Remove all B2 and B4 from tower .

2 PROPOSED CABINET CONFIGURATION
SCALE: N.T.S.

NOTE: THIS SHEET WAS CREATED BY OTHERS AND PROVIDED AT THE REQUEST OF THE CUSTOMER WITHOUT EDIT.

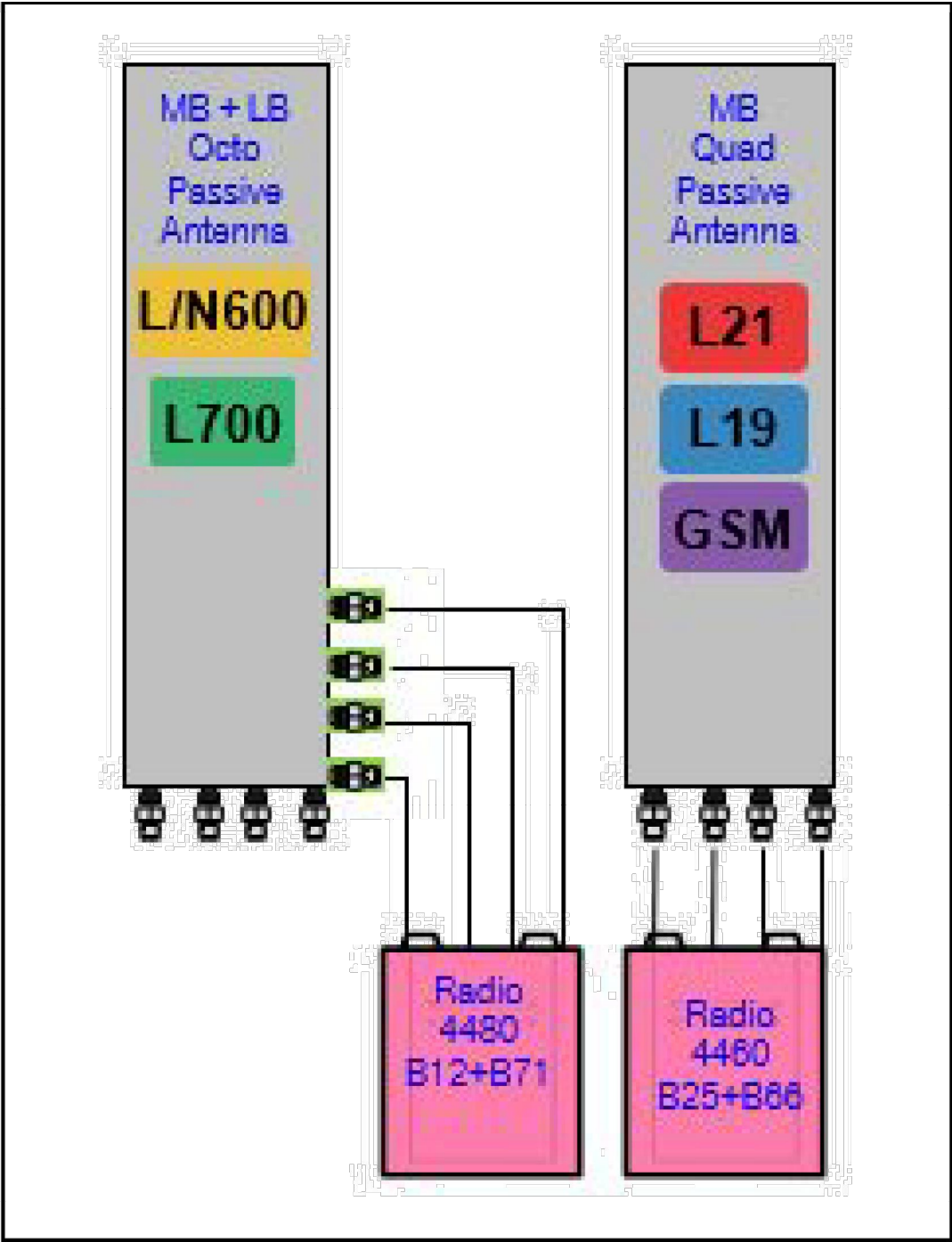
SUPPLEMENTAL

SHEET NUMBER:

R-602

REVISION:

-



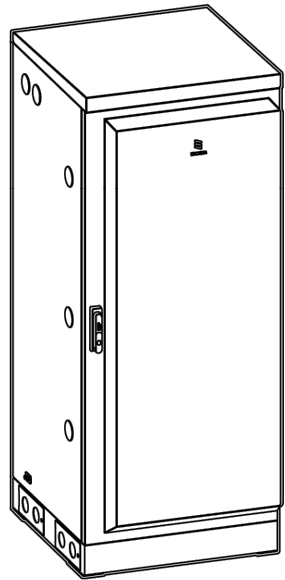
1 PROPOSED ANTENNA CONFIGURATION
SCALE: NOT TO SCALE

NOTE: THIS SHEET WAS CREATED BY OTHERS AND PROVIDED
AT THE REQUEST OF THE CUSTOMER WITHOUT EDIT.

SUPPLEMENTAL

SHEET NUMBER:	REVISION:
R-603	-

MANUFACTURER:	ERICSSON
MODEL:	B160 BATTERY CABINET
DIMENSIONS:	63" x 25.6" x 29.5" (H x W x D)
WEIGHT:	295 LBS (WITHOUT BATTERIES)



2.5" KNOCKOUTS w/ RIGID CONDUIT, LB CONDUIT BODY FOR ALARM CABLE & TEMP SENSOR ROUTING. CONDUIT MUST BE PROPERLY SECURED TO PREVENT DAMAGE

CABINET GROUND POINTS

REAR VIEW

2.5" KNOCKOUTS w/ RIGID CONDUIT, LB CONDUIT BODY FOR BATTERY CABLE CONDUIT MUST BE PROPERLY SECURED TO PREVENT DAMAGE

3 x 300A BREAKERS

BATTERY VIBRATION MOUNTS

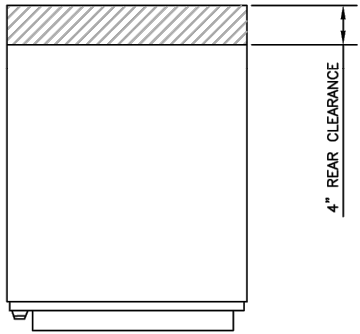
FRONT VIEW
(DOOR OPEN)

25A AUX BREAKERS, FANS, LIGHTS, ETC.

ALARM BOX, PRELABELED

3X BATTERY SHELVES, UP TO 200A HR, w/ PREINSTALLED HEATERS

- NOTE:
- CORRECT KNOCKOUT TOOL REQUIRED FOR PUNCHING KNOCKOUTS. DO NOT DRILL THROUGH KNOCKOUTS
 - CONDUIT MUST BE PROPERLY SECURED TO PREVENT DAMAGE TO CABINETS AND OR CABLING



4" REAR CLEARANCE

GROUNDING NOTE:

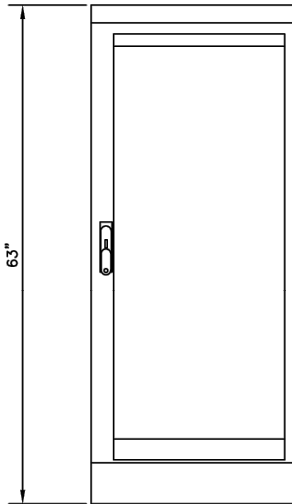
"CABINET GROUNDING TO USE A SINGLE, #2 BTCW CONDUCTOR, W/ 2-HOLE, 1" C-C, LONG BARREL, WINDOW LUG, IN 3/4" LFNC TO GROUND RING. PLINTH GROUNDING IS NOT REQUIRED."

(OPTIONAL) 2.5" KNOCKOUTS FOR ALARM & TEMP SENSOR ROUTING TO 6160

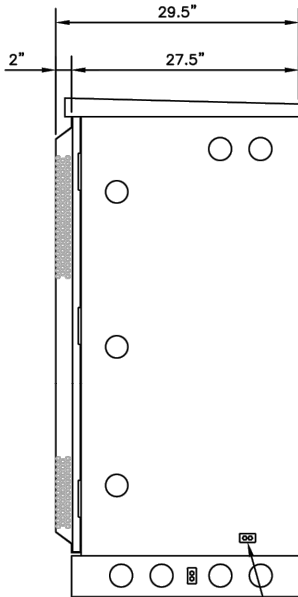
(OPTIONAL) 2.5" DC POWER KNOCKOUTS TO 6160

CABINET GROUND POINT

LEFT VIEW

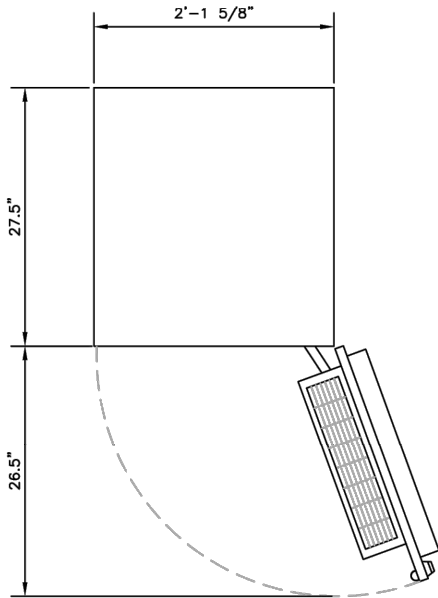


FRONT VIEW



RIGHT VIEW

CABINET GROUND POINT



PLAN VIEW

B160 ERICSSON SITE SUPPORT BATTERY CABINET

8.5" x 11" SCALE N.T.S. 11" x 17" SCALE N.T.S.

5

1

PROPOSED ENCLOSURE B160 DETAIL

SCALE: N.T.S.

NOTE: THIS SHEET WAS CREATED BY OTHERS AND PROVIDED AT THE REQUEST OF THE CUSTOMER WITHOUT EDIT.

SUPPLEMENTAL

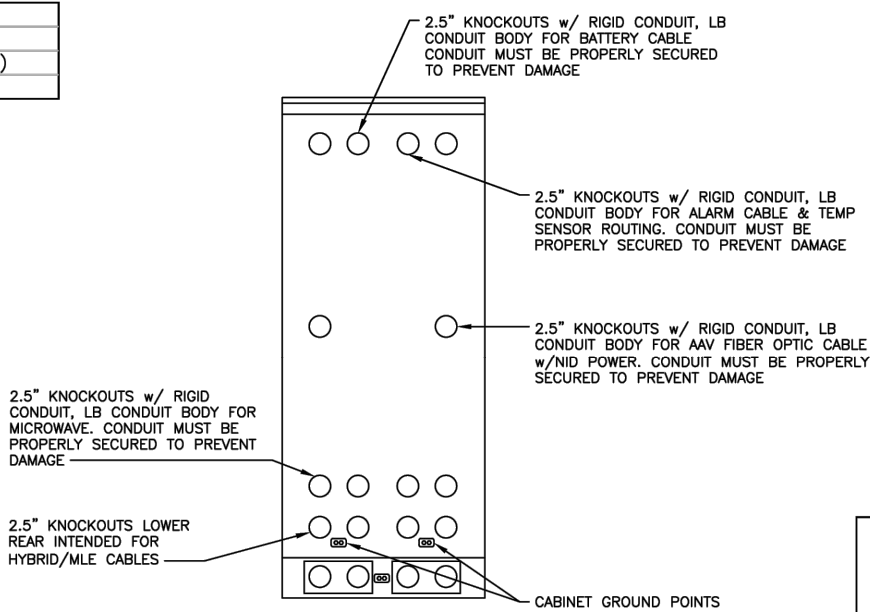
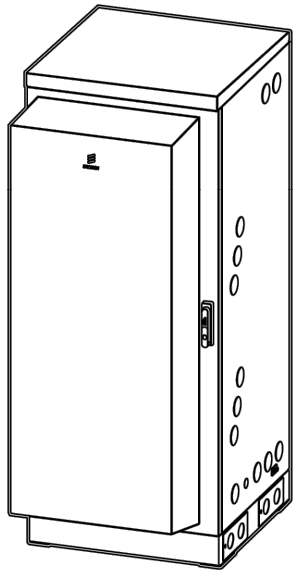
SHEET NUMBER:

R-604

REVISION:

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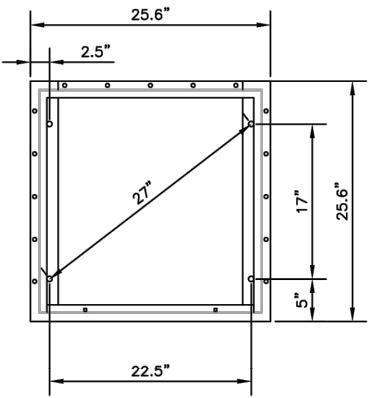
MANUFACTURER:	ERICSSON
MODEL:	6160 SITE SUPPORT CABINET
DIMENSIONS:	63" x 25.6" x 33.6" (H x W x D)
WEIGHT:	373 LBS



REAR VIEW

NOTE:

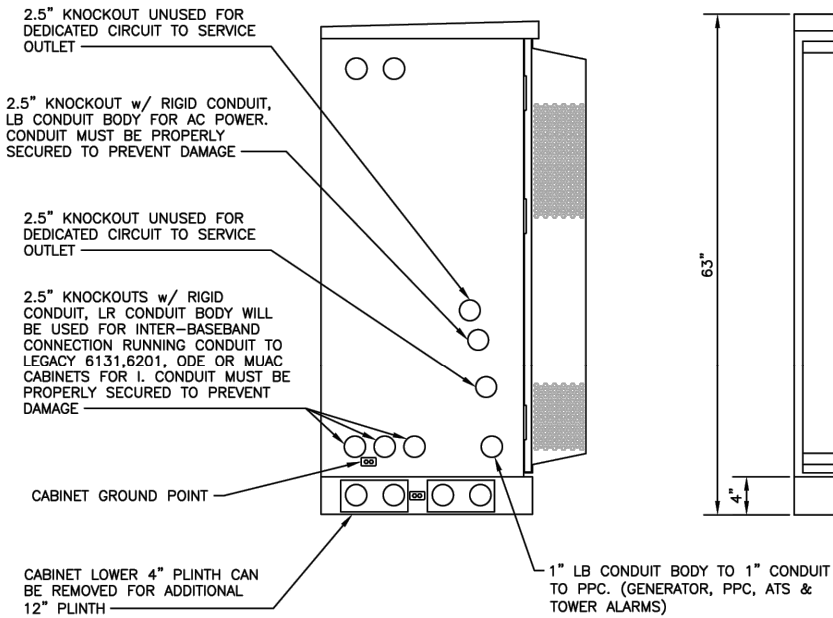
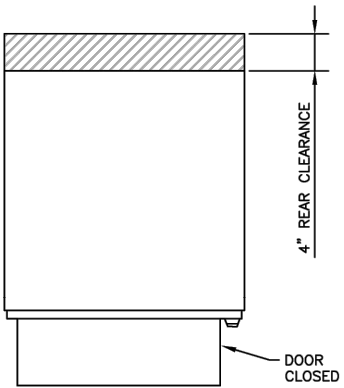
- CORRECT KNOCKOUT TOOL REQUIRED FOR PUNCHING KNOCKOUTS. DO NOT DRILL THROUGH KNOCKOUTS
- CONDUIT MUST BE PROPERLY SECURED TO PREVENT DAMAGE TO CABINETS AND OR CABLING



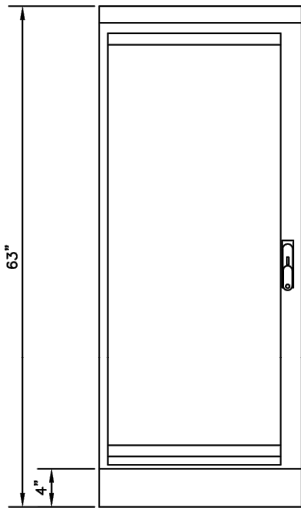
BOLT DOWN PATTERN

GROUNDING NOTE:

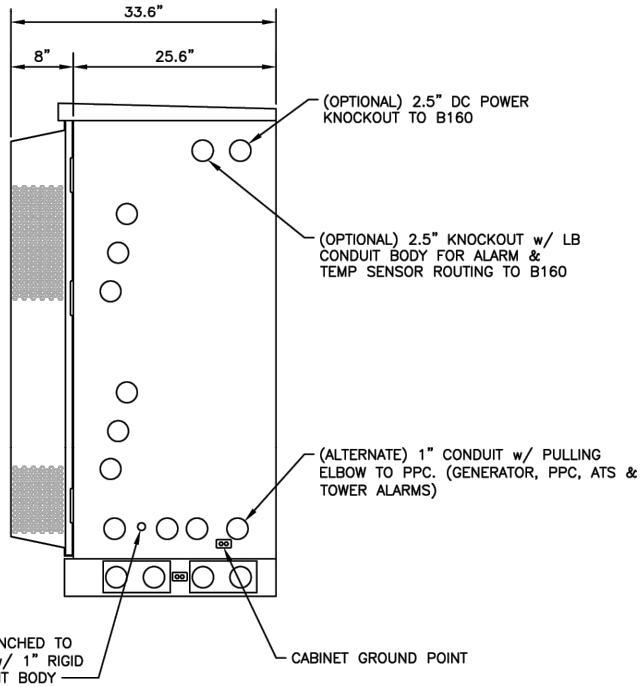
"CABINET GROUNDING TO USE A SINGLE, #2 BTCW CONDUCTOR, W/ 2-HOLE, 1" C-C, LONG BARREL, WINDOW LUG, IN 3/4" LFNC TO GROUND RING. PLINTH GROUNDING IS NOT REQUIRED."



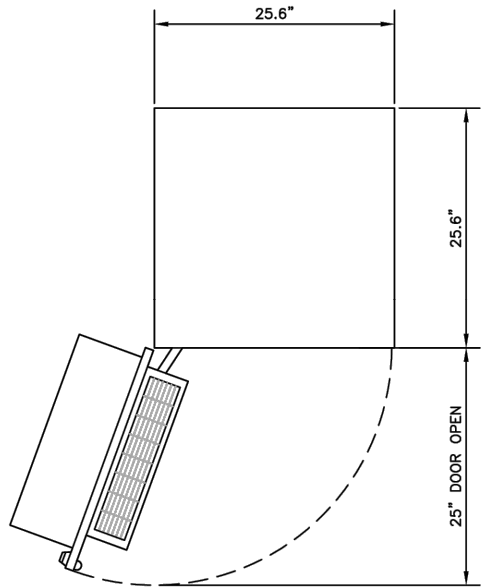
LEFT VIEW



FRONT VIEW



RIGHT VIEW



PLAN VIEW

9/26/21	REV 0	ADD E6160AC / 6160DC (PAGE 10)

6160 ERICSSON SITE SUPPORT CABINET
8.5" x 11" SCALE N.T.S. 11" x 17" SCALE N.T.S.

1



Mount Analysis Report

Mount Type : 4 ft T-Arm
ATC Asset Name : Lions Ambulance
ATC Asset Number : 373361
Engineering Number : 15195635_C8_01
Mount Elevation : 123 ft
Proposed Carrier : T-Mobile
Carrier Site Name : Lions Ambulance
Carrier Site Number : NY09303H
Site Location : 89 Westchester Ave.
Pound Ridge, NY 10576-0000
41.1918, -73.554
County : Westchester
Date : April 9, 2025
Max Usage : 49%
Analysis Result : Pass

Prepared By:
Brennan Donovan
Structural Engineer



Michael Berger
Digitally signed by Michael Berger
Date: 2025.04.09 18:22:31 -04'00'

COA: 0012746

Introduction

The purpose of this report is to summarize results of the mount analysis performed for T-Mobile at 123 ft.

Supporting Documents

Previous Analysis:	ATC Project #13626461, dated June 4, 2021
Radio Frequency Data Sheet:	RFDS ID #NY09303H, dated February 10, 2025
Reference Photos:	Site photos from 2023

Analysis

This mount was analyzed using American Tower Corporation’s Mount Analysis Program and RISA-3D

Basic Wind Speed:	115 mph (3-Second Gust)
Basic Wind Speed w/ Ice:	47 mph (3-Second Gust) w/ 1.00" radial ice concurrent
Codes:	ANSI/TIA-222-I
Exposure Category:	B
Risk Category:	II
Topographic Factor Procedure:	Method 1
Feature:	Flat
Crest Height (H):	0 ft
Crest Length (L):	0 ft
Spectral Response:	Sds = 0.19, Sd1 = 0.07
Site Class:	D - Stiff Soil
Live Loads:	Lm = 500 lbs, Lv = 250 lbs

*Live Load(s) reduction is confirmed to either not govern or not be applicable

Conclusion

Based on the analysis results, the antenna mount meets the requirements per the applicable codes listed above. The mount can support the equipment as described in this report.

If you have any questions or require additional information, please reach out to your American Tower contact. If you do not have an American Tower contact and have an Engineering question, please contact MountAnalysis@americantower.com. Please include the American Tower site name, site number, and engineering number in the subject line for any questions.

NOTE: THIS SHEET WAS CREATED BY OTHERS AND PROVIDED AT THE REQUEST OF THE CUSTOMER WITHOUT EDIT. PLEASE REFERENCE THE MOUNT ANALYSIS REPORT FOR COMPLETE MOUNT ANALYSIS CALCULATIONS AND DETAILS. SUPPLEMENTAL PAGES INCLUDED IN THE CONSTRUCTION DRAWINGS ARE FOR REFERENCE ONLY. GENERAL CONTRACTOR IS TO VERIFY THEY HAVE THE MOST RECENT MOUNT ANALYSIS PRIOR TO CONSTRUCTION.

SUPPLEMENTAL

SHEET NUMBER:	REVISION:
R-606	-



COMMUNITY CHOICE AGGREGATION (CCA) MUNICIPALITY FILING

Date 10/1/2025



Administrator Logo

Part 1 – General Information

CCA Administrator Name		Program Name (if applicable)
Sustainable Westchester		Westchester Power
Municipality Incorporation	Municipality Name	Municipality Offerings
Town	Pound Ridge	<input checked="" type="checkbox"/> Electric <input type="checkbox"/> Natural Gas <input type="checkbox"/> Assistance Program Participant (APP)
Date Local Law Passed	Date Administrator Selected	
09/08/2015	09/08/2015	
Type of Filing		
<input type="radio"/> New Contract <input checked="" type="radio"/> Contract Renewal		

Part 2 – Contact Information

Municipality Liaison Contact Information

Name	Title	Phone Number
Kevin Hansan	Supervisor	914-764-3985
Email Address		
supervisor@townofpoundridge.com		
Additional Contact Information (if applicable)		

CCA Program Contact Information

Name	Title	Phone Number
Dan Welsh	Program Director	914-242-4725 ext 101
Email Address		
dan@sustainablewestchester.org		
Program Website Link		
sustainablewestchester.org/wp/nyseg		
Additional Contact Information (if applicable)		

Part 3 – Outreach & Education

Outreach & Education Requirements

- Outreach & Education must be performed over a period of no less than 120 days, including the pre-contract, post-contract, and opt-out O&E periods. This period begins with the first outreach & education action conducted in the municipality after the passing of the Local Law. In the event that Outreach & Education was completed more than 6 months previous to the time of the Municipality Filing, a new outreach & education period will be necessary before being approved to move forward.
- Outreach & Education actions must be performed by the **CCA Administrator, or their representative, authorized in the Master Implementation Plan**. O&E actions must also be conducted within the municipality that the program serves in order to satisfy O&E requirements.

- Multiple forms of Outreach & Education must be provided to ensure sufficient customer education and awareness of their opt-out enrollment in the CCA program. These forms may include:
 - **Public meetings** that are held in person and are open to municipal residents. A webinar may be offered in conjunction with the public meeting as long as it is properly noticed, allows for a question-and-answer period, is recorded and placed on the program website, provides all required information, and includes a participation count.
 - **Information sessions** can be held as virtual-only events but must be a live event that is properly noticed, allows for a question-and-answer period, is recorded and placed on the program website, provides all required information, and includes a participation count.
- Supplemental forms of Outreach & Education may include:
 - **Electronic**
 - Digital advertisements, television or radio coverage, municipal communications such as emails, digital newsletter, social media, and other channels that reach all constituents.
 - **Physical**
 - Posters/Flyers
 - Newspaper print advertisements
 - Municipal communications such as printed newsletter
 - Additional mailing such as a post card
 - Tabling events with flyers performed in the CCA municipality
- Meeting notices must be provided in both physical and electronic formats, with multiple forms of each format, including, but not limited to, available municipality communications, the CCA Administrators' municipality specific CCA program webpage, newspapers, flyers, and radio announcements, with proof of such advertisements required for verification.
- Advertising for events must occur at least 10 days prior to the date of the event.
- A record of attendance must be kept.

At a minimum, Outreach & Education actions must include the following information:

- CCA Administrator name and, if applicable, Program name
- CCA Administrator contact information and program specific website link
- General information about the program
- Information to inform municipal residents of opt-out enrollment
- Information that informs customers how to read and comprehend their energy bills
- When available, contract terms, pricing, ability to opt-up or opt-down, price comparison including disclosing customers may pay a premium for renewable supply services though they will be contributing to NYS clean energy goals.

Public meeting requirements:

- **Pre-Contract Period:** At least 2 public in-person meeting must occur after the CCA enabling local law has been passed and before the program contract has

been awarded within the municipality that provides the details above. During this same period, at least 2 information sessions must be held for municipalities with more than 10,000 residents, and at least 1 information session must be held for municipalities with less than 10,000 residents. Additionally, at least 8 supplemental outreach events (4 electronic, 4 physical) must be held during this initial, pre-contract period for municipalities with more than 10,000 residents, and 4 supplemental outreach events (2 electronic, 2 physical) must be held for municipalities with less than 10,000 residents.

- Post-Contract Period:** At least 2 public in-person post-award meetings must be held within the municipality and include the specifics of the contract detailed above. For new programs, this meeting may occur either before the mailing of the opt-out letters or be included as part of the opt-out letter included in this submittal, all details of its planned date, time, and location must be included in the table below. For contract renewal post-award meetings, at least 2 public in-person meeting must occur after the program contract has been awarded and prior to opt- out letters being mailed and include the specifics of the contract detailed above. During this same period, at least 2 information sessions must be held for municipalities with more than 10,000 residents, and at least 1 information session must be held for municipalities with less than 10,000 residents. Additionally, at least 8 supplemental outreach events (4 electronic, 4 physical) must be held during this post-contract period for municipalities with more than 10,000 residents, and 4 supplemental outreach events (2 electronic, 2 physical) must be held for municipalities with less than 10,000 residents.
- Opt-Out Period:** At least 1 public in-person meeting must be held during the opt-out period. During this same period, at least 2 information sessions must be held for municipalities with more than 10,000 residents, and at least 1 information session must be held for municipalities with less than 10,000 residents. Details pertaining to these information sessions, or a link to the municipality CCA program webpage that includes those details, should continue to be advertised on the opt-out notification letter. Additionally, at least 8 supplemental outreach events (4 electronic, 4 physical) must be held during this post-contract period for municipalities with more than 10,000 residents, and 4 supplemental outreach events (2 electronic, 2 physical) must be held for municipalities with less than 10,000 residents.

Municipality Size	Minimum 60 day Initial Period Requirements	Minimum 30 day Post-Award Period Requirements	Minimum 30 day Opt-Out Period Requirements
<10,000 Residents	2 Public Meetings 1 Information Session 4 Supplemental: 2 Electronic & 2 Physical	2 Public Meetings 1 Information Session 4 Supplemental: 2 Electronic & 2 Physical	1 Public Meeting 1 Information Session 4 Supplemental: 2 Electronic & 2 Physical

>10,000 Residents	2 Public Meetings	2 Public Meetings	1 Public Meeting
	2 Information Sessions	2 Information Sessions	2 Information Sessions
	8 Supplemental: 4 Electronic & 4 Physical	8 Supplemental: 4 Electronic & 4 Physical	8 Supplemental: 4 Electronic & 4 Physical

- If the municipality does not have a meeting space to hold the public meeting, these in-person meetings may be held outside of the municipality, and the CCA Administrator must provide additional documentation outlining these circumstances which include an acknowledgement from the Municipal Official
- Announcements of public meetings/events are not considered Outreach & Education on their own unless they also include comprehensive educational information about the program, as detailed above in the minimum information requirements.

The Outreach & Education record below must clearly record the outreach & education action and include the links for the supporting documentation.

- Supporting documentation that cannot be linked should be attached to this document and filed as part of this pdf.
- Provide additional supporting documentation detailing why any outreach and education meeting was held outside of the municipality, if applicable.
- **For contract renewals** (no gap in providing service) please skip to Part 5 – Post Award Meeting.

Please identify the beginning and end dates of the required 60-day minimum pre-contract Outreach and Education period.

Outreach & Education Period Start Date	Outreach & Education Period End Date

Type of Outreach & Education	Location & Short Description	Date	Notice Date & Source*	Number of Participants
	Links for supporting documentation, ie: meeting advertisement, webinar link, radio file, receipts for dates, etc.			
	Links for supporting documentation, ie: meeting advertisement, webinar link, radio file, receipts for dates, etc.			
	Links for supporting documentation, ie: meeting advertisement, webinar link, radio file, receipts for dates, etc.			
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Type of Outreach & Education		Location & Short Description	Date	Notice Date & Source*	Number of Participants
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	Links for supporting documentation, ie: meeting advertisement, webinar link, radio file, receipts for dates, etc.				

	Links for supporting documentation, ie: meeting advertisement, webinar link, radio file, receipts for dates, etc.			

***A minimum 15-day notice**

Part 4 – Energy Services Agreement/Contract Award Information

Date Contract Awarded		Contract Start Date	Contract End Date
06/20/2025		12/01/2025	11/30/2027
Energy Service Entity (ESE)			
Constellation NewEnergy, Inc.			
Utility Service Territory(s)		Default Product Offering Name	
NYSEG		100% Renewable	
Number of ESEs RFPwas sent to	Number of RFP responses	Admin Fee Amount	Supply Load Zone or Region
23	2	\$0.00175	Lower Hudson Valley

Utility Posted 12-Month Trailing Average
\$0.00000/kWh or \$0.00000/Therm

At time of ESA signing:

Residential	0.085039
Small-Commercial	0.084545

From: 04/2024 To: 03/2025

At time of Municipality Filing:

Residential	0.094517
Small-Commercial	0.094759

From: 07/2024 To: 06/2025

□

Please provide the below information regarding the opt-out supply offerings. If offering a fixed-rate standard product, the price is limited to an amount no greater than 5% of the utility trailing 12-month average supply rate.

Product	Product Price (\$0.00000)	Percentage Difference between Product Price and Utility 12-Month Trailing Avg. at time of ESA signing	Percentage Difference between Product Price and Utility 12-Month Trailing Avg. at time of Municipality Filing	Customer Class
100% Renewable	0.12321	44.89%	30.36%	Residential
100% Renewable	0.12321	45.73%	30.02%	Small Business
Renewable	0.11749	38.16%	24.31%	Residential
Renewable	0.11749	38.97%	23.99%	Small Business

Municipal Specific Attestation

☒ By checking this box, I attest that I understand that customers participating in this program will pay a premium above the utility's rate for a renewable product offering.

☒ I understand the contracted rates above are the identified percentage higher than the utility's 12-month trailing average at this time.

Signed by: Kevin Hansan Title: Supervisor
 Municipal Official Signature: 6626285E45A64F5...
 Print Name: Kevin Hansan Date: 10/1/2025

Product Specific Requirement Attestation

☒ By checking this box, I attest that I understand the specific product requirements listed below, even if it is not a product currently being offered.

- All renewable products must state the percentage of energy that comes from renewable sources in the Product Name.
- All products that serve APP customers have a Staff approved guaranteed savings product and comply with all other ESCO requirements outside of the

CCA program.

- All fixed rate standard product offerings are limited to a price no greater than the trailing 12-month average utility supply rate plus a 5% premium.

Part 5 – Post Contract Information

Please provide the details of the required additional post contract award outreach and education actions that have occurred within the municipality.

- For contract renewals, please provide the information for the completed post contract meetings below, which will be completed prior to opt-out letter mailings.

Please identify the beginning and end dates of the required 30-day minimum post-contract Outreach and Education period.

Outreach & Education Period Start Date	Outreach & Education Period End Date
8/30/2025	9/29/2025

Type of Outreach & Education	Location	Date	Notice Date & Source*	Number of Participants
Physical Supplemental Outreach	Posting flyers in the Pound Ridge community	8/30/2025	NA	NA
Pound Ridge supporting documentation: https://docs.google.com/document/d/170hVVyX48E6rQ7zh2uUoCcXq7D8ZDZkG40VMO5AlzD0/edit?tab=t.0#heading=h.jh5bu28vuv82				
Electronic Supplemental Outreach	Town of Pound Ridge website post about new contract information and meeting notices	9/5/2025	NA	NA
Pound Ridge supporting documentation: https://docs.google.com/document/d/170hVVyX48E6rQ7zh2uUoCcXq7D8ZDZkG40VMO5AlzD0/edit?tab=t.0#heading=h.fmtkybwdjy42				
Electronic Supplemental Outreach	Ad in Patch with new contract information and meeting notices	9/6/2025	NA	NA

Pound Ridge supporting documentation: https://docs.google.com/document/d/170hVVyX48E6rQ7zh2uUoCcXq7D8ZDZkG40VMO5AlzD0/edit?tab=t.0#heading=h.w00zcfi2cmkm					
Virtual Online information session	Online at Google Meet	9/16/2025	Flyers 8/30; Town website 9/5; Journal News print 9/5; Patch Ads 9/6	0	
Pound Ridge supporting documentation: https://docs.google.com/document/d/170hVVyX48E6rQ7zh2uUoCcXq7D8ZDZkG40VMO5AlzD0/edit?tab=t.0#heading=h.fnddvwmxltoz					
Physical Supplemental Outreach	Print Ad in the Recorder print edition with new contract information	9/19/2025	NA	NA	
Pound Ridge supporting documentation: https://docs.google.com/document/d/170hVVyX48E6rQ7zh2uUoCcXq7D8ZDZkG40VMO5AlzD0/edit?tab=t.0#heading=h.pahr8pos2p4					
Physical Supplemental Outreach	Print Ad in the Journal News print edition with new contract information	9/21/2025	NA	NA	
Pound Ridge supporting documentation: https://docs.google.com/document/d/170hVVyX48E6rQ7zh2uUoCcXq7D8ZDZkG40VMO5AlzD0/edit?tab=t.0#heading=h.2z90z014ooyh					
Virtual Online information session	Online at Google Meet	9/22/2025	Flyers 8/30; Town website 9/5; Journal News print 9/5; Patch Ads 9/6	0	
Pound Ridge supporting documentation: https://docs.google.com/document/d/170hVVyX48E6rQ7zh2uUoCcXq7D8ZDZkG40VMO5AlzD0/edit?tab=t.0#heading=h.9e1k0lfu4f8q					
In-person Public Meeting	Public presentation at the Pound Ridge library	9/28/2025 12PM	Flyers 8/30; Town website 9/5; Journal News print 9/5; Patch Ads 9/6	0	
Pound Ridge supporting documentation: https://docs.google.com/document/d/170hVVyX48E6rQ7zh2uUoCcXq7D8ZDZkG40VMO5AlzD0/edit?tab=t.0#heading=h.oy3q4raysxxh					

In-person Public Meeting	Public presentation at the Pound Ridge library	9/28/2025 5PM	Flyers 8/30; Town website 9/5; Journal News print 9/5; Patch Ads 9/6	0
Pound Ridge supporting documentation: https://docs.google.com/document/d/170hVVyX48E6rQ7zh2uUoCcXq7D8ZDZkG40VMO5AlzD0/edit?tab=t.0#heading=h.yubtv39ovndi				

Part 6 – Required Documents

The below documents are required to be included when filing the Municipality Filing for approval. **Failure to provide any of the below documents will result in the filing being rejected.** Please check the boxes for each document, attesting that it has been included in the filing.

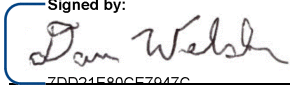
- ☐ Local Law enabling CCA programs with proof of filing with the Department of State*
- ☒ Request for Proposal sent to ESEs
- ☒ Signed Energy Service Agreement
- ☒ Newly Eligible Opt-Out Letter
- ☒ FAQ Document

*Proof of Local Law not required for contract renewals or extensions.

Part 7 – Attestation

By signing this form, I am attesting to the following:

- the answers and any materials provided with this form are complete and accurate;
- I understand that a CCA Administrator that knowingly makes false statements can be subject to denial or revocation of Commission authorization for the CCA Administrator and for any of its operating CCA programs;
- the Administrator website has been updated to accurately convey specific program information;
- I understand that the CCA Administrator must file a Notice of Intent in DMM Case #14-M-0224 when a contract is 120 days from the date of the expiration, advising of the intent of the municipalities that are part of the ESA, including the plans for either seeking another contract, renewing the existing contract, or discontinuing in the program. Any updates or changes to the municipality's plan, the CCA Administrator must file an updated notification of intent.
- I understand that filing this document does not guarantee approval and that opt-out letters cannot be mailed until after a Staff approval letter has been filed in DMM Case #14-M-0224.

Signed by:  Title: Program Director

CCA Administrator Signature: 7DD34E80CE7047C...

Print Name: Dan Welsh Date: 10/1/2025



CCA Municipal Attestation of Program Requirements

This form must be signed and dated by the municipal representative and submitted as part of the Municipal Filing.

Municipalities who choose to implement a CCA program are entitled to:

- Assistance from New York State Energy Research and Development Authority (NYSERDA) when implementing an opt-out supply CCA program as part of Clean Energy Community program.
- Not include the name of a specific CCA Administrator as part of the Local Law.
- A clear description of the services offered by the CCA Administrator including all terms and conditions of the agreement.
- Include terms or requirements in the agreement with the CCA Administrator such as requiring reporting on participation numbers and/or pricing.
- Contract with multiple Administrators for different product offerings.
- Discontinue services with the CCA Administrator consistent with the terms of the agreement between the Municipality and the CCA Administrator, if one exists.
- Decline to enter an Energy Service Agreement (ESA) for any reason and request another bid or choose another CCA Administrator.
- Perform or requiring performance of outreach and education actions outside of what was included in the outreach and education plan.
- File a complaint with the Department of Public Service regarding difficulties with the CCA Administrator, Utility, or Energy Service Entity (ESE).

Municipalities who choose to implement a CCA program are responsible for:

- Ensuring all the Commission requirements have been met, even when they have contracted with a CCA Administrator.
- Passing a Local Law that includes the specific opt-out product offering.
- Supporting community awareness of the opt-out CCA program by ensuring the outreach and education plan is tailored to the municipal population.
- Understanding the potential customer bill impacts when signing an ESA for supply services.
- Ensuring the contract terms and pricing, including potential bill impacts, are clearly presented to the municipal population.
- Recording customer complaints and providing the numbers and reasons as part of the Annual Reporting requirements. Also, for issues that need resolution, like billing issues, municipalities shall provide the individual with the appropriate contact for resolution, such as the number for the CCA Administrator, utility, or DPS Office of Consumer Services.

Available Resources

- [NYSERDA CCA Toolkit](#):¹ A toolkit to assist local governments and CCA Administrators to develop CCA programs in New York State.
- [DPS CCA Webpage](#):² CCA information and the requirements for implementing a CCA Program.

Municipal Official Signature

By signing below, I hereby acknowledge that I have completely read and fully comprehend the above text and that my signature represents the Town Pound Ridge's willingness to join the CCA program.

Signed by:
Name: Kevin Hanson Date: 10/1/2025
6626205E45A64F5...
Title: Supervisor

¹ Available at: <https://www.nyserda.ny.gov/All-Programs/Clean-Energy-Communities/How-It-Works/Toolkits/Community-Choice-Aggregation>

² Available at: <https://dps.ny.gov/community-choice-aggregation>

WESTCHESTER POWER

NYSEG Territory Aggregation

ELECTRIC AGGREGATION PROGRAM RFP

August 8, 2024



**SUSTAINABLE WESTCHESTER
WESTCHESTER POWER
CCA PROGRAM**

REQUEST FOR PROPOSALS

**Accounts Served by
NYSEG Utility Territory**

June 3, 2025

Responses must be received on or before June 16, 2025 at 12PM
and must be submitted by email to dan@sustainablewestchester.org,
luke@auctionenergy.com, & te.pricing@transparentedge.com.

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Purpose

Sustainable Westchester, Inc. (“SW”) seeks, via this Request for Proposals (“RFP”), an Energy Services Company or Companies (“ESCO”) licensed to supply electricity in New York State to supply electric power to municipalities in the NYSEG utility service area that participate (“Participating Municipalities”) in the Westchester Power Community Choice Aggregation (“CCA”) Program (“CCA Program”).

The selected ESCO/s will sign an Electric Service Agreement (“ESA”) with Participating Municipalities and SW to supply electricity for the CCA Program that will begin with participating customers’ first meter read date on or after December 1, 2025, in accordance with terms and specifications described in this RFP and its attachments. This ESA will be substantially in the form of the 2025 NYSEG ESA Template as posted on the RFP webpage at:

<https://sustainablewestchester.org/wp/bids-2025-nyseg-rfp/>

RFP Submission and Bidding Process Overview

The bidding process for the 2025 NYSEG ESA is being managed by SW’s Auction Service consultant, AuctionUREnergy, with the assistance of Transparent Energy.

Bidders should review this RFP document and:

- 1. Fill in the “Basic Company Information” in Attachment 1 and provide the information requested in Attachment 2
- 2. Initial the “Acknowledgement of Key Elements of the Electric Service Agreement”

3. Sign and return this document to the contacts indicated
4. Coordinate with Jamil Ahmed and Transparent Energy's pricing desk for details of participating in the final bid submission.

2025 Westchester Power NYSEG Contract Schedule

- RFP period to response submission: June 6 – June 16
- Selection and notification of winning bid (Executable bid due): June 18
- Contract document finalization and execution: June 19-26
- Notification mailing prep / mailing: Mid-September to early October
- Opt Out Period: Mid October to Mid November
- Enrollment Data Submitted: Mid – November
- Service starts on first participating customer meter read date on or after December 1, 2025

Electric Service Agreement Template

The ESA template follows previous contracts in substance, adheres to current program requirements set out by the New York Public Service Commission (PSC) and New York Department of Public Service (DPS), and has been accepted by our municipal participants. Accordingly, we do not have the flexibility to make material changes. Respondents are nevertheless welcome to submit comments. Questions are welcome and answers deemed to be applicable to the RFP as a whole will be posted at the above link.

Background

CCAs in New York State are enabled and governed by the Order Authorizing Framework for Community Choice Aggregation Opt-Out Program (Case 14-M-0224, Proceeding on Motion of the Commission to Enable Community Choice Aggregation) ("Initial CCA Framework Order") issued by the PSC on April 21, 2016, as well as and the January 19, 2023 "Order Modifying Community Choice Aggregation Programs and Establishing Further Process" (the "CCA Framework Modification Order," and together with the Initial CCA Framework Order, the "CCA Framework Orders"). The CCA Framework Orders are provided for download on the RFP web page.

ESCOs that submit a response to this RFP (“Respondents”) must comply with the CCA Framework Orders, other applicable CCA Rules issued by the DPS, and subsequent clarifying orders, as well as all requirements of this RFP and its attachments.

The Westchester Power Program is the first CCA in New York State, having been authorized initially as a pilot under the PSC’s Order Granting Petition in Part (Case 14-M-0564, Petition of Sustainable Westchester for Expedited Approval for the Implementation of a Pilot Community Choice Aggregation Program within the County of Westchester), issued February 26, 2015.

SW is a 501(c)(3) non-profit organization with 45 member municipalities (44 Villages, Towns and Cities, as well as Westchester County). SW serves as the administrator for the CCA Program (“CCA Program Administrator”), organizing the procurement, overseeing ESCO performance under the ESAs, organizing educational outreach activities and, in conjunction with the ESCO, providing customer service. Under the CCA Framework Order & CCA Rules, SW is further tasked, as CCA Program Administrator, with working with ESCOs, municipalities and other parties to promote other elements of the NY State “Reforming the Energy Vision” (“REV”) energy plan.

The CCA Program has been in operation since 2016 when it launched with 20 municipalities, 17 in the Consolidated Edison service territory, and 4 in NYSEG territory (Bedford is in both). The current ESA for the NYSEG service territory (“2024 NYSEG ESA”) terminates on November 30, 2025.

Eligible Customer Classes

Under the CCA Framework Order, all customers in the Residential and Small Commercial service classes are eligible for opt-out treatment in CCAs, however, the CCA Program does not have a time-of-use product offering for electricity supply and so NYSEG time-of-use supply service classes are not treated as opt-out eligible. Accounts with time-of-use service classes can opt in to the program fixed rate. Energy Assistance Program Participants are not eligible to participate.

The current enrollments in the 2025 NYSEG ESA include the following service classes:

Residential classes – opt-out eligible

- 12001 - Residential Service

Small commercial class – opt-out eligible

- 12006 – General Service

Residential classes – not opt-out eligible (previously opted-in)

- 12008 – Residential day/night service
- 120012 – Residential time of use service

Small commercial class – not opt-out eligible (previously opted in)

- 12009 – Non-residential day/night service
- 12005 – Outdoor lighting

2025 NYSEG MOUs

An executed Memorandum of Understanding (MOU) commits a municipality to signing the 2025 NYSEG ESA if compliant bids are received and a winning supplier is selected. All of the executed MOUs of Participating Municipalities as of the issuance of this RFP are posted on the RFP web page. The chart below indicates the status of each participating municipality.

Participating Municipalities & Current MOU Status

	Muni	Date of Local Enabling Law	Default Product	MOU Status
1	Town of Bedford	July 7, 2015	100%	Posted
2	Town of North Salem	November 7, 2018	50%	Posted
3	Town of Pound Ridge	October 22, 2018	50%	Posted

The “Default Product” column indicates the default product each municipality has selected.

Aggregated Data

The CCA Framework Order provides that SW may share with Respondents certain aggregated utility data (“Aggregated Data”) for each Participating Municipality. This includes the number of eligible customers by service class, the aggregated peak demand (kW) (for electricity) by month for the past 12 months by service class to the extent

possible, and the aggregated energy (kWh) for electricity by month for the past 12 months by service class. Per DPS, this Aggregated Data shall not include any data for any service class that contains so few customers, or in which one customer makes up such a large portion of the load, that the aggregated information could provide significant information about an individual customer's usage.

The Aggregated Data will be provided to bidders after receipt of an executed copy of the Data Confidentiality Agreement. This authorization to use the Aggregated Data expires on November 30, 2025.

Acknowledgement of Key Elements of the Electric Service Agreement

- a) Upon completion of the RFP, the Selected ESCO/s will be expected to enter into an ESA substantially in the form of the 2025 NYSEG ESA with Participating Municipalities and SW. The 2025 NYSEG ESA grants the Selected ESCO/s the exclusive right to be the default provider of Firm Full-Requirements Power Supply to participating residents and small businesses in each of the Participating Municipalities. The Respondent must provide 100% of the electricity supply requirements for these accounts.
- b) The Selected ESCO/s must coordinate with Participating Municipalities' designated staff, SW, and its partners in order to deliver services required under the ESA.
- c) The Selected ESCO/s warrants that it has internal monitoring procedures and processes to ensure faithful performance of the 2025 NYSEG ESA and compliance.
- d) NYSEG remains responsible for delivering power through its transmission and distribution systems and for maintaining system reliability. Selected ESCO/s shall notify Participating Consumers that if they have service reliability problems, they should contact the appropriate utility for repairs.
- e) The Selected ESCO/s will arrange for a single consolidated utility bill to be sent to Participating Consumers by the appropriate utility.
- f) Collection and credit procedures are to be the responsibility of NYSEG and the individual Participating Consumer. Participating Consumers will be required to remit and comply with the payment terms of NYSEG. Sustainable Westchester and the Participating Municipalities will not be responsible for late payment or non-payment

on the part of any of its Participating Consumers and will have no separate credit or deposit policy.

- g) The Selected ESCO/s will assist SW to develop performance reports to the PSC by providing tracking information related to price, service, participation rates, complaints, and other factors deemed as required. Reporting requirements are specified in the 2025 NYSEG ESA.
- h) The Selected ESCO/s must provide customer service for Participating Consumers comparable to that provided by utility customer representatives, including those requiring non-English verbal and written assistance. The Selected ESCO must provide customer service for hearing impaired Participating Consumers.
- i) SW will maintain a website with account management functionality (i.e., onboarding of opt in, opt out, and changes to other offered supply options). SW will then report this activity to the Selected ESCO, who must maintain a database to track account enrollment and billing data. The SW website will also provide basic information concerning the CCA Program and other resources as required by the CCA Rules.
- j) Opt-Out Notices shall be in the form mandated by the DPS. The Opt-Out Notices will be mailed at the expense of the Selected ESCO in accordance with the ESA.
- k) The Selected ESCO/s will coordinate with SW to establish the mailing list for the Opt-out Notices. In order to allow time for the 30 day opt-out and mandated rescission period, the notification letters for the launch of the 2025 NYSEG ESA should be mailed out in October 2025.
- l) In November of 2021 in CASE 20-M-0082 - Proceeding on Motion of the Commission Regarding Strategic Use of Energy Related Data, fees for provision of data by utilities to CCAs were eliminated, and as such there will be no fee for either aggregated data or detailed customer data for mailings.
- m) Selected ESCO/s shall pay a program management fee to SW and an auction service fee to the Auction Service Company, as set forth in Section 7.2 and 7.5 of the ESA.
- n) Selected ESCO/s shall, at its expense, print and mail one letter or postcard per year to all active Participating Consumers (additional to the initial Opt-out Notice and

subsequent newly eligible refreshes over a contract term), the design of which shall be determined by the Participating Municipalities and/or SW.

- o) SW requires certain data to be provided to it by the Selected ESCO on a regular schedule for the purposes of stakeholder reporting and customer service. The requirements are detailed in Exhibits B & C of the 2025 NYSEG ESA.

Respondent acknowledges the aforementioned elements of the Electric Service Agreement:

Initials

Compliant Bid Criteria

Respondents must submit a compliant bid that meets the below criteria (“Compliant Bid Criteria”)

1. Price

The price for Firm Full-Requirements Power Supply, as defined in the ESA, must meet the requirements specified in and the 2025 NYSEG ESA Template, be inclusive of fees owed to Program Manager, Auction Service Company and all other fees related to providing the 50% Renewable Clean Power Product, and the 100% Renewable Clean Power Product, as outlined below.

Bidders should include a NY Public Policy Transmission Costs charge of \$0.00391/kWh, and a charge of \$0.00155/kWh for Tier 1 Clean Energy Standard REC purchase obligations. No cost should be included in the fixed price for the NYSERDA Tier 2 REC program.

Future changes to these costs during the delivery term shall be passed through to customers as set forth in section 4.8.2 and 4.8.4 of Exhibit A in the 2025 NYSEG ESA.

2. Products

Respondents must provide an indicative supply quote for each of the two following electricity products in their RFP Submission:

- a. Standard Product that meets all New York State requirements including the New York Clean Energy Standard.
- b. 50% Renewable Clean Power Product, which is comprised of the Standard Product plus New York Voluntary Clean Power RECs as set out in Exhibit A of the 2025 NYSEG ESA Template. The 50% Renewable Clean Power Product includes a voluntary purchase of RECs, supporting the NY Environmental Disclosure Program that are sourced from New York Voluntary EDP Renewable RECs in an amount equal to 50% of the Participating Consumers' electricity usage including any additional RECs required to account for line loss. This is in addition to Competitive Supplier's obligation to make REC purchases associated with New York Clean Energy Standard requirements applicable to Competitive Supplier.
- c. 100% Renewable Clean Power Product, which comprises the Standard Product plus New York Voluntary Clean Power RECs as set out in Exhibit A of the 2025 NYSEG ESA Template. The 100% Renewable Clean Power Product includes a voluntary purchase of Renewable Energy Certificates ("RECs"), supporting the NY Environmental Disclosure Program that are sourced from New York Voluntary EDP Renewable RECs in an amount equal to 100% of the Participating Consumers' electricity usage including any additional RECs required to account for line loss. This is in addition to Competitive Supplier's obligation to make REC purchases associated with New York Clean Energy Standard requirements applicable to Competitive Supplier.

3. Terms

Respondents must provide supply quotes for the Products outlined above for the following terms:

- Required terms:
 - o 12 Month term

- 18 Month term
- 24 Month term
- Optional terms:
 - 36 Month term
 - Additional terms may be provided at Respondents desire to identify lower cost options

4. Tranches of Quotes

A unique set of bids consist of prices for all three products (standard, 50% renewable, 100% renewable) and required terms. The data provided has been divided into multiple tranches. Respondents must provide indicative supply quotes for each scenario below:

1. Aggregation of all accounts across all service classes - 1 unique set of bids
2. Aggregation of all residential service class accounts - 1 unique set of bids
3. Aggregation of all commercial service class accounts - 1 unique set of bids

RFP Submission and Bid Participation

RFP Submission

Respondents must deliver their response to this RFP, inclusive of indicative supply quotes, to the contacts indicated below via email by 12PM, EST, June 16, 2025, which date shall be subject to change based on review of RFP submissions or feedback from respondents. Please provide the name and contact information (phone, fax, email, cell phone number) for the sales representative that will accept and process the ESA. If different from the above, please also provide the name and contact information (phone, fax, email, cell phone number) for the sales representative that will manage the ESA.

Bid Platform Registration

Respondents must coordinate with the Transparent Energy team to submit final & executable bids through Transparent Energy's proprietary platform, which bids may be submitted as part of an auction to occur on a date provided by Transparent Energy, no

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earlier than June 18. Respondents are encouraged to have any existing Transparent Energy representative submit bids, however, Transparent Energy will provide additional training for other employees as needed.

Correspondence

Email submissions, and any questions and correspondence should be made to the following contacts at SW and its agents for this solicitation:

Dan Welsh
Westchester Power Program Director
dan@sustainablewestchesterpowers.org
(914) 242-4725 x 101

Luke McAuliffe
AuctionURenergy, Founder/President
luke@auctionurenergy.com
(917) 623-9554

Jamil Ahmed
Transparent Energy, VP of Operations
Te.pricing@transparentedge.com
(862) 210-8770

Requests for Clarification

Respondents are required to submit any question about the RFP to the email addresses indicated above. The deadline for receipt of questions is 2:00pm EST on June ##, 2025. Respondents are requested to keep all questions concise. For those questions deemed to be applicable to the RFP as a whole, SW will post questions and answers on the 2025 NYSEG RFP web page and notify all other Respondents by email.

Respondent Comments on ESA

If the Respondent is hesitant to agree to any of the Key Elements or any other clause of the ESA, please submit a detailed reason why.

Proposal Evaluation

- It is the intent of SW to select a single ESCO or multiple ESCOs to serve all Participating Municipalities through the CCA Program.
- This is a non-binding RFP.
- The award decision will be made on the basis of best value.
- SW reserves the right to ask for a “Best & Final” bid prior to award.
- SW will determine compliant bids based on the criteria described above.
- Respondents’ proposals, when submitted, become the property of SW. SW does not guarantee any award, whether partial or full, to any Respondent.
- SW reserves the right to disqualify from consideration any Respondent who does not comply with the conditions of this RFP.

Respondents’ proposals will be evaluated for the best value to Participating Municipalities based upon the following criteria. The weight of each criterion in the final selection decision is indicated by the percentage value assigned to it.

Evaluation Weighing

The price offered by the Respondent for the 100% Renewable Clean Power Product	45%
The price offered by the Respondent for the 50% Renewable Clean Power Product	40%
The Respondent’s qualifications as informed through the qualification review process, industry reputation, past performance as a program supplier (if applicable) and contribution to a competitive market	10%

The Respondent’s willingness to sign the ESA substantially in the form presented and/or adherence to key elements	5%
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Reservation of Rights

- This RFP is not an offer to purchase power supply and associated services.
- SW reserves the right to accept or reject any and all responses and also reserves the right to cancel or reissue this RFP at any time throughout the process.
- SW is not responsible for any costs incurred by other parties in the preparation of responses to this RFP.
- SW reserves the right to waive any RFP requirements that are not material.

Confidentiality and the New York State Freedom of Information Law

SW will treat all information provided by Respondents as public information following the conclusion of the selection process unless Respondent requests information to be treated as confidential at the time of bid submission. Any request for confidential treatment of information must be included in the cover letter of Respondent’s response and must explain why disclosure of the information is not in the best interest of the public and must then identify a specific basis under the New York State Freedom on Information Law (Public Officers Law, Article 6, Sections 84-90) for the exemption from disclosure of such information. The cover letter must also contain the name, address and telephone number of the individual authorized to respond to SW about the confidential nature of the information. If the Respondent designates any information in its proposal as confidential, the Respondent must also submit one (1) copy of the response from which confidential information has been redacted. The confidential material must be redacted in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the response as possible.

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Acknowledgement / Signature

Signature

Name of Signatory

Name of Company

Attachment 1 - Basic Company Information

Company Name:	
Principal Address:	
Submittal Contact Person:	
Contact Phone:	
Contact Fax:	
Contact Email:	
Contact Address:	

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Company Website:	
Business Type (C-Corp, S-Corp, Partnership, etc.):	
Describe your company's organization structure including parent, affiliate and subsidiary companies (if any):	
New York Office Address (if any):	

Attachment 2 - Questionnaire

(Supplementary attachments for the questions below are encouraged).

Authority To Supply

1. Is your company registered to serve both residential and commercial customers in NYSEG service territory?

Yes No

2. Has your company completed the EDI Testing process provided by NYSEG?

Yes No

Fixed price format

3. All of the supply options for the program must include electrical energy, capacity, reserves, and ancillary services, transmission services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply at a fixed contract price. Is your company willing to bid on supply contracts on that basis?

Yes No

Power and Renewable Energy

4. Please indicate any and all physical electric generation assets that are owned and or controlled by your company. Indicate whether ownership and/or control are

within your organization or a parent organization. If you do not intend to use your own generation, explain how your power will be sourced and your qualifications for trading electric contracts.

In March of 2018, the NY Public Service Commission clarified that renewable energy products offered by CCAs must comply with the environmental attribute and delivery rules of the PSC's Environmental Disclosure Program.

5. Please indicate your capability to serve a large number of "green" customers, including your procedure for buying and registering RECs so that individual communities are credited for this in NY Environmental Disclosure Program reporting.

Experience

6. Indicate how many years you have been in the electric supply business. List all states in which you are currently licensed to supply electric generation (if applicable). What year did your company begin selling electricity to retail customers in the U.S.? In NY State?

7. List any CCA Programs that you have served or are currently serving.

8. Please include information on the number of residential accounts currently served through CCA programs. Please list the estimated number of accounts served, broken down by state and by year.

9. Please provide CCA references. Include the name, address, contact person and phone number of each community. Briefly describe the product or service provided to each community.

Financial ability to undertake

The financial strength and stability of the potential supplier are key evaluation criteria. Please provide sufficient evidence to support this review.

10. Is your company a publicly traded firm?

Yes No

11. If not, please provide three consecutive years of audited financial statements. (These will be treated with confidentiality and not released to any third party).

12. Has your company or its affiliates ever defaulted or threatened to default on a contract in the municipal aggregation space?

13. If an affiliate, do you have a Parental Guarantee from the parent company that is sufficient to cover the exposure of your portfolio with this buying group added?

Yes No

14. Is your company's debt considered investment grade by a major credit agency?

15. What is the rating of your company's or parent company's long-term unsecured debt?

Moody's

Standard & Poor's

16. Has your company filed for bankruptcy in the past three years?

Yes No

Data and mailing costs

17. The selected ESCO will be responsible for all costs associated with the duplication and mailing of the opt-out notices.

Concur? Yes No

18. The selected ESCO will be responsible for all costs associated with the duplication and mailing of additional mailing set out in 5.7 of the Electric Service Agreement.

Concur? Yes No

Customer Service Operations

SW has historically maintained a customer service operation for first-line phone customer interaction. Many of the questions that come in concern the basic nature of the program, the participation of the municipality, opt-in and opt-out processes, green energy, etc., and we have found that our familiarity with the local backdrop and program history is an advantage in those dialogues. Although SW may elect to continue to do so in its sole discretion, in accordance with Section 5.2 of the 2025 NYSEG ESA, the selected ESCO will be required to maintain full customer service capability to respond to customer service inquiries from the public.

19. Describe your customer service resources and systems. In what countries are your call centers? Where is your primary call center located? What are its hours of operation?

20. Describe your process for handling billing inquiries or disputes. Please provide an average timeframe for answering requests for billing inquiries and number of inquiries handled in an average month.

21. The CCA program is different from traditional retail ESCO business in significant ways. How will you ensure that your customer service staff are knowledgeable about the program?

22. ESCO and CCA rules require that Limited English Proficient (LEP) customers be provided program information and are generally served in their native/primary languages. Please describe your capabilities and processes for non-English translation and interpretation.

CCA Enrollment

23. The PSC Order and CCA Rules governing CCAs set out the requirements for the opt-out process. The selected ESCO will execute the opt-out mailings in coordination with SW. The opt-out package shall include a frequently asked questions sheet with the opt-out letter itself. The initial notification mailing shall be mailed so as to allow for transition by customers to the new contract on the first meter read after the nominal start date set out in the 2025 NYSEG ESA, and after: a) the contract between the selected ESCO and the Municipality has been signed, and b) the ESCO has been provided the customer mailing list. The mailing list will be comprised of current customers plus the Newly Eligible customer list obtained from the utility.

Concur? Yes No

24. The utility provides "Newly Eligible" files for customers that become opt-out enrollment eligible within a Participating Municipality upon the Administrator's request during the term of the supply agreement. The schedule for Newly Opt-out Eligible Customer mailings is set out in the 2025 NYSEG ESA. Eligible customers who have previously opted out of the program will not be automatically re-enrolled in the program unless the customer elects to opt-in. The selected ESCO shall execute the opt-out mailing and enrollment process for these.

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Concur? Yes No

25. At the end of the term of this agreement, if the agreement has not been renewed, the ESCO will return all participating customers to the utility.

Concur? Yes No

26. Customers will have the right to opt out or opt in at any time with no fee or penalty.

Concur? Yes No

27. Customers will have the right to switch between supply options at any time with no fee or penalty.

Concur? Yes No

Taxes and compliance with applicable laws

28. Your company will be responsible for ensuring that all federal, state and local laws are followed.

Concur? Yes No

29. Your company will be responsible for fulfilling all requirements necessary to conduct business in the individual member communities' service territory.

Concur? Yes No

30. Your company will be responsible for collecting and remitting all applicable taxes, including local gross receipts tax where assessed.

Concur? Yes No

Additional energy and cost saving measures

31. CCAs offer a unique opportunity to introduce customers to energy saving and other related value added products. Please describe any such products and services that you currently market to your CCA or retail customers and which, if any, of those products and services you feel might be of benefit to our customers and would like to offer.

Data Systems, Provision of Data

32. Please confirm your Electronic Data Interchange computer network is fully functional at all times and includes backup file saving systems, and is capable of handling NYSEG's residential and small commercial retail electric customers for this aggregation.

Confirm? Yes No

33. In order for program administrators and participants to have visibility into their participation with the program, your company will provide data by secure means, in a regular format, on a weekly basis to our data service company. The data files and formats are set out in the 2025 NYSEG ESA, and generally should include:

- a. Customer records will contain, among other fields, basic contact & billing information.
- b. Retailer Contract Account records will define what Contract Type is active with the Customer, as well as what was applied to any given invoice. They will include, among other fields, the rate, start date, and expiration date of

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the contract.

- c. Invoice Records will contain information relating to the billing period, charges billed, kWh billed for, and any additional fees put to the Customer.
- d. Utility Account Records will contain information relating to the Utility Account, including Distribution Company, Account Number, Read Cycle, Service Address, Rate Class, and Meter Number.

Concur?	Yes	No
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Electric Service Agreement

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

This Electric Service Agreement is by and between the Town of Pound Ridge,
Constellation New Energy, Inc., and Sustainable Westchester

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RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

PSC in Case 14-M-0224 (the “CCA Framework Modification Order”), and the Order Modifying Outreach and Education Requirements and Directing Program Evaluation in Case 14-M-0224.

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

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

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

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

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

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

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

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

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

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

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

1.17 ESA - This Electric Service Agreement.

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

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

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

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

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

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

1.24 Governmental Rule - Any law, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, or similar form of decision of any Governmental Authority having the effect and force of law, including but not limited to the CCA Orders..

1.25 kWh, kW - Kilowatt-hour and kilowatt, respectively.

1.26 Local Law – A local law or ordinance, adopted by Municipality according to General Municipal Law, which authorizes Municipality to join the Sustainable Westchester Community Choice Program.

1.27 Memorandum of Understanding 2025 – Binding agreement between Municipality and Program Manager authorizing Sustainable Westchester to administer the Program.

1.28 Newly Opt-Out Eligible Customers – Residential and small commercial customers of electricity that become Opt-out Eligible Customers after the Effective Date, including those that move into Municipality and those who complete or terminate other 3rd party supply contracts and have returned to Default Service, provided these customers have not previously opted out of the Program.

1.29 New Taxes - Any taxes not in effect as of the Effective Date enacted by a Governmental Authority or the Municipality, to be effective after the Effective Date with respect to Firm Full- Requirements Power Supply, or any Governmental Rule enacted and effective after the Effective Date resulting in application of any existing tax for the first time to Participating Customers.

1.30 Nominal Start Date – December 1, 2025.

1.31 NYISO - The New York Independent System Operator, or such successor or other entity which oversees the integrated dispatch of power plants in New York and the bulk transmission of electricity throughout the New York power grid.

1.32 Opt-out Eligible Customers - Eligible Customers that are eligible for Opt-out treatment as delineated in the CCA Framework Order and the CCA Framework Modification Order, but shall not include customers in service classes SC8, SC12, and SC13. For the avoidance of doubt, Opt-out Eligible Customers shall not include customers that have previously opted out of the Program.

1.33 Participating Customers - Eligible Customers enrolled in the Program, including Opt-out Eligible Customers who have been enrolled subsequent to the opt-out process and other customers who have been enrolled after opting in.

1.34 Parties - The Municipality, the Program Manager, and the Competitive Supplier, as the context requires. In the singular, "Party" shall refer to any one of the preceding.

1.35 Point of Delivery - The boundary of the Distribution Utility's electricity franchise, or the point at which the Competitive Supplier delivers the power to the Distribution Utility

1.36 Point of Sale - The electric meter for each Participating Customer's account, as designated by the Distribution Utility, such that all line loss costs are included in Competitive

Supplier price to bring power to the meter.

1.36 Program - Sustainable Westchester Community Choice Aggregation Program.

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

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

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

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

1.41 Retail Price - As set forth in Exhibit A.

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

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

1.44 Term - As defined in Article 4.1.

1.45 Uniform Business Practices – Regulations governing the business practices of utilities and Energy Services Companies with regards to service, billing, marketing, data, and customer rights, issued by the New York State Public Service Commission (Case 98-M-1343), as may be amended from time to time.

ARTICLE 2 RIGHTS GRANTED

2.1 GENERAL DESCRIPTION AND LIMITATIONS

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

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

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

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

Municipality, Program Manager, or Distribution Utility's negligent act or omission or breach of this ESA.

2.2 NO THIRD-PARTY BENEFICIARIES

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

2.3 COMPLIANCE WITH LAWS

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

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

2.4 CONDITIONS PRECEDENT

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

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

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

2.5 OWNERSHIP AND USE OF ELIGIBLE CUSTOMER DATA

Competitive Supplier acknowledges that: 1) all Eligible Customer data (including addresses, telephone numbers or other identifying information) made available to Competitive Supplier as an agent of Municipality for such data must be protected by the Competitive Supplier and its Associated Entities to the fullest extent possible under the law; 2) the Competitive Supplier does not hold any permanent right, title or interest in this data; and 3) this data is to be obtained, retained and used by the Competitive Supplier and its Associated Entities solely to provide Firm Full-Requirements Power Supply to Participating Customers and to render other services expressly required or permitted under this ESA. Any other use of Eligible Customer data

without the prior written consent of the Municipality is strictly prohibited.

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

ARTICLE 3 CUSTOMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

3.1 CUSTOMER CHOICE

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

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

Consistent with the requirements of any applicable Governmental Rules, and within a reasonable time after the Distribution Utility notifies Competitive Supplier of the existence of a Newly Opt-out Eligible Customer and has provided to Competitive Supplier such Newly Opt-out Eligible Customer's account number, service and billing address, and other pertinent contact information, Competitive Supplier shall notify such Newly Opt-out Eligible Customer (i) of the date on which such Newly Opt-out Eligible Customer will be automatically enrolled in the Program, and (ii)

that the Competitive Supplier will be providing Firm Full-Requirements Power Supply to such Newly Opt-out Eligible Customer as of the same date, subject to the opt-out provisions of the PSC Orders, Local Law, and the Program ("Opt-Out Notice"). The Opt-Out Notice shall be mailed to each such Newly Opt-out Eligible Customer prior to the date of automatic enrollment and shall: (i) prominently state all charges to be assessed by the Competitive Supplier; (ii) at a minimum, provide a summary of the prices and terms included in Exhibit A; (iii) state how such Newly Opt-out Eligible Customer may opt-out of the Program prior to enrollment and remain on Default Service from the Distribution Utility; and (iv) state how all Participating Customers, subsequent to enrollment, will also have the right to opt-out at any time and return to Default Service or choose a new Competitive Supplier without paying a fee or penalty to Competitive Supplier. All such notices must be approved in advance by the Municipality. The Parties understand that with respect to official communications, time is of the essence.

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

3.3 CUSTOMER AWARENESS

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

3.4 ENROLLMENT

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

3.4.2 Newly Opt-out Eligible Customers - If Newly Opt-out Eligible Customers elect not to opt-out of the Program as provided in Article 3.2, such Newly Opt-out Eligible Customers will be automatically enrolled by Competitive Supplier in the Program. These Newly Opt-out Eligible

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

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

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

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

ARTICLE 4 TERM OF CONTRACT AND TERMINATION

4.1 TERM

This ESA shall commence on the Effective Date, provided, however, that Competitive Supplier's obligation to provide Firm Full-Requirements Power Supply shall commence on the Service Commencement Date, and shall terminate as delineated in Exhibit A, unless this ESA is

terminated earlier under Article 4.2 below ("Term").

4.2 TERMINATION

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

- a) by the Municipality, or the Competitive Supplier, if the other Party fails to remedy or cure any breach of any material provision or condition of this ESA (including, but not limited to, Article 2.5 and Article 9), but excluding the failure to provide or arrange for Firm Full-Requirements Power Supply, which is addressed in Article 4.2(f), within sixty (60) days following written notice to do so by the non-breaching party; or
- b) by the Municipality, or the Competitive Supplier, if any material provision or condition of this ESA be finally adjudged invalid by any court of competent jurisdiction, or if any Governmental Authority exercises any lawful jurisdiction so as to invalidate or disapprove this ESA in whole or in significant part; or
- c) by the Municipality, if a Regulatory Event that is not a Qualifying Regulatory Event affects the Competitive Supplier and Competitive Supplier incurs costs and chooses to allocate and collect excess costs from Participating Customers; or
- d) by the Municipality, if a court, PSC or other lawful authority adjudicates contrary to Article 6; or
- e) by the Municipality, i) if an order is entered against the Competitive Supplier approving a petition for an arrangement, liquidation, dissolution or similar relief relating to Bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (ii) immediately if the Competitive Supplier shall file a voluntary petition in Bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to Bankruptcy, insolvency or other relief for debtors or shall seek, consent to, or acquiesce in appointment of any trustee, receiver, or liquidation of any of Competitive Supplier's property; or
- f) notwithstanding the foregoing, the failure of Competitive Supplier to provide or arrange for Firm Full-Requirements Power Supply to Participating Customers, in the absence of Force Majeure or the Municipality's failure to perform, shall constitute an act of default, and the Municipality may terminate this ESA upon giving written notice and without a cure period. In the event the Competitive Supplier has performed its obligations hereunder and its failure to arrange for or provide Firm Full-Requirements Power Supply is a direct result of actions or non-actions by any transmission service provider, the Distribution Utility, or the NYISO, the Competitive Supplier's failure shall not be deemed to be an act of immediate default and would be subject to remedy or cure as provided in Article 4.2(a).

4.3 OBLIGATIONS UPON TERMINATION

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

Upon termination of this ESA, Competitive Supplier shall have all Participating Customers switched back to obtaining supply from the Distribution Utility or another supplier by submitting drop requests of all Participating Customers via EDI or alternative data protocol to the Distribution Utility in a form acceptable to the Distribution Utility. Competitive Supplier shall provide written notice to Program Manager at least sixty (60) days prior to submitting any such Participating Customer drop requests in accordance with Article 4.3, which notice shall

include the timing of submission of such requests to the Distribution Utility, that Competitive Supplier intends to be executed before or in anticipation of the termination of this ESA; provided, however, that Competitive Supplier's notice obligation shall not apply to any Participating Customer drop that is initiated by a Participating Customer.

4.4 EXTENSION

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

ARTICLE 5 CONTINUING COVENANTS

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

5.1 STANDARDS OF MANAGEMENT AND OPERATIONS

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

5.2 CUSTOMER SERVICE ACCESS

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

5.3 RESPONDING TO REQUESTS FOR INFORMATION

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

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

5.4 ARRANGING FOR FIRM FULL-REQUIREMENTS POWER SUPPLY

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

5.5 NON-DISCRIMINATORY PROVISION OF SERVICE

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

regulations. Provision of electric energy supply shall be subject to Competitive Supplier's Standard Credit Policy, to the extent permitted by law, as described in Exhibit A.

5.6 APPROVAL OF GENERAL COMMUNICATIONS

Competitive Supplier shall cooperate with the Municipality in the drafting and sending of messages and information to Eligible or Participating Customers concerning the Program or any matter arising under or related to this ESA. Competitive Supplier shall, prior to sending, whether directly or through its Associated Entities, any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication (collectively, "General Communications") to Eligible or Participating Customers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual customer), provide a copy of such General Communication to the Municipality and to Program Manager for its review to determine whether it is consistent with the purposes and goals of the Municipality and Program Manager, except that approval shall not be required for any communications that are standardized by the Governmental Rules or applicable law, in which case they will be considered already approved by all Parties.

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

5.7 COMMUNICATION OF INSERTS AND MESSAGES

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

In addition, Competitive Supplier agrees that if it communicates with Participating Customers directly, and unless prevented for regulatory or other such reasons from doing so, it shall allow the Municipality or Program Manager to include no less than three (3) inserts per year into such communications, provided that the Program Manager or Municipality, where appropriate, pays the cost of printing and reproducing such insert and any incremental postage or handling costs the Competitive Supplier may incur as a result of including such insert. Competitive Supplier shall have the right to disapprove such General Communications (that is communications other than those pertaining to the Municipality's demand-side management, energy efficiency programs and technology, and renewable energy programs, if applicable) and suggest revisions if it finds the communication inconsistent with its business interests, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Competitive Supplier fails to respond within seven (7) calendar days after receipt (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication which has been ordered by PSC or any other Governmental Authority to be so communicated. Competitive Supplier shall notify Program Manager at least two (2) weeks before a direct communication to Participating Customers is to be mailed. Program Manager shall provide Program General Communications insert file within seven (7) calendar days of receiving such notice.

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

5.8 AGGREGATE CONSUMPTION INFORMATION AND PARTICIPATING CUSTOMER LISTS

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

5.9 COMPLIANCE WITH LAWS

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

5.10 CONSENT

Whenever performance of an obligation of any Party hereto requires the consent or approval of any Governmental Authority, such Party shall make Commercially Reasonable efforts to obtain such consent or approval. In the event the Competitive Supplier requests the Municipality's assistance in obtaining such consent or approval and the Municipality anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier

an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine whether it will continue to request the Municipality's assistance, and if so, the Competitive Supplier shall reimburse the Municipality for all costs, up to the estimated dollar amount, reasonably incurred by the Municipality in connection with such efforts.

ARTICLE 6 ROLE OF THE MUNICIPALITY

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

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

ARTICLE 7 ROLE OF PROGRAM MANAGER

7.1 PROGRAM MANAGER DUTIES

Sustainable Westchester Inc, as Program Manager, agrees to:

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

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

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

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

- d. Sign the ESA in a timely fashion including the conditions that the Competitive Supplier is verified to be a qualified electricity supplier by the NYISO in the Distribution Utility's service territory and the Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed compliant with the terms and conditions set forth in the ESA;
- e. Provide the Municipality with timely communications content to implement customer notification requirements for approval, not to be unreasonably withheld, given the projected schedule of Program's implementation;
- f. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager's inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities; and
- g. Fulfill any other responsibilities as set forth in this agreement herein.

7.2 PROGRAM MANAGER FEE

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

7.3 PAYMENT OF FEE

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

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

7.4 INDEPENDENT CONTRACTOR

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

7.5 AUCTION SERVICE FEE

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

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

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

ARTICLE 8 PRICES AND SERVICES; BILLING

8.1 SCHEDULE OF PRICES AND TERMS

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

8.2 OBLIGATION TO SERVE

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

8.3 METERING

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

8.4 TERMS AND CONDITIONS PERTAINING TO INDIVIDUAL ACCOUNT SERVICE

8.4.1 Title

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

8.4.2 Billing and Payment

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

8.4.3 Regional and Local Transmission

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

8.4.4 Taxes

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

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taxes on Competitive Supplier's income.

ARTICLE 9 COMPLIANCE WITH THE PSC ORDERS

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

ARTICLE 10 SERVICE PROTECTIONS FOR RESIDENTIAL CUSTOMERS

10.1 UNIFORM BUSINESS PRACTICES COMPLIANCE

Competitive Supplier agrees that it and its Associated Entities directly or indirectly involved in providing services or meeting the Competitive Supplier's obligations under the ESA shall comply with the provisions of the Uniform Business Practices, as applicable to Competitive Suppliers, and any amendments thereto, notwithstanding any relief from the Uniform Business Practices offered by the PSC to the Program. In addition, the Competitive Supplier and its Associated Entities agree to comply with any code of conduct or policies the PSC may adopt in accordance with the PSC Orders and to all related Orders of Case 14-M-0564 and 14-M-0224 to which the Program Manager is required to adhere, notwithstanding any relief from the Uniform Business Practices offered by the PSC to the Program.

10.2 DESCRIPTION OF SUPPLIER'S PROCEDURES AND SERVICES

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

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

10.3 DISPUTE RESOLUTION

In accordance with the Uniform Business Practices, in the event of a dispute regarding an invoice or Competitive Supplier's service, whether directly or through its Associated Entities, under this ESA, a Participating Customer may initiate a formal dispute resolution process by providing

written notice to the PSC. The PSC will assist the Parties in reaching a mutually acceptable resolution. If no such resolution is reached within 40 calendar days of receipt of the formal written notice, any Party may request an initial decision from PSC. Parties may appeal this decision.

ARTICLE 11 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

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

ARTICLE 12 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

12.1 POWER SUPPLY INFORMATION

12.1.1 Monthly Report of Sales

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

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

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

12.1.2 Customer-Related Data

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

12.1.3 Standard of Care

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

12.2 POWER SUPPLY REPORT

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

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

12.3 BOOKS AND RECORDS

Competitive Supplier shall keep their books and records in accordance with any applicable regulations or guidelines of PSC, FERC, and any other Governmental Authority and generally accepted accounting principles. The Municipality will have electronic access to any reports mandated by the Securities and Exchange Commission which are available on the Internet "EDGAR" system. Upon reasonable request by the Municipality and at the Municipality's reasonable expense, Competitive Supplier or its Associated Entities shall provide reasonable back up for any charge under this ESA questioned by the Municipality.

12.4 COPIES OF REGULATORY REPORTS AND FILINGS

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

12.5 ADDITIONAL REQUESTS FOR INFORMATION

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

ARTICLE 13 RESOLUTION OF DISPUTES; CHOICE OF LAW AND FORUM

13.1 CHOICE OF LAW AND FORUM

This ESA and the rights of the Parties shall be interpreted and determined in accordance with the laws of the State of New York without respect to conflicts-of-laws principles. Any litigation

arising hereunder shall be brought solely in the appropriate federal court in New York or appropriate state court sitting in the New York county in which the Municipality is located, to whose jurisdiction the Parties hereby assent, waiving all objections to venue or forum.

13.2 DISPUTE RESOLUTION

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

ARTICLE 14 INDEMNIFICATION

14.1 INDEMNIFICATION BY THE COMPETITIVE SUPPLIER

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

14.2 NOTICE OF INDEMNIFICATION CLAIMS

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

14.3 SURVIVAL

Notwithstanding any provision contained herein, the provisions of this Article 14 shall survive the termination of this ESA for a period of two (2) years with respect to (i) any claims which

occurred or arose prior to such termination and (ii) any losses occurring as a result of the termination.

14.4 DUTY TO MITIGATE

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

ARTICLE 15 REPRESENTATIONS AND WARRANTIES

15.1 BY THE COMPETITIVE SUPPLIER

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

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

15.2 BY THE MUNICIPALITY

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

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

15.3 BY THE PROGRAM MANAGER

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

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

ARTICLE 16 INSURANCE

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

listing the Municipality as an additional insured on all policies, shall be submitted on or before fourteen days prior to the Nominal Start Date and thereafter whenever renewed or requested by the Municipality. All insurers must be notified that the insurance policies must provide that a copy of any notice of cancellation or non-renewal will be sent to the Municipality.

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

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

ARTICLE 17 REGULATORY EVENT/NEW TAXES

17.1 REGULATORY EVENT

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

17.2 QUALIFYING REGULATORY EVENT

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

17.3 NEW TAXES

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

ARTICLE 18 MISCELLANEOUS

18.1 NO ASSIGNMENT WITHOUT PERMISSION

Except in the event of the sale of all or substantially all of its retail electricity business to an

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

18.2 DIRECT MARKETING

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

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

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

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

4) Competitive Supplier is not aware of any such activity.

18.3 NOTICES

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

If to Competitive Supplier:

Constellation NewEnergy, Inc.
1001 Louisiana St., Suite 2300
Houston, TX 77002

Attn: Contract Administration

If to Municipality:

Town Clerk
Town of Pound Ridge
179 Westchester Ave
Pound Ridge NY, 10576

and if to Program Manager:

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

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

18.4 CHANGES IN EMERGENCY AND SERVICE CONTACT PERSONS

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

Manager changes, prompt notice shall be given to the Competitive Supplier and the Municipality in the manner set forth in Article 18.3.

18.5 ENTIRE ESA; AMENDMENTS

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

18.6 FORCE MAJEURE

If by reason of Force Majeure any Party is unable to carry out, either in whole or in part, its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the Force Majeure, gives the other Party hereto written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If (i) an event of Force Majeure caused by any strikes, lockouts or other industrial disturbances involving Competitive Supplier or its Associated Entities continues for a period of thirty (30) days or longer, or (ii) an event of Force Majeure arising from any other cause continues for a period of one hundred eighty (180) days or longer, any Party may terminate this ESA by sending the other Party a written notice as set forth in Article 4.2; provided, however, that the same shall not constitute a default under this ESA and shall not give rise to any damages. Additionally, Competitive Supplier shall submit all Participating Customer drops via EDI to the Distribution Utility in accordance with the rules and regulations set forth by the PSC in Case 98-M-0667.

18.7 EXPENSES

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

18.8 NO JOINT VENTURE

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

18.9 JOINT WORK PRODUCT

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

18.10 COUNTERPARTS; DIGITAL SIGNATURES

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

18.11 WAIVER

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

18.12 ADVERTISING LIMITATIONS

Competitive Supplier and Municipality agree not to use, whether directly or through any of its Associated Entities, the name of the other Party, or make any reference to the other Party in any advertising or other information to be distributed publicly for marketing or educational purposes, unless the other Party expressly agrees to such usage; provided, however, that this prohibition shall not prevent Competitive Supplier or Municipality from identifying the other Party as required under the CCA Orders. Any proposed use of the name of a Party must be submitted in writing for agreement and prior written approval which may be withdrawn through a notice in writing at any time. The Municipality acknowledges that the Competitive Supplier's corporate affiliates own the exclusive right to the trademarked logo and trade name used by Competitive Supplier. No right, license or interest in this trademark and/or trade name is granted to the Municipality hereunder, and the Municipality agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

18.13 PRESS RELEASES

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

18.14 HEADINGS AND CAPTIONS

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

18.15 SURVIVAL OF OBLIGATION

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

18.16 INTERPRETATION

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

ARTICLE 19 REMEDIES

19.1 GENERAL

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

19.2 LIMITATIONS OF LIABILITY

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

19.3 DISCLAIMER

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

//Signatures Follow//

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

COMPETITIVE SUPPLIER – Constellation NewEnergy, Inc.

E-Signed : 06/25/2025 10:40 AM EDT
Amanda Stewart
contractadmin@constellation.com
IP: 130.41.167.50
Sertifi Electronic Signature
DocID: 20250623104136065

Name:

Title:

Address:

Dated:

MUNICIPALITY – Town of Pound Ridge

E-Signed : 06/25/2025 10:18 AM EDT
Kevin C. Hansan
supervisor@townofpoundridge.com
IP: 67.83.27.68
Sertifi Electronic Signature
DocID: 20250623104136065

Name: Kevin Hansan

Title: Supervisor

Address: 179 Westchester Avenue, Pound Ridge, NY 10576

Dated:

PROGRAM MANAGER – Sustainable Westchester

E-Signed : 06/23/2025 11:58 AM EDT
Noam Bramson
noam@sustainablewestchester.org
IP: 72.80.28.24
Sertifi Electronic Signature
DocID: 20250623104136065

Name: Noam Bramson

Title: Executive Director

Address: 40 Green Street, Mount Kisco, NY 10549

Dated:

EXHIBIT A – PRODUCTS, PRICES AND TERMS

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

Service Class	Fixed price per kWh
Residential & Small Commercial	\$0.11749*

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

Service Class	Fixed price per kWh
Residential & Small Commercial	\$0.12231*

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

3. FURTHER DEFINITIONS

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

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

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

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

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

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

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

4. TERMS FOR SUPPLY SERVICE

- 4.1. **Period of Delivery.** The period of delivery shall be consistent with the provisions of Article 4 and Exhibit A of this ESA.
- 4.2. **Service Commencement Date.** Firm Full-Requirements Power Supply will commence at the prices and terms stated in this Exhibit A herein as of each Participating Customer’s first meter read dates on or after December 1, 2025. Service shall continue until the first customer meter read date on or after December 1, 2027 for each Participating Customer unless this ESA is sooner terminated in accordance with Article 4.2 of this ESA.
- 4.3. **Eligible Customer Opt-In or Opt-Out.** Eligible Customers are free to opt-in or opt-out of the Program, or change their product selection. Competitive Supplier shall process such requests by notifying Distribution Utility of such change utilizing established EDI protocols within five (5) business days. There are no fees or charges for Participating Customers to opt-in, opt-out, or change their product selection.
- 4.4. **Service of Newly Opt-out Eligible Customers.** Supplier shall serve Newly Opt-out Eligible Customers, as well as Eligible Customers who opt-in to the Program, who enroll and are enrolled into the Program after the first customer meter-read date referred to above at the prices set forth herein.

- 4.5. **New Customer Refreshes During the Term.** December, April, and August during the term of this ESA, Competitive Supplier shall perform a refresh or new customer sweep to create a list of Newly Opt-Out Eligible Customers. As a result of any such refresh or sweep performed, Newly Opt-Out Eligible Customers will be automatically enrolled in the Program unless a customer opts out of the Program; provided, however, that no refresh, sweep or enrollment of such Newly Opt-Out Eligible Customers that are part of any refresh or sweep shall occur less than four (4) months prior to the End Date or in the event of termination of this ESA. Competitive Supplier may perform a refresh and enroll Newly Opt-out Eligible Customers outside of the December, April and August periods if mutually agreed to by all the Parties hereunder.
- 4.6. **Competitive Supplier's Standard Credit Policy.** The Competitive Supplier will not require a credit review for any customer participating in the Program, nor will Competitive Supplier require any customer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Customer and return such customer to Default Service in the event that the customer fails to pay to Competitive Supplier amounts past due greater than sixty (60) days.
- 4.7. **Purchase of Renewable Energy Certificates; NYGATS Recording.** Competitive Supplier shall identify the technology and location of the renewable generators that are the sources of the Voluntary RECs for the Default and Alternative Products, as applicable. All New York Voluntary EDP Eligible RECs shall be created and recorded as such in the NYGATS.
- 4.8. **Modifications Due to Regulatory Events:** For the avoidance of doubt, the Parties acknowledge and agree that the following shall be treated as Regulatory Events as set forth herein.
- 4.8.1. **Adjustment in the Event of a Subsidy.** In the event that New York State institutes a subsidy for CCA purchase of RECs after the signing of this ESA that is applicable to all or any portion of the Competitive Suppliers obligations under this ESA, Competitive Supplier shall pass through the full subsidy to Participating Customers in the form of a rate reduction.
- 4.8.2. **Adjustment for NY State Transmission Costs.** Municipality understands that the Fixed Price set forth above includes transmission related charges under the NY TOTS Project Costs, NYPA Transmission Adjustment Cost, and Ancillary Services and other ISO Costs, and that these shall not be subject to pass through adjustments. Municipality further understands that the Fixed Price includes NY Public Policy Transmission (NYPPT) Costs at a rate of \$0.00391/kWh, and that other NY CFC Transmission Costs are unknown at the time of bidding and therefore are not included in the Fixed Price. Competitive Supplier will pass through to Participating Customers any changes relative to the price adjust rate of \$0.00391 /kWh, (upward or downward) to NYPPT and NY CFC Transmission costs not excluded from pass through adjustment in this 4.8.2, based on changes in such costs

accruing from the Service Commencement Date forecasted through the remainder of term of this ESA, and which will be reflected in a future adjustment. Any such adjustments shall occur once during any calendar year and Competitive Supplier will provide sufficient documentation, as determined in Competitive Supplier's reasonable discretion, evidencing the factual and regulatory basis for the proposed price change resulting from a change in NY State Transmission Costs; provided, however, that Competitive Supplier shall not be required to disclose non-public, proprietary business information to comply with this requirement.

- 4.8.3. **Adjustment for Changes to Clean Energy Standard.** The Parties agree and acknowledge that the Fixed Price set forth above excludes costs and charges associated with changes to the obligations of New York's Clean Energy Standard ("CES"), including but not limited to CES Tier 4 program costs as described in the "Order Adopting Modifications to the Clean Energy Standard" in case 15-E-0302 dated October 15, 2020, as may be amended or modified from time to time during the term of this Agreement. In the event that changes to such regulations/orders are finalized, such changes shall be deemed a Regulatory Event as that term is defined in this ESA and the Parties agree to amend this Exhibit A to reflect the cost impact of such Regulatory Event. For the avoidance of doubt, adjustments for Tier 1 REC Purchase Obligations are governed by Article 4.8.4, below.
- 4.8.4. **Adjustment for Clean Energy Standard Tier 1 REC Purchase Obligations.** The Parties agree and acknowledge that the Fixed Price set forth above includes Tier 1 REC purchases at a rate of \$00155 /kWh in anticipation of compliance obligations under the Clean Energy Standard (CES) Tier 1 Renewable Energy Standard. In the event that final obligations established by the State result in a material change to this rate, upward or downward, such changes shall be deemed a Regulatory Event as that term is defined in this ESA and the Parties agree to amend this Exhibit A to reflect the cost impact of such Regulatory Event.
- 4.8.5. For the avoidance of doubt, the Parties agree and acknowledge that the Fixed Price set forth herein includes all costs and charges associated with the Clean Energy Standard, except as set forth in Articles 4.8.3 and 4.8.4, above.
- 4.8.6. The Parties agree and acknowledge that the costs associated with any mailings arising from a rate adjustment will be included in the adjusted rate and are excluded from the above fixed rates.

- 4.9. Competitive Supplier anticipates that the RECs provided hereunder will be generated primarily by hydroelectric facilities, but some portion of the RECs may be generated by wind, solar or other facilities, and except as set forth herein, Competitive Supplier reserves the right to source the RECs from any qualifying NY EDP Eligible Renewable Resource. Each REC represents environmental attributes associated with one MWh of electricity generated by a renewable fuel type defined by NYGATSs Operating Rules, last updated June 2, 2023, but does not include any tax credits, depreciation allowances or third-party subsidies of any kind. Competitive Supplier does not represent or warrant that the RECs purchased hereunder can be used as offsets

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or otherwise for compliance with any emission reduction or similar program.

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

EXHIBIT B - TEMPLATE KWH SALES AND CUSTOMER ACCOUNTS DATA SUMMARY

KWH Sales Template

UsageEndYrMo	Municipality	Zone	CustType	RateClass	Product	Count	Consump_kWh
202101	[MUNI NAME]	I	Residential	SC1	100% renewable	##,###	###,###
202101	[MUNI NAME]	I	Residential	SC1	Standard	##,###	###,###
202101	[MUNI NAME]	I	Small Coml	SC2	100% renewable	##,###	###,###
202101	[MUNI NAME]	I	Small Coml	SC2	Standard	##,###	###,###
202101	[MUNI NAME]	H	Residential	SC1	100% renewable	##,###	###,###
202101	[MUNI NAME]	H	Residential	SC1	Standard	##,###	###,###
202101	[MUNI NAME]	H	Small Coml	SC2	100% renewable	##,###	###,###
202101	[MUNI NAME]	H	Small Coml	SC2	Standard	##,###	###,###
etc..							

Add-Drop Report

UsageEndYearMonth	Municipality	CustomerType	RateClass	Product	AddOrDrop	AddDropType	Count
202101	[MUNI NAME]	Residential	SC1	renewable	Drop	Moved	##
etc.					Drop	Changed Supplier	
					Drop	Opt-out	
					Drop	Other	
					Add	Opt-in	
					Add	Newly Eligible	

EXHIBIT C - DATA REQUIREMENTS

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

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

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

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

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

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

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

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

EXHIBIT D - OPTION FOR ALTERNATIVE SUPPLY OF POWER

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

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

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

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



Town of Pound Ridge



Dear _____,

10/22/2025

The Town of Pound Ridge is pleased to announce our participation in a Community Choice Aggregation (CCA) program administered by Sustainable Westchester. The program puts control of energy supply choices into local hands and provides access to renewable electricity. Through a competitive procurement process an Energy Service Company, Constellation New Energy, Inc. has been selected to replace NYSEG as the default supplier of electricity for residential and small-commercial accounts within our community. We have chosen 50% renewable supply as the default product offering for our community, but you have the choice to switch to a 100% renewable supply option by contacting Constellation New Energy/Sustainable Westchester at 914-242-4725 ext. 111 or at the website below.

All eligible residential and small-commercial electricity customers will be automatically enrolled in the 50% renewable supply product beginning with the bill cycle following December 1st, 2025 and will be able to continue to receive the CCA program price of \$.11749/kWh for electricity through November 30th, 2027. You may opt-out at any time with no fee or penalty.

Below is a comparison of the NYSEG posted 12-month trailing electricity average supply pricing compared against the CCA program pricing. While the NYSEG average is not indicative of NYSEG pricing going forward, as NYSEG supply pricing is variable and may change each month, the CCA product pricing is fixed for the contract period and provides a basis for comparison. If you choose the renewable product offering, you will pay a premium for this product over the utility standard product pricing, however, you will be contributing to NYS clean energy goals.

Product Offering	Residential	Small-Commercial
NYSEG Standard Electric Supply*	\$.094517/kWh	\$.094759/kWh
CCA 50% Renewable Supply [Default]	\$.11749/kWh	\$.11749/kWh
CCA 100% Renewable Supply	\$.12321/kWh	\$.12321/kWh

* Utility posted 12-month trailing average for 07/01/2024-06/31/2025 as defined by the Public Service Commission Rates do not include Gross Receipt Tax (GRT). If GRT is collected in your municipality it will be added to your rate.

Please note that if you do not opt-out before 11/25/2025, you will be enrolled in ESCO service under the CCA program terms and your information, including energy usage data and low-income status, will be provided to Constellation.

How to Opt-Out or Change your Product Offering

If you decide not to participate, or want to change your product offering from the default, please respond in one of the ways below:

For Opt-Out only: Mail the enclosed Opt-Out card

For Opt-Out or to Change your Product Offering: Call Sustainable Westchester at 914-242-4725 ext. 111 or visit: sustainablewestchester.org/wp/nyseg-area-pre-enroll. **Your Opt-Out Code is [].**

Notice Regarding Contact Information Use

Please be advised that your contact information may be used to inform you of additional product offerings that require your explicit opt-in. If you choose not to receive communications for the marketing of additional products and services, please email your request to westchesterpower@sustainablewestchester.org with the subject heading "No Marketing", or call (914) 242-4725 option 3.

Your Municipal Liaison information can be found here: sustainablewestchester.org/wp/municipal-contacts

Sincerely,

Town of Pound Ridge



Town of Pound Ridge



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##/##/####

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Sincerely,

Town of Pound Ridge

COMMUNITY CHOICE AGGREGATION (CCA)

FREQUENTLY ASKED QUESTIONS

What is Community Choice Aggregation?

On April 21, 2016, the NYS Public Service Commission enabled Community Choice Aggregation (CCA) Opt-Out Programs, which offer residential and small-commercial customers an opportunity to receive more attractive energy supply terms through the bargaining power that aggregation provides. As well as educating, encouraging, and empowering communities and individuals to take control of their energy future through engagement with existing opportunities and development of new programs.

What is a CCA Administrator?

The CCA Administrator is a company, non-profit, or local government that has been authorized by the Public Service Commission to administer a CCA program in New York State. The CCA Administrator is responsible for working with participating municipalities to design and implement a CCA program consistent with the goals of the municipality and its constituents and in compliance with the CCA program requirements. The CCA Administrator solicits bids, awards a supply contract, and performs the necessary program outreach and education to ensure residents are well educated about the program. For those customers who do not opt-out of the program, the CCA Administrator works with your utility to ensure proper enrollment.

What role does my municipality play?

The municipality is the primary party responsible for meeting the requirements established by the Public Service Commission. First, to enable CCA in your municipality, there must be a Local Law passed that allows for opt-out enrollment for eligible residential and small-commercial accounts. The municipality would then either administer the CCA program themselves or select a CCA Administrator to perform the necessary CCA program requirements.

What does opt-out enrollment mean?

Opt-out enrollment means that you will automatically be enrolled to participate in the CCA program unless you take action to opt-out of the program. There are multiple ways to opt-out of participation: by phone, online, or by mail. The specific contact information, as well as the date you must opt-out by, will be included on the opt-out letter. If you opt-out of the CCA program, that choice will be recognized for the life of the program.

Who is eligible to participate?

Most residential and small-commercial customers are eligible to be opt-out enrolled in the CCA program. However, if you have placed a ESCO block on your account or are currently receiving supply services from a ESCO you would not be eligible for opt-out enrollment. If you are an Assistance Program Participant (APP) you would be eligible to participate only if the CCA program has an approved guaranteed savings product offering.

Does the CCA Program replace my utility company?

No. You will still receive one bill from the utility company, but the supply section of your bill will show the name of the ESCO/CCA Program. The utility company will still be responsible for your billing and responding to any power outages.

Will I save money on my monthly bill?

Unless you are receiving a guaranteed savings supply product offering, such as what is required for APP customers, there is not a savings guarantee over the utility supply rate. However, with the ability to aggregate or pool demand this would potentially lead to competitive pricing for CCA program participants that would potentially provide greater savings than what the individual account would receive without participating. If your municipality has chosen a renewable supply product offering, you may pay a premium over the default utility supply rate.

How will my bill change?

You will continue to receive your bill from the utility company. The only portion of the bill that will change will be the Supply section which would now include the name of the ESCO and CCA Administrator serving your municipality.

What products are available?

CCA programs are designed with municipalities deciding which supply products will be offered to their constituents, including the default supply product that your account would automatically be enrolled under. These products can be a standard supply product or, for electric supply, a renewable product. While your municipality will decide what the default product offering is, you may have other product options available to you, contact the CCA Administrator to find out more.

How do I opt-out?

There are multiple ways to opt-out of participation: by phone, online, or by mail. The specific contact information, as well as the date you must opt-out by, will be included on the opt-out letter.

Can I participate if I opted out previously?

Yes, you can always opt-back into the program after previously opting-out, but you may need to wait until the next billing period for the change to take effect. Contact the CCA Administrator to join the program.

Will this program affect my APP status?

The CCA program will not affect APP status. If a CCA intends to serve APPs, it must first get approval of the guaranteed savings product that it intends to provide to its APP customers to ensure that the product will provide them with a guaranteed savings.

Is there a fee for cancellation or opting-out?

No, there is never a fee for cancellation or opting-out.

What account information is being shared?

Customer energy usage data is aggregated and anonymized and used for bid solicitations, this does not contain any customer specific details. Your name and address are provided in order to send the opt-out letter. Upon enrollment, your information, including energy usage data and APP status will be provided to the ESCO serving the CCA program.

How is my information being protected?

Before receiving any data from the utility, the CCA Administrator and ESCO must sign a Data Security Agreement (DSA) with your utility. The DSA ensures they have the appropriate cybersecurity and privacy protections in place to protect your information.

Who can I contact to report a problem or voice a complaint?

Complaints should be made to the CCA Administrator, Municipal Liaison, or the ESCO supplier. The information should be listed on the opt-out letter and website. Additionally, complaints can always be made to the NYS Department of Public Service Office of Consumer Services at 1-800-342-3377.

Kevin C. Hansan
Supervisor

Nicole Engel
Chief of Staff



Tel: 914-764-5511
Fax: 914-764-0102

Town Council

Alison Boak
Diane Briggs, *Deputy Supervisor*
Daniel S. Paschkes
Namasha Schelling

To: Supervisor Kevin Hansan
Town Board Members

From: Andrea Russo, Superintendent of Recreation
Nicole Engel, Chief of Staff

Re: July 4, 2026 Fireworks Celebration

With the United States' 250th anniversary approaching on July 4, 2026, we solicited proposals from fireworks vendors for an extended 30-minute show. We received submissions from the following vendors: Zambelli Fireworks at \$50,000; our annual vendor, Grand Finale Fireworks, at \$33,500; and July 4 Ever Fireworks at \$45,000.

The following vendors were contacted but did not submit proposals.

1. American Fireworks Display – No Response
2. Garden State Fireworks, Inc./The Santore Brothers – No Response
3. Grucci Fireworks – Booked
4. International Fireworks Manufacturing Company – No Response
5. J&M Displays, Inc. – Out of Service Area
6. Legion Fireworks – Booked
7. Pyro Spectaculars – Booked
8. Pyrotecnico – No Response
9. SFX Wizard – No Interest
10. Starfire Corporation – Booked

ZAMBELLI FIREWORKS



**FIREWORKS PROPOSAL
FOR**



BRAD CETNAROWSKI DIRECTOR OF NORTHEAST SALES
BRAD.CETNAROWSKI@ZAMBELLIFIREWORKS.COM
412-290-1227(CELL) 724-202-734(OFFICE)

ZAMBELLI FIREWORKS BACKGROUND AND HISTORY

- Zambelli Fireworks Manufacturing Company has been incorporated for more than 50 years but originated with Italian immigrants who first arrived in Western Pennsylvania more than 100 years ago.
- Since our humble beginning, Zambelli has matured into one of the largest and most-respected fireworks companies in the United States, producing thousands of shows each year across 50 states and in several countries. We have 45 dedicated full-time employees but that number climbs into the thousands when we include our highly trained Pyrotechnician teams during our peak season.
- Our reputation and sophistication has earned us partnerships with some of the largest organizations in business, sports and event planning including Target Corporation, The Parade Company and The Pittsburgh Pirates to name just a few. We provide fireworks displays for celebrations year-round from private weddings and corporate events to Fourth of July and New Year extravaganzas. Each April, in association with the Kentucky Derby Festival, Zambelli produces the largest fireworks show in the United States – *Thunder Over Louisville*.
- Because safety has been paramount to our company, we qualify for and choose to maintain the highest level of insurance coverage in the industry. Our top priority is providing a safe, spectacular event for our clients and audiences.

SCOPE OF SERVICES

- Upon contract award we will meet all objectives of the contract. Zambelli has all required licenses and meets all necessary provision and guidelines of NFPA 1123 Code for fireworks. Zambelli will comply with all federal, state, county and local requirements for contracting and producing fireworks displays. Our skills, experience and reputation are second to none.
- We process all permits, staff overnight security when required, and coordinate seamlessly with all parties involved.
- We manage all production details in a safe and efficient manner.
- All transportation is provided by our DOT Approved Commercial Licensed Drivers and we incur all transportation and delivery costs associated with your presentation.
- We provide smooth, timely and exceptional customer service from start to finish. Your designated Project Manager will serve as point for all coordination.
- We provide required insurance to include \$10 million dollars general liability insurance, commercial transportation insurance and workers compensation insurance.
- We are the most recognized brand in the industry and our buying power assures that you will receive a dynamic assortment of the highest quality product within your budget.

PRESENTATION SEGMENTS

- **Opening:** An opening barrage is designed to engage the audience and get their attention focused on the display. The opening barrage will certainly impress as multiple shots of comet tails, aerial shells and salutes light up the sky. As the opening grows, the intensity of colors and sound will fill the sky with effects.
- **Feature Segment:** The main body of the fireworks display is about rhythm, timing and choreographing effects and music thematically throughout the show. Some fireworks shells are designed to have loud bursts and extreme intensity, while others are designed to have long duration and intricate pattern effects. The design team hand-selects every display shell, sound and effect used to enchant spectators. No two Zambelli displays are the same, and there are no duplicates of tableaux throughout the program.
- **Grand Finale:** Human nature is to remember things last experienced. The Grand Finale is what people will remember most about a fireworks production. Zambelli has a long tradition of supplying the biggest and the best finales in the industry. It will be loud - it will be intense - it will be long - and it will absolutely leave a lasting impression. Hundreds of multi-colored shells, crackling and bursting silver and gold glitz and glitter, and of course chest-pounding titanium salutes will blow minds.

PROGRAM PHILOSOPHY

Just as a movie has various segments that flow together, fireworks are a similar production that should never, *ever* leave the audience disappointed. Typically, there is an opening, main body and grand finale segment in a fireworks display.

Zambelli Fireworks adheres to fundamental principals in creating the finest displays in the industry:

- **No Dead Air:** Just like any production, dead air is simply not acceptable. At any given time, there will be multiple firings of effects into the night sky.
- **Production Combination:** One of the keys to designing a great show is to use a large variety of pyrotechnic devices. Using a wide array of effects is the only way to keep the audience entertained. Different sounds, colors, and effects will be chosen carefully to maximize intensity and fill the sky above.
- **Rhythm and Intensity:** Just as any fabulous show, fireworks have flow and intensity. A show too fast or too slow can get monotonous. Zambelli designs the shows leading with a barrage of colors and effects, followed by moments that are sophisticated and elegant.
- **Finales:** *This is truly an art!* It's not just about shooting a lot of shells. While true from a quantitative standpoint, a finale must make sense to entertain most effectively. Zambelli designs finales that start slow and build in intensity until the sky erupts into a symphony of color, effects and noise.

PHOTO GALLERY



SCHEDULE OF SERVICES

- ❖ **SHOW DATE:** July 4, 2026
- ❖ **PROGRAM COST:** \$50,000
- ❖ **ZAMBELLI SPECIAL EFFECT SHELLS:** See attached listing.
- ❖ **REFERENCES:** See attached References.
- ❖ **PERSONNEL:** PA Licensed Pyrotechnicians and Registered Assistants as necessary.
- ❖ **TRANSPORTATION:** All products will be delivered by qualified drivers as required by US DOT.
- ❖ **PERMITS:** Zambelli Fireworks will obtain all necessary permits, licenses and approvals.
- ❖ **INSURANCE COVERAGES:** Listing **Town of Pound Ridge** as additional insured (or per requirements)
 - INSURANCE LIABILITY COVERAGE: \$10 million. See attached specimen.
 - AUTOMOBILE LIABILITY COVERAGE: As required by the US DOT.
 - WORKERS COMPENSATION: As required.

ZAMBELLI SPECIALTY SHELLS

- SPECIALTY SHELLS -



Kaleidoscope Shells -

These shells represent the small tubes of colored glass. The colored stars change their colors three times by sections, creating different shapes and colors.

Wagon Wheels -

These unique shells are in the shape of an old fashioned wagon wheel. The spokes are thick palm tree effect of white and gold with a colored ring.



Tremelon -

A bright silver glittering ball creating a shimmering effect!

Glitter Blast -

A thick glittering gold chrysanthemum ball creating a sparkling golden glow!

DURATION/ LINGERING EFFECTS

Gold Spider to White Strobe
Diadem Chrysanthemum with Strobing Pistil & Rising
Gold Tail
Spider Web and Pimpinella
Brocade and Silver Crown Chrysanthemum
Gold Rippling Chrysanthemum
Twinkling Kamuro Chrysanthemum with Rising Tail
Majestic Transformation Arch
Diadem Chrysanthemum with Palm Tree pistil
Big Willow with Strobing Stars
Glittering Gold to Green Crown Chrysanthemum
Glittering Gold to Red Crown Chrysanthemum
Glittering Gold to Silver Crown Chrysanthemum
Weeping Willow and Gold Spiderweb Shell of Shells
Brocade and Golden Kamuro Chrysanthemum
White Magnesium Comets

NOVELTY SHELLS

Bees and Bees
Tourbillions
Tourbillions to Report
Tourbillions to Titanium Report
Serpents and Whistles
Red Comets to Titanium Reports with Rising Silver Tail
Blue Comets to Titanium Reports with Rising Silver Tail
Red and Purple Magnesium Butterflies
Silver, White Flitter and Gold Flitter Crossettes
Green Magnesium with Gold Flitter Crossettes

PATTERN SHELLS

Red and Silver Concentric Rings
Letter "F", "H", "M" and "Z" Pattern Shells
One Red, White, Blue, Green or Yellow Circles
Ring and Small Flower
Hat Pattern Shell and Saturn Shell
Cross Within, Interlocking and Square in Circle
Umbrella, Stained Glass, Snails, Clovers and Lemon
Patterns
Diamond Pattern with Strobing Center

SPECIAL PATTERN SHELLS

Red and Purple Heart Pattern
Red Strobe Ring
Hour Glass Silver with Red Ring
Hour Glass Gold with Blue Ring
Red & White Double Strobe Rings
Red, White or Blue Five-Pointed Star Patterns
Yellow & Green Ribbons (In Honor of our Troops)

PALM TREE EFFECTS

Gold Tiger Tail with Palm Tree Core
Golden Palm Tree Shell of Shells
Golden Palm Tree with Large Rising Tail
Silver Palm Tree with Large Rising Tail
Diadem Chrysanthemum with Palm Tree Pistil
Red, Blue, Green and Purple Peony with Palm Tree
Pistils
Crackling Palm Tree with Large Crackling Tail

MULTI-SHELL OF SHELLS EFFECTS

Red, Blue and Green Chrysanthemum Shell of Shells
Golden Palm Tree and Weeping Willow Shell of Shells
Eight Break Spider Web and Pimpinella
Blooming Silvery Chrysanthemum
Gold Sparkling Kamikazes
Silver, White Flitter and Gold Flitter Crossettes
Green Magnesium with Gold Flitter Crossette
Purple laced Flowers
Grapes all over the Vineyard
Blossom After Thundering
Twice Presented Flowers
Gold Spiderweb Shell of Shells

RISING TAIL EFFECTS

Silver Tiger Tail with Silver Flower Core
Gold Tiger Tail with Gold Flower Core
Red Tiger Tail with Blue Core
Golden Tiger Tail with Palm Tree Core
Golden Palm Tree with Large Rising Tail
Crackling Tiger Tails with Crackling Core



NOISE SHELLS

Flash and Titanium Salute
Tourbillions to Report
Floral Salute Shell of Shells
Crackling Star Shells Blooming Silvery Chrysanthemum
Gold Sparkling Kamikazes
Red Comets to Titanium Reports with Rising Silver Tail
Blue Comets to Titanium Reports with Rising Silver Tail

HALF AND HALF EFFECTS

Half Blue & Red Chrysanthemum with Half Red & Blue
Pistil with Rising Tail
Half Silver & Red Chrysanthemum with Half Red &
Silver Pistil with Rising Tail
Half Blue & Silver Chrysanthemum with Half Silver &
Blue Pistil with Rising Tail

STROBING EFFECTS

Diadem Chrysanthemum with Strobing Pistil & Rising
Gold Tail
Lightning Bugs (Strobing Stars)
Big Willow with Strobing Stars
Sparkling Red, Green, Silvery or Golden Lights
Red or White Strobe
Gold Sparkling Kamikazes
Double Strobing Rings

PARACHUTE SHELLS

Series of Glittering, Red, Green or Colored Stars
Flying Butterflies in the Star Night
Double Happiness Lantern
Wailed Flowers in Successive Appearance

REFERENCES

Thunder Over Louisville
Louisville, KY

The Parade Company
Detroit, MI

Pittsburgh Steelers
Pittsburgh, PA

Minneapolis Downtown Council
Minneapolis, MN

Chesapeake Jubilee
Chesapeake, VA

Seneca Gaming Corporation
Niagara Falls, NY

City of Manassas
Manassas, VA

Pittsburgh Pirates
Pittsburgh, PA

Colorado Rockies
Denver, CO

City of Rehoboth Beach
Rehoboth Beach, DE

Additional references along with contact information provided upon request.

SHOW DATE: JULY 4TH, 2026
SHOW COST: \$50,000

SHELL DESCRIPTION	Quantity	# of Shots
OPENING FINALE SHELLS		
3" Assorted Finale Shells with Rising Tails	80	80 Shots
4" Assorted Finale Shells with Rising Tails	12	12 Shots
3" Finale Silver Strobe and Titanium Salutes	20	20 Shots
BODY OF PROGRAM		
3" Pre Packed Shells with Rising Tails	216	216 Shots
3" Flights Display Shells	180	180 Shots
4" Special Display Shells with Rising Tails	180	180 Shots
4" Flights Display Shells	144	144 Shots
FAKE FINALE SHELLS		
3" Assorted Finale Shells with Rising Tails	100	100 Shots
3" Finale Silver Strobe and Titanium Salutes	100	100 Shots
3" Finale Salutes	40	40 Shots
GRAND FINALE SHELLS		
3" Red, White and Blue Chrys and Peonies	210	210 Shots
3" Red, White and Blue Chrys and Peonies	140	140 Shots
3" Finale Assortment	140	140 Shots
3" Finale Silver Strobe and Titanium Salutes	60	60 Shots
4" Assorted Finale Shells with Rising Tails	54	54 Shots
4" Long Duration Kamuros w/ Tails	60	60 Shots
Total Pyrotechnic Effects	1,736	1,736 Shots

1938 1806

Note: We reserve the right to make product substitutions equal to or greater in value to the original quoted product in the event inventory fluctuates between contract execution and show date.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME: Michelle Kugler	
	PHONE (A/C, No, Ext): 727-547-3070 FAX (A/C, No): 727-367-5695	
	E-MAIL ADDRESS: mkugler@alliedspecialty.com	
INSURED ZAMBELLI FIREWORKS MFG CO, INC., ETAL 20 SOUTH MERCER STREET NEW CASTLE PA 16101	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: T.H.E. Insurance Company	12866
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP0103167-05	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Protection & Indemnity \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPP0103167-05	02/01/2018	02/01/2019	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ELP0011081-05 Excess P & I Included	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Coverage is afforded in the State(s) of:			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Inland Marine / Hull			CPP0103167-05	02/01/2018	02/01/2019	Hull Limit \$900,000 Show Limit \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Display Date:

Rain Date:

Location:

RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured, excess is follow form:

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Fireworks Display Program

Event: Town of Pound Ridge, NY Independence Day Fireworks 2026

Date: 7/4/2026 | Cost: \$33,500.00

Opening Barrage | *Rapid volleys of color and noise signal the introduction of the show!*

Product Description	Size	No. Shells
(120) 3" HD Color & Thunder Finale Shells	3"	120
(30) 4" HD Color & Thunder Finale Shells	4"	30

Main Program | *The feature presentation! A stellar showcase of magnificent aerial shells of assorted colors and breathtaking effects.*

Product Description	Size	No. Shells
(144) 3" Fancy Color & Effect Asst. Shells (A)	3"	144
(144) 3" Fancy Color & Effect Asst. Shells (B)	3"	144
(72) 3" Fancy Color & Effect Asst. Shells (C)	3"	72
(72) 3" Fancy Color & Effect Asst. Shells (D)	3"	72
(72) 4" Fancy Color & Effect Asst. Shells (A)	4"	72
(72) 4" Fancy Color & Effect Asst. Shells (B)	4"	72
(36) 4" Fancy Color & Effect Asst. Shells (C)	4"	36
(36) 4" Fancy Color & Effect Asst. Shells (D)	4"	36
(12) 2.5" 36's Special Color & Effect Multi-Shot Aerials	2.5"	432

Grand Finale | *A blitzkrieg of fast-paced color and thunderous salutes close out the program- an EXTRAORDINARY EXPERIENCE!*

Product Description	Size	No. Shells
(420) 3" Color & Thunder Salute Finale Shells	3"	420
(120) 4" Color & Thunder Salute Finale Shells	4"	120

Aerial Shell Summary	2.5"	3"	4"
Opening Barrage	X	120	30
Main Program	432	432	216
Grand Finale	X	420	120
	432	972	366

Total Shells: 1,770 | Duration: 30-35 Min



FIREWORKS DISPLAY AGREEMENT

This agreement is entered into by and between:

GRAND FINALE FIREWORKS, LLC

(hereinafter referred to as "Grand Finale Fireworks")

&

TOWN OF POUND RIDGE, NY

(hereinafter referred to as "Client")

1. SUMMARY OF WORK

Grand Finale Fireworks shall furnish Client with an outdoor fireworks display ("Display"), scheduled to be presented on the date ("Display Date") of **7/4/2026** at a price ("Contract Price") of **\$33,500.00**. Specifications relative to the design, format, and components of the Display shall be referenced in the accompanying program ("Display Program"). The Display shall be engineered and conducted in a manner conforming to the standards adopted by the National Fire Protection Association ("NFPA") and all applicable state, local, and federal code(s). Grand Finale Fireworks and Client shall be deemed individually responsible for party-specific obligations outlined herein.

2. PERMITTING & LICENSING

Grand Finale Fireworks shall obtain state and local permitting, fireworks exhibitor certifications, and federal explosives licensing.

3. DISPLAY SITE

An adequate location ("Display Site") sufficient for the discharge of fireworks shall be provided by Client or by a third-party that has granted, with written consent, permissible use for the purpose of the discharge of fireworks. It shall strictly be at the discretion of Grand Finale Fireworks and the Authority Having Jurisdiction ("AHJ") to determine the suitability of the Display Site. The Display Site shall be made accessible at all times only to certified personnel and emergency responders. The Client shall provide policing and safeguarding of the Display Site at all times. Should precarious Display Site conditions compromise the safe operation of the Display, Client shall be responsible for arranging immediate recourse. Grand Finale Fireworks reserves the right to delay or cancel the Display at any time due to hazardous or unfavorable Display Site conditions; Client shall remain responsible for the full Contract Price regardless of any limitation or cancellation of the Display.

4. TRANSPORTATION & STORAGE

Grand Finale Fireworks or a designated fireworks wholesaler and/or third-party shipper arranged by Grand Finale Fireworks shall be responsible for the transportation and storage of all hazardous materials.

5. DISPLAY OPERATIONS

Grand Finale Fireworks shall supply all personnel, equipment, and materials used in the Display. The Display shall be prepared and executed according to the Display Program. Grand Finale Fireworks reserves the right to substitute any product(s) affected by supply chain disruptions, as well as modify the time and/or duration of the Display with reasonable cause. Fireworks devices may be subject to failures, misfires, or other faulty circumstances beyond the immediate control of Grand Finale Fireworks and/or its operators. Grand Finale Fireworks reserves the right to safely discharge any failed fireworks following the Display. Grand Finale Fireworks shall remove and dispose of all waste,

large remnants, and spent devices, strictly within in the immediate discharge area, following the Display; minor debris and related fallout may be left unattended.

6. POSTPONEMENT/ CANCELLATION

Should inclement weather, global crisis, or any other unforeseen Act(s) of God beyond the immediate control of either party compromise the operation of the Display, a postponement/rain date ("Postponement Date") that is mutually convenient between both parties shall be set forth. Inclement weather shall be monitored by Grand Finale Fireworks and Client no less than forty-eight (48) hours prior to Display Date. Grand Finale Fireworks reserves the right to delay or cancel setup of the Display upon forecasted risk of unfavorable and/or severe weather conditions. Grand Finale Fireworks shall be entitled to an additional twenty-five percent (25%) of the Contract Price for any rescheduled display. If the Display should be cancelled with no designated Postponement Date, Grand Finale Fireworks shall be entitled to fifty percent (50%) of the Contract Price. Client shall provide notice of cancellation no less than one (1) week prior to Display Date. Client shall remain responsible for the full Contract Price if the Display is cancelled after the afforded cancellation timeline. If the Display has been prepared, set up, and/or armed with live fireworks, it shall strictly be at the discretion of Grand Finale Fireworks and the AHJ to determine if the Display is eligible to be dismantled for postponement or cancellation.

7. INSURANCE AND LIMITATIONS OF LIABILITY

Grand Finale Fireworks, at its expense, shall provide general liability insurance coverage amounting to no less than one-million dollars (\$1,000,000.00) conditioned for the payment of all final judgments that may be rendered on account of injury, death, or loss to persons or property emanating from the Display. Separate from, and in addition to coverage provided by Grand Finale Fireworks, Client agrees to provide, at its expense, a general liability policy or "special event" insurance coverage, in an amount sufficient to meet or exceed municipality or industry standards and all applicable requirements of local, state, and federal law(s). For any injury or property claims that may arise during the course of Client's event, and not arising out of acts of Grand Finale Fireworks or the performance of fireworks devices, Client's insurance shall be primary. Client agrees to defend, indemnify, and hold harmless Grand Finale Fireworks and its owner(s) and employees from and against all such claims, costs, judgments, damages and expenses, including any litigation fees that may or shall arise out of any negligent or wrongful act or omission by the Client or third-parties occurring during the course of Client's event.

8. PAYMENT

Upon acceptance of this agreement, Client shall remit a deposit totaling no less than fifty percent (50%) of the Contract Price, with any balances to be satisfied on Display Date. Failure to remit any payment(s) in accordance with payment schedule shall constitute breach of agreement and subject Client to a service charge of one and one-half percent (1 ½%) per month until paid-in-full. Any unpaid balances shall be subject to third-party collections and/or litigation. Payments processed by debit/credit card shall incur an additional fee of three and one-half percent (3 ½%). A fee of thirty dollars (\$30.00) shall be assessed for all returned checks.

The assigned parties hereby agree to these terms and conditions:

Representative (Grand Finale Fireworks)

Representative (Client)

8/14/2025

Date

Date

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FELC
Correspondence To 244 Needy Road
 Martinsburg, WV 25405-9431

License/Permit
Number

4-OH-085-54-7J-01279

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

September 1, 2027

Name

GRAND FINALE FIREWORKS LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

1041 E 349TH ST
EASTLAKE, OH 44095-

Type of License or Permit

54-USER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

GRAND FINALE FIREWORKS LLC
1041 E 349TH ST
EASTLAKE, OH 44095-

Owner

Position/Title

1/31/2025

Licensee/Permittee Responsible Person Signature

Nicholas J. Carmigiano

Printed Name

Date

Previous Edition is Obsolete

GRAND FINALE FIREWORKS LLC:1041 E 349TH ST:44095-4 OH-085-54-7J-01279:September 1, 2027:54-USER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: GRAND FINALE FIREWORKS LLC

Business Name:

License/Permit Number: 4-OH-085-54-7J-01279

License/Permit Type: 54-USER OF EXPLOSIVES

Expiration: September 1, 2027

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405

901090: MH/FLS
5400
File Number: **4OH01279**

09/24/2024

SUBJECT: **RESPONSIBLE PERSON LETTER OF CLEARANCE** for:

NICHOLAS JAMES CARMIGIANO

OWNER
(440)622-9930

1041 E 349TH ST ,
EASTLAKE, OH 44095

and is ONLY valid under the following Federal explosives license/permit:

4-OH-085-54-7J-01279

GRAND FINALE FIREWORKS LLC
1041 E 349TH ST
EASTLAKE, OH 44095

Dear NICHOLAS CARMIGIANO:

You have been approved as a responsible person under the above-listed Federal explosive license or permit. You may lawfully direct the management or policies of the business or operations as they pertain to explosives. You may also lawfully transport, ship, receive or possess explosive materials incident to your duties as a responsible person. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

A handwritten signature in black ink that reads "Marna Howard".

Marna Howard
Chief, Federal Explosives Licensing Center (FELC)

FELC Customer Service. If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

Mail: ATF
Chief, FELC
Attn.: LOC Correction
244 Needy Road
Martinsburg, West Virginia 25405

Fax: 1-304-616-4401
Chief, FELC
Attn.: LOC Correction

Call toll-free: 1-877-283-3352

WWW.ATF.GOV



NOTICE OF CLEARANCE

for individuals transporting, shipping, receiving, or possessing explosive materials.

ISSUED TO: GRAND FINALE FIREWORKS LLC

Federal Explosives license/permit no.: 4-OH-085-54-7J-01279

NOTICE DATE: 09/24/2024

Expiration Date: **September 1, 2027**

Explosives License/Permit Type: 54-USER OF EXPLOSIVES

EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

- WARNING.** Only those individuals listed below as **RESPONSIBLE PERSONS** and **EMPLOYEE POSSESSORS** with a background clearance status of "CLEARED" or "PENDING" are authorized to transport, ship, receive, or possess explosive materials in the course of employment with you.
- "DENIED" STATUS.** If an employee possessor has a background clearance status of "DENIED", you **MUST** take immediate steps to remove the employee from a position requiring the transporting, shipping, receiving, or possessing of explosive materials. Also, if the employee has been listed as a person authorized to accept delivery of explosive materials, you **MUST** remove the employee from such list and immediately, and in no event later than the second business day after such change, notify distributors of such change, as stated in 27 CFR 555.33(a).
- CHANGE IN RESPONSIBLE PERSONS.** You **MUST** report any change in responsible persons to the Chief, Federal Explosives Licensing Center, within 30 days of the change and new responsible persons **MUST** include "appropriate identifying information" as defined in 27 CFR 555.11. Fingerprints and photos are **NOT** required, however they will be required upon renewal of the license or permit.
- CHANGE OF EMPLOYEES.** You **MUST** report any change of employee/possessors to the Chief, FELC, within 30 days. Reports relating to newly hired employees must be submitted on ATF Form 5400.28 for **EACH** employee.

Premises Address: 1041 E 349TH ST
EASTLAKE, OH 44095

Mailing Address:

GRAND FINALE FIREWORKS LLC
1041 E 349TH ST
EASTLAKE, OH 44095

This 'Notice of Clearance' is provided to you as required by 18 U.S.C. 843(h) and **MUST** be retained as part of your permanent records and be made available for examination or inspection by ATF officers as required by 27 CFR 555.121. If you receive a Notice subsequent to this Notice, this Notice will no longer be valid.

In accordance with 27 CFR 555.33, Background Checks and Clearances, and 27 CFR 555.57, Change of Control, Change in Responsible Persons, and Change of Employees, ATF's Federal Explosives Licensing Center (FELC) has conducted background checks on the individual(s) you identified as a responsible person(s) and an employee/possessor(s) on your application, or reported after the issuance of your license/permit.

The following is a SUMMARY of the results of the background checks conducted on the individuals you reported as responsible persons and employee/possessors. ATF will be notifying ALL individuals listed on this document of their respective status by separate letter mailed to their residence address.

PLEASE BE ADVISED THAT IT IS UNLAWFUL FOR ANY PERSON REFLECTING A STATUS OF "DENIED" TO TRANSPORT, SHIP, RECEIVE, OR POSSESS EXPLOSIVE MATERIALS.

Please carefully review this Notice to ensure that all the information is accurate. If this Notice is incorrect, please return the Notice to the Chief, FELC, with a statement showing the nature of the error(s). The Chief, FELC, shall correct the error, and return a corrected Notice.

Number of RESPONSIBLE PERSON(S) : 1

Number of EMPLOYEE POSSESSOR(S): 0

LAST NAME, First Name, Middle Name Clearance Status

RESPONSIBLE PERSONS:

1

0001 CARMIGIANO, NICHOLAS JAMES

Cleared

EMPLOYEE POSSESSORS:

0

continued

LAST NAME, First Name, Middle Name Clearance Status

OHIO FIRE ACADEMY

Certificate of Attendance

This is to acknowledge that

56.43.0037

NICHOLAS JAMES CARMIGIANO

**Has demonstrated a commitment to professional
development through successful completion of
the Ohio Fire Academy course**

6-HOUR FIREWORKS EXHIBITOR EDUCATION

3/25/2024 1:10:00 AM

Kevin S. Reardon
State Fire Marshal



**Department
of Commerce**
Division of State Fire Marshal

Jack Smith
Superintendent

Any changes in information must be submitted within 30 days to:

**Bureau of Testing & Registration
PO BOX 529
Reynoldsburg, Ohio 43068
614-752-7126
614-995-4206 (fax)
webfmtr@com.state.oh.us**

This license shall be carried on your person while performing the listed activities.

**State of Ohio
Department of Commerce
Division of State Fire Marshal**



**EXHIBITOR LICENSE
NICHOLAS JAMES CARMIGIANO
56.43.0037
Expiration Date: 04/01/2026**

Signature _____
This card shall be on your person while performing listed activities.



Ohio Department of Commerce
Division of State Fire Marshal
Bureau of Testing & Registration
8895 E Main Street, PO Box 529
Reynoldsburg, Ohio 43068

**NICHOLAS JAMES CARMIGIANO
1041 E 349TH ST
EASTLAKE, OH 44095-2648**



Grand Finale Fireworks, LLC | P.O. Box 1900, Willoughby, Ohio 44096
(440) 975-7900 | info@grandfinalefireworks.com

REFERENCES

City of Cuyahoga Falls, OH

Tara Bartek | Recreation Program Manager
(330) 971-8427 | bartektr@cityofcf.com

City of Vermilion, OH

Sandy Coe | Chamber Director
(440) 967-4477 | info@vermilionohio.com

Village of Middleport, OH

Ben Nease | Mayor
(740) 992-2705 | mayor@village.middleport.oh.us

City of Ashtabula, OH

Jim Timonere | City Manager
(440) 992-7103 | Jim@cityofashtabula.com

Borough of Edinboro, PA

Jason Spangenberg | Borough Manager
(814) 734-1812 | jspangenberg@edinboro.net

Borough of Albion, PA

Gary Wells | Borough Manager
(814) 756-3660 | boromanager@albionborough.us

Town of Gilbert, WV

Todd Hamrick | Fire Chief
(304) 416-0493 | larry.t.hamrick@wv.gov

Town of Mullens, WV

Justin England | Fire Chief
(681) 532-3267 | england248@gmail.com

Town of Leo-Cedarville, IN

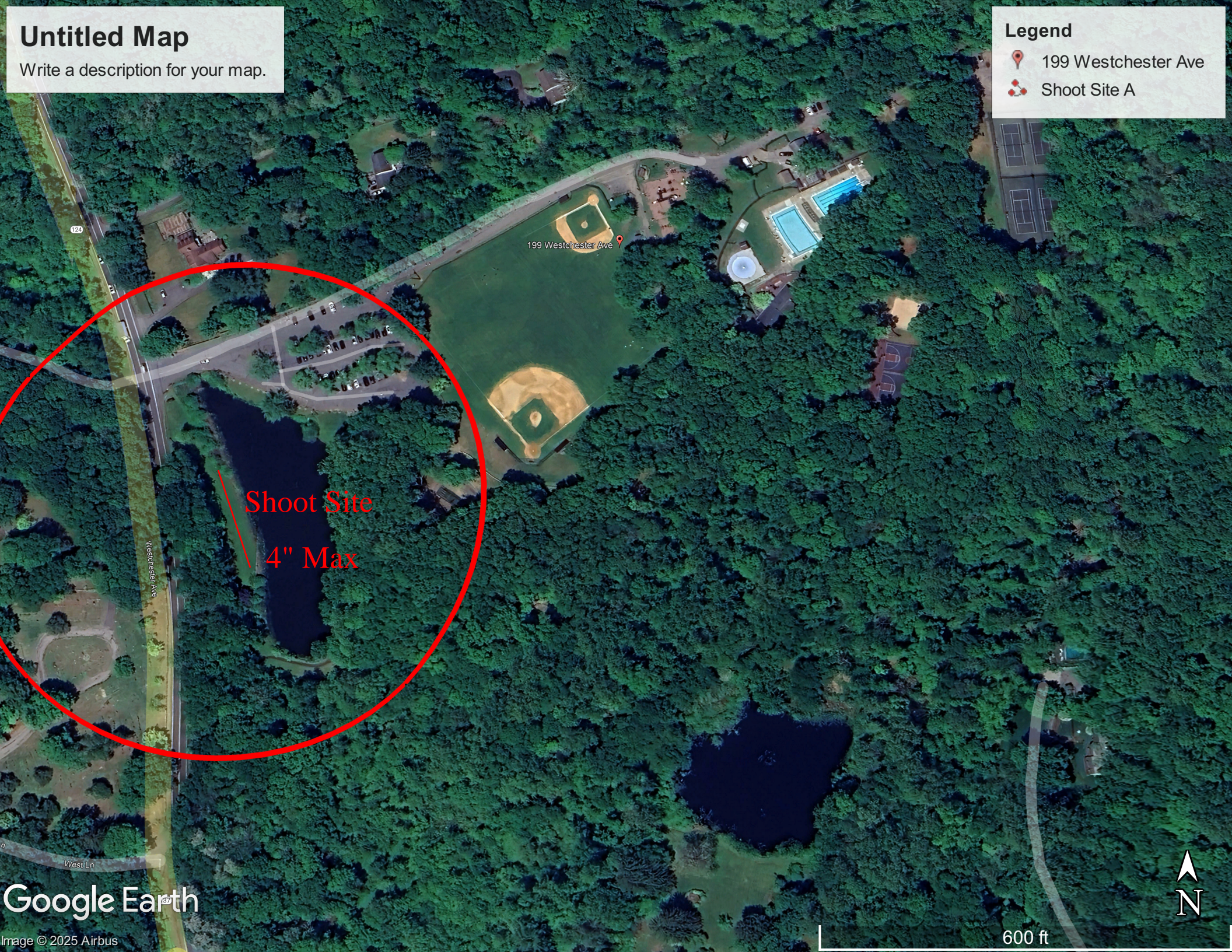
Lindsey Sharpe | Director
(260) 241-4915 | leocedarvillefoundation@gmail.com

JULY 4 EVER



FIREWORKS

PROPOSAL



JULY 4 EVER FIREWORKS INC.

*382 ROCK CUT ROAD
WALDEN, NEW YORK 12586
PHONE (845) 564-0184
E-mail:nyjuly4ever@gmail.com*

NO LIMITS



Dear

Thank you for giving us the opportunity to quote you a price on an exclusive Fireworks Display.

We are confident that the combination of quality, service, and price that we offer is unmatched anywhere. After you've finished your own research, we think you'll agree.

Enclosed is a copy of our proposal, product information, and a company letter. Should you accept our proposal, please sign the contract and send us via facsimile a copy so we may hold the date then you may forward the original by mail. We look forward to serving you.

If, at any time, you have a question, please call me at (845) 564-0184 Thank you once again for inquiring about a Display for your special occasion.

Sincerely,

Anthony Esposito

Anthony Esposito

JULY 4 EVER FIREWORKS how we started...where we are now!

July 4 Ever Fireworks company has been in the fireworks industry for over 40 wonderful years. We have always been family owned and operated because of our love and passion we have for fireworks.

Our journey started as wholesalers to the industry, we imported fireworks that were used in thousands of displays throughout the country and abroad. At one time we were the largest importers on the East coast with the most talked about facility with our Military bunkers used to house fireworks. We have loyal employees from our office staff to our dedicated trained Pyrotechnicians.

Our company does displays all year long from the hottest days of summer to the coldest days of winter. Our year-round displays have allowed us to keep our steady clients happy and able to do their biggest Fourth of July displays to their New Years Eve display and every special event in between. Our displays have been seen on TV, from New York to Las Vegas, Barges, Lakes, Beaches, Ball stadiums, National Geographic, around the NYC area, Chinese New Year, Towns, Villages, Corporate events, Weddings and many more.

Our number one priority has always been safety. We pride our company on safety and making sure our clients mind is at ease knowing our commitment and dedication is to assure every show is tailored designed for the location and audiences to have the best experience and a spectacular night to remember.

All Permits, licensing, insurance, workers compensation will be promptly done in our office in a timely manner from the initial signing of the contract. We will do all meetings for sight inspections, and Town Hall meetings (if required).

Our commitment is to provide each client a choreographed show designed by a team dedicated to making sure each show is uniquely planned. We use the highest-grade quality pyrotechnics for ALL our displays and guarantee the best display for every budget.

Our team is one of a few who proudly answers all calls anytime day or night, being able to speak to a representative if any questions should arise. Our customer service is exceptional, and we proudly give references should they be requested.

Reputation Is everything:

What you can expect: High impact, rhythm like dancing fireworks especially if choreographed to music. There is a WOW opening, a body which will captivate and keep audiences engaged with special designs, variety of colors and multiple effects, our finale will consist of a barrage of fireworks that will leave audiences applauding for more!

Thank you. We look forward to working with you!

Synopsis of Services

❖ SHOW DATE:

❖ PROGRAM BUDGET:

❖ EFFECT LIST:

❖ PERSONNEL:

❖ TRANSPORTATION:

❖ PERMITS:

❖ INSURANCE

July 4 Ever & Rocco Polifrone Present

SHOW DATE:

RAIN DATE:

BUDGET:

CLIENT:

ITEM DESCRIPTION	QUANTITY	NUMBER OF SHOTS
OPENING:		
BODY OF DISPLAY:		
FINALE:		
TOTAL:		

CONTENT SUBJECT TO REDESIGN

We reserve the right to make substitutions of equal or greater value in the products, types, quantities and sizes listed herein as long as such substitution in no way reduces the value of the program listed herein. The cost of this program is based on the value of shells and effects and not on shell count. Different items of the same size may have significantly different value, therefore a fireworks program can never be valued on shell count alone. Prices and specifications are subject to change without notice.

July 4 Ever Effects

X Shape Red/ Green Stars With White

Strobe Mine

X Shape Blue & Gold Strobe Willow Tail

Straight Salute W/ Color Tails

Break (5 Inch)

Double Break (6 Inch)

Mixed Effects

Z Shape Whistling Tail To Brocade With
White Strobe

Straight Whistling To Thunder (Instant)

Straight Whistling To Thunder (Instant)

Straight Brocade Mine To Brocade Crown

Straight Blue Tail To Flower Crown With
Red/ Blue

Z Shape Brocade Tail Spit Brocade

Waterfall With Red/ Green Strobe Pistil

Z Shape Blue Tail To Nishiki Willow W/
Color Pearls

Fan Shape Nishiki Willow W/ Color
Falling Leaves

Z Shape Brocade Crown W/ Color Falling
Leaves

July 4 Ever Effects

Z Shape Gold Horse Tail W/ Blue Pearls

Straight Brocade Break Alternate White

Strobe Color Falling Leaves With B/ R
Tails

Straight Red/ Green/ Blue Tail To Ti-
Gold Palm With Red/ Green/ Blue Dahlia

Straight Brocade Tail To Gold Pine With
Red/Green/Blue

Straight Gold To Brocade W/
Teal/Purple/Orange/Blue Dahlia

Half Red Half Blue With White Strobe
Pistil

Z Shape Brocade Crown W/ Color Falling
Leaves

X Shape Red/Green/Blue Tail To White
Strobe With Green/Purple/Orange Dahlias

X Shape Red/Green/Blue Tail To White
Strobe With Green/Purple/Orange Dahlias

Blue Tail Salute W/ Red Strobe Mine

Fan Shape Brocade Mine To Brocade

Z Shape Brocade Horse Tail W/ White
Strobes

July 4 Ever Effects

Brocade Crown W/ Color Falling Leaves

Multiple Reports

Blue Star Mine & Neon Glittering Tail To
Special White Brocade Crown

Blue Star Mine And Neon Glittering Tail
To Gold Ti Willow

Blue Star Mine And Neon Glittering Tail
to Red, Green Falling Leaves And Blue
Star

Blue Star Mine And Neon Glittering Tail
To Red, Sea Blue Stars W. White Strobe
Blue Tail To Gold Ti Willow & Blue Star
Blue Tail To Silver Nishiki Willow, Blue
Star & Red Strobe

Red Coconut Tail To Silver Plum & Red
Dahlia

Special White Brocade Crown To Red,
Orange Dahlia

Blue Tail To Gold Nishiki Willow

Red Tail To Thunder(Instant)

Red Tail To Brocade Crown(Instant)

Straight Whistling To Thunder

Straight Whistling To Thunder(Instant)

Assorted Nishiki Willow Effect

Assorted Tiger Tails To Huge Break

July 4 Ever Effects

Red/ Green/ Orange Dahlia Special White
Strobe

Pigeon Blood Blue Dahlia

Green/ Blue Dahlia Red Lace

Purple/ Green/ Blue Dahlia Gold Lace

White Strobe Pigeon Blood Dahlia

Red Peony Time Rain Pistil

Time Rain Chrys.

Silver Crackling Willow Green Strobe

Brocade Crown

Special Red/ Green/ Blue Brocade

Red/ Green/ Gold Strobe Brocade To
Laser Willow

Silver Palm White Strobe

Gold Willow To Red

Green Willow White Strobe Pistil

Gold Willow Brocade

Red Strobe Willow Blue Stars

Gold Strobe Willow Color Dahlia

Color Palm

Gold Willow To Color With White Strobe

Red/ Green/ Orange/ Yellow To Silver

Palm

Blue Palm

July 4 Ever Effects

Red Lace Ring

Brocade To Blue Ring

Blue Ring

Gold Splash Ring

Delay Time Rain Ring

Quick Crackle Ring

White Strobe Red Moving Mine To

Purple/ Green/ Blue With White Lace

Color Dahlia White Strobe Mine To

Brocade Green Strobe

Gold Blue Mine To Red/ Green/ Blue

With Quick Crackle

Gold Willow To Color With Silver Strobe

Mine To Gold Willow White Strobe Gold

Willow To Red/ Green Strobe Mine To

White Lace Green Tail

Brocade To Red Mine To Color Palm

With Crackle

Blue To Green Mine To Timerain With

Red/Green/Blue Dahlias

Special White Strobe Blue Mine To Red/

Blue Dahlia White Strobe

Crackling Silver Fish Mine To White

Strobe Red Tail

Silver Crackling Wave With Green Mine

To Red/ Green/ Blue Wave White Strobe

July 4 Ever Effects

Green Palm To Timerain Mine To Red/

Green/ Blue Dahlia White Strobe Red

Palm Crackling+Blue Palm Crackle

Pigeon Blood+Blue To Brocade

Brocade Red Strobe+Green Palm Red

Lace

Brocade+Pigeon Blood

Blue/ Green Dahlia With White Strobe

+Pigeon Blood With White Strobe



JULY 4 EVER FIREWORKS INC & ROCCO POLIFRONE

THIS CONTRACT AND AGREEMENT for the display of Fireworks made and concluded this _____ day of _____, 20____, by and between **JULY 4 EVER FIREWORKS INC & ROCCO POLIFRONE**, of Walden, NY (hereinafter referred to as "July 4 Ever & Rocco Polifrone"),

AND

(hereinafter referred to as "Client")

WITNESSETH: For and in consideration of the sum of One Dollar, each to the other in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, July 4 Ever & Rocco Polifrone and Client do mutually and severally agree to perform their several and respective covenants and to comply with all terms, conditions and payments of this contract:

July 4 Ever & Rocco Polifrone agrees:

1. To furnish and deliver to Client, Fireworks to be exhibited on the following dates set forth and agreed upon at the time of signing this contract and Client agrees to pay July 4 Ever & Rocco Polifrone for the Fireworks as follows:

Display Date:

Postponement Date:

Contract amount: \$ _____; 10% due upon signing the Contract and balance due at Noon three days prior to the scheduled display date; all payments shall be made by Draft, Certified Check or Wire Transfer. Checks shall be made payable to July 4 Ever, unless otherwise authorized in writing; NO CASH shall be paid to any agent or employee of July 4 Ever & Rocco Polifrone without written authority.

2. **JULY 4 EVER & ROCCO POLIFRONE** further agrees to furnish, sufficient trained personnel to present a display.

CLIENT further agrees:

3. To procure and furnish a suitable place to display the said Fireworks; to furnish the necessary police and fire protection; to secure all, Police, Local, and State Permits, and to arrange for any security bonds or insurance as required by law in their community

The PARTIES mutually agree:

4. It is agreed and understood by the parties hereto that in the event Fireworks have been taken out and set up before inclement weather and with adequate weather prevailing, such exhibition of fireworks will be carried out in the best possible manner without any deductions from the before named compensations. Should inclement weather prevent firing of said display on the aforementioned Display Date, then it will be understood that program is postponed and will be fired on the aforementioned Postponement Date, and there will be a charge to cover the cost of Postponement of 15%. If there is no alternate date and the program is not fired on the aforementioned Display Date, then it will be understood the program is canceled and there will be a charge to cover the costs of cancellation of 50%.
5. July 4 Ever & Rocco Polifrone reserves the exclusive right to make modifications and substitutions provided that such changes are reasonable and necessary and do not adversely affect price, time of delivery, functional character or display performance. July 4 Ever & Rocco Polifrone reserves the right to use multiple subcontractors in the setup and licensing of the display
6. If the location of the firing site, spectator's location, parking areas of structures is deemed unsuitable or unsafe, in the discretion of July 4 Ever & Rocco Polifrone or its agents or personnel, July 4 Ever & Rocco Polifrone may refuse to fire the display until conditions are corrected. If such conditions are not corrected, July 4 Ever & Rocco Polifrone may cancel the display without further liability to the Client for such cancellation.



7. This contract shall be deemed made in the State of New York and shall be constructed in accordance with the laws of New York. The parties agree and consent to the jurisdiction of New York to determine conflicts regarding the language and payments to be made under this Contract.
8. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against the Client or if a receiver is appointed for the Client, July 4 Ever & Rocco Polifrone may refuse to make further delivery and may terminate this contract without prejudice to the rights of July 4 Ever & Rocco Polifrone . If the Client's financial conditions become unsatisfactory to July 4 Ever & Rocco Polifrone , July 4 Ever & Rocco Polifrone , may require the balance of the purchase price to be deposited in escrow or the Client to provide sufficient proof of its ability to pay the balance of the contract price. Client is not entitled to recover incidental or consequential damages in connection with any breach of this Contract.
9. If Client fails to pay the monies due under this contract, July 4 Ever & Rocco Polifrone is entitled to recover the balance due plus interest at 1-1/2% per month on amounts past due 60 days or more. Further, on balance outstanding of 120 days or more, July 4 Ever & Rocco Polifrone is entitled to recover the balance due, plus accrued interest, plus attorneys fees of 10% of the amount past due, plus court costs.
10. This Contract shall not be construed to create a partnership between the parties or persons mentioned herein.
11. In the event of fire, accident, strikes, delay, flood, act of God or other causes beyond the control of July 4 Ever & Rocco Polifrone , which prevent delivery of said materials, the parties hereto release each other from any and all performance of the covenants herein contained and from damages resulting from the breach thereof.
12. Client agrees to hold harmless July 4 Ever & Rocco Polifrone for any and all actions, claims, and legal fees incurred outside the operations or control of July 4 Ever & Rocco Polifrone . July 4 Ever & Rocco Polifrone agrees to hold harmless client for any and all actions, claims, and legal fees incurred outside the operations of the client.
13. _____

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above-written.

For CLIENT:

For: JULY 4 EVER FIREWORKS INC & ROCCO POLIFRONE

Dated: _____

Dated: _____

Please sign contract where indicated for Client and return all copies for final acceptance to:

**July 4 Ever &
Rocco Polifrone
382 Rock Cut Road
Walden, NY 12586
1-845-564-0184**

July 4 Ever
382 Rock Cut Rd, Walden, NY 12586
Tel: 1-845-564-0184

Communication Sheet

PLEASE COMPLETE THIS FORM AND RETURN IT WITH YOUR SIGNED CONTRACT

CUSTOMER INFORMATION

NAME: _____

ADDRESS: _____

FIRING SITE INFORMATION

LOCATION: _____

ADDRESS: _____

CONTACT: _____
(ONE)

PHONE: _____

CONTACT PERSON

NAME: _____

ADDRESS: _____

PHONE: _____

FAX: _____

CELL: _____

E-MAIL: _____

SHOW INFORMATION

DATE: _____

RAIN DATE: _____

TIME: _____

STORAGE SITE INFO

LOCATION: _____

ADDRESS: _____

SECURITY YES OR NO (CIRCLE

ALTERNATE CONTACT

NAME: _____

ADDRESS: _____

PHONE: _____

FAX: _____

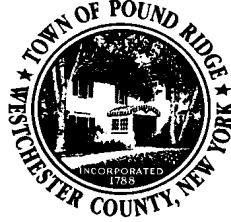
CELL: _____

E-MAIL: _____

Town of Pound Ridge

Tel.: 914-764-5511

Fax: 914-764-0102



To: Town Board

From: Andrea Russo

Date: October 2, 2025

Re: Picnic Tables

I respectfully request the approval to purchase 2 picnic tables. Picnic tables will replace damaged tables in the park, but also add additional eating areas for campers and the community.

The purchase of the new items is within the recreation budget line and under park equipment 001.7140.0201. Items have been discussed with the head of maintenance and approved.

We request to move forward with ULINE company who had the lower bid. The bid is quoted at \$2,827.16.

Respectfully,

Andrea Russo
Superintendent of Recreation & Parks



1-800-295-5510
uline.com
customer.service@uline.com

**PRICING
REQUEST**

REQUEST # PRA1265120

Thank you for your interest in Uline!

PROVIDED TO: POUND RIDGE TOWN OFFICE
179 WESTCHESTER AVE
POUND RIDGE NY 10576-1743

SHIP TO: POUND RIDGE TOWN PARK
199 WESTCHESTER AVE
POUND RIDGE NY 10576-1741

CUSTOMER NUMBER			SHIP VIA	REQUEST DATE	
20786681			DROP SHIP FREIGHT	09/23/25	
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
2	EA	H-2563C	A-FRAME RECYCLED PLASTIC PICNIC TABLE - 6', CEDAR ITEM IS DROP SHIPPED	1,275.00	2,550.00

SUB-TOTAL 2,550.00	SALES TAX .00	SHIPPING/HANDLING 277.16	TOTAL 2,827.16
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NOTE:

ATTENTION: ANDREA RUSSO

NEW: ORDER ONLINE AT [ULINE.COM/PRICINGREQUESTDETAIL](http://uline.com/pricingrequestdetail)

ADDITIONAL SHIPPING TIME IS REQUIRED FOR DROP SHIP ITEMS. PLEASE CONTACT CUSTOMER SERVICE FOR MORE INFORMATION.



SALES QUOTE

QUOTE ISSUED: 09/23/2025
ACCOUNT NO. 6597345
QUOTE NO. 7936915

CUSTOMER INFORMATION

Account Name: TOWN OF POUND RIDGE
Name: ANDREA RUSSO
Address: 199 WESTCHESTER AVE
POUND RIDGE, New York 10576
Email: arusso@townofpoundridge.com
Phone: (914) 764-3987

Part#	Description	Shipping	Qty	Price	Extended
B264186	Global Industrial 6' A Frame Rectangular Picnic Table, Recycled Plastic, Cedar Country Of Origin: UNITED STATES	TRUCK	2	\$1,399.00	\$2,798.00
Notes				ItemTotal:	\$2,798.00
				Tax:	\$0.00
				Shipping and Handling:	\$697.00
				**Total:	\$3,495.00

**Applicable taxes and shipping charges will be added to invoice.
[Please be sure to review our terms and conditions](#)
[Shipping Terms and Conditions](#)

Thank you for the opportunity to help with your needs. To place your order or further assistance please contact me.

Name: LAURA BORRERO
Address: 11 HARBOR PARK DRIVE
PORT WASHINGTON, NY 11050
Email: lborrero@globalindustrial.com
Phone: (516) 608-7107 x207107
Fax: (516) 608-3541

11 Harbor Park Drive, Port Washington, N.Y. 11050 | Copyright © 2025 by Global Industrial. All Rights Reserved.

[Help](#) | [Contact Us](#)

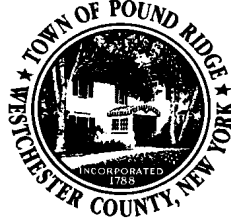


This order is subject to Global Industrial's [Terms & Conditions of Sale](#). Global Industrial objects to any other additional or different terms in your purchase order or acceptance.

Town of Pound Ridge

Tel.: 914-764-5511

Fax: 914-764-0102



To: Town Board

From: Andrea Russo

Date: October 2, 2025

Re: Replacement Pool Lawn Chairs

I respectfully request the approval to purchase 16 pool lawn chairs. The lawn chairs will replace damaged chairs at the pool.

The purchase of the new items is within the recreation budget line and under park equipment 001.7140.0201. Items have been discussed with the head of maintenance and approved.

We request to move forward with Furniture Leisure company who had the lower bid. The bid is quoted at \$3,850.92.

Respectfully,

Andrea Russo
Superintendent of Recreation & Parks



Furniture Leisure

Commercial Site Furnishings

Phone # (800) 213-2401

Fax # (386) 437-6652

Quote

Date	Quote #
9/23/2025	33925

2729 E. Moody Blvd. #104
Bunnell, FL 32110

Bill To
Town of Pound Ridge 179 Westchester Ave Pound Ridge, NY 10576 USA

Ship To
Town of Pound Ridge Andrea Russo 179 Westchester Ave Pound Ridge, NY 10576 USA

P.O. Number	Rep	Terms
	KC	50%deposit/Net

Item	Description	QTY	Cost	Total
7791-GS	6' Poly Picnic Table-Green and Sand	2	1,675.00	3,350.00
Estimated Lead Time	Estimated lead time is 1-2 weeks, not including transit. ***THIS QUOTE IS VALID FOR 30 DAYS***		0.00	0.00
S&H	Shipping and Handling. Commercial Delivery Curbside - Delivery does not include offloading freight. Lift Gate and 24 hr Call Ahead are requested for all applicable orders but are not guaranteed. - The delivery address must have ample room for a 53' semi truck to enter and turn around or exit the property without incident or obstacle. Notify your Sales Rep if a smaller truck is required. - Certain products will ship unassembled. Delivery does not include assembly, installation, placement of furniture, or removal of packing materials.		450.00	450.00

Credit Card payments are subject to a 4% fee of the Total amount charged. All first time orders and orders up to \$24,999.99 require a 50% deposit, all orders \$25,000.00 and above require a 75% deposit. The Balance is due once the order ships. Due to Credit Card Processing guidelines, all Credit Card purchases will be processed for the full amount within 7 days of purchase. Orders will not be processed until the credit is approved by Furniture Leisure, Inc. All Custom Orders (made to the customer's specifications) require payment in advance and are non-cancelable and non-returnable. A 25% restocking fee plus all shipping costs are required to return stock merchandise. Customer is responsible for organizing and payment of return freight. Returns must receive a "Return Authorization" from Furniture Leisure, Inc. prior to shipping. All Returns must be received in the original cartons and in new condition.

Subtotal

Sales Tax (0.0%)

Total

The manufacturer of merchandise purchased from Furniture Leisure, Inc. warrants all products. Written warranties are available upon request. Furniture Leisure, Inc. assumes no responsibility to extend, alter, or modify any product warranty.

Furniture Leisure, Inc. will be held harmless against all claims of liability resulting from receiving, installation and use of these products. All shipments are scheduled ASAP "As soon as Possible". All efforts will be made to expedite. However the purchaser acknowledges no arrival dates are guaranteed. Customer agrees to pay reasonable collection costs allowed by law and/or attorneys fees incurred in connection with the collection of this transaction. The venue for any litigation with Furniture Leisure, Inc. will be Flagler County, Florida.

Receiving, Offloading, Assembly, Placement of Furniture, Installation, and Removal of Packing Materials of the merchandise is solely the customer's responsibility and is not included in the above price.

Signature _____

Title _____ Date _____

alex@furnitureleisure.com

Page 1

www.furnitureleisure.com



Furniture Leisure

Commercial Site Furnishings

Phone # (800) 213-2401

Fax # (386) 437-6652

Quote

2729 E. Moody Blvd. #104
Bunnell, FL 32110

Date	Quote #
9/23/2025	33925

Bill To
Town of Pound Ridge 179 Westchester Ave Pound Ridge, NY 10576 USA

Ship To
Town of Pound Ridge Andrea Russo 179 Westchester Ave Pound Ridge, NY 10576 USA

P.O. Number	Rep	Terms
	KC	50%deposit/Net

Item	Description	QTY	Cost	Total
Inspection by Customer	**Customer MUST INSPECT all products in the Driver's presence during the Time of Delivery. *Take pictures of the packaging as it arrives. *Accept the delivery even if damaged. Note any observed damages of the packaging or products on the Bill of Lading before signing. If B.O.L is electronic, request an Exception Number from the driver. *If the driver cannot wait for inspection & there are damages to the packaging, note "Subject to Inspection" on the B.O.L. or request the Exception Number before they leave. **CONTACT Your Sales Rep WITHIN 48 HOURS of DELIVERY with pictures, the number of products affected, any missing pieces, and/or damage details for further assistance on Freight Claims and resolutions. --- PLEASE NOTE: FREIGHT DAMAGE & MISSING PARTS Discovered After The Carrier Has Left Will Be The Responsibility of the Receiving Party. ---		0.00	0.00
Credit Card Usage Fee	Total sales tax calculated by AvaTax 4% Credit Card Fee ** Fee Will Not Apply to Payments Made by Paper CHECK or ECHECK **Please Advise if payment will be made other than Credit/Debit Card. ** Credit Card Fees Are NON-Refundable**		0.00 0.00	0.00 0.00

Credit Card payments are subject to a 4% fee of the Total amount charged. All first time orders and orders up to \$24,999.99 require a 50% deposit, all orders \$25,000.00 and above require a 75% deposit. The Balance is due once the order ships. Due to Credit Card Processing guidelines, all Credit Card purchases will be processed for the full amount within 7 days of purchase. Orders will not be processed until the credit is approved by Furniture Leisure, Inc. All Custom Orders (made to the customer's specifications) require payment in advance and are non-cancelable and non-returnable. A 25% restocking fee plus all shipping costs are required to return stock merchandise. Customer is responsible for organizing and payment of return freight. Returns must receive a "Return Authorization" from Furniture Leisure, Inc. prior to shipping. All Returns must be received in the original cartons and in new condition.

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Receiving, Offloading, Assembly, Placement of Furniture, Installation, and Removal of Packing Materials of the merchandise is solely the customer's responsibility and is not included in the above price.

Subtotal \$3,800.00

Sales Tax (0.0%) \$0.00

Total \$3,800.00

**Furniture Leisure**

Commercial Site Furnishings

Phone # (800) 213-2401

Fax # (386) 437-6652

Quote**2729 E. Moody Blvd. #104
Bunnell, FL 32110**

Date	Quote #
9/23/2025	33923



Bill To
Town of Pound Ridge Melissa Farella 179 Westchester Ave Pound Ridge, NY 10576 USA

Ship To
Town of Pound Ridge Melissa*914-746-0703 179 Westchester Ave Pound Ridge, NY 10576 USA

P.O. Number	Rep	Terms
	KC	50%deposit/Net

Item	Description	QTY	Cost	Total
W0310	St Maarten Chaise Lounge, Stackable. 1" Round Tubular Aluminum Frame, 2" Virgin Vinyl Straps. 14.5"SH. 20lbs. Frame Color: White 201 Main Vinyl Straps: 201 - White Accent Vinyl Straps: Kelly Green 211	10	250.95	2,509.50
W0350	St Maarten Stacking Dining Chair. 1" Round Tubular Aluminum Frame, 2" Virgin Vinyl Straps. 17"SH, 11 lbs. Frame Color: White 201 Main Vinyl Straps: 201 - White Accent Vinyl Straps: Kelly Green 211	6	137.95	827.70
Estimated Lead Time	Estimated lead time is 4-5 weeks, not including transit.		0.00	0.00
	THIS QUOTE IS VALID FOR 30 DAYS			

Credit Card payments are subject to a 4% fee of the Total amount charged. All first time orders and orders up to \$24,999.99 require a 50% deposit, all orders \$25,000.00 and above require a 75% deposit. The Balance is due once the order ships. Due to Credit Card Processing guidelines, all Credit Card purchases will be processed for the full amount within 7 days of purchase. Orders will not be processed until the credit is approved by Furniture Leisure, Inc. All Custom Orders (made to the customer's specifications) require payment in advance and are non-cancelable and non-returnable. A 25% restocking fee plus all shipping costs are required to return stock merchandise. Customer is responsible for organizing and payment of return freight. Returns must receive a "Return Authorization" from Furniture Leisure, Inc. prior to shipping. All Returns must be received in the original cartons and in new condition.

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Receiving, Offloading, Assembly, Placement of Furniture, Installation, and Removal of Packing Materials of the merchandise is solely the customer's responsibility and is not included in the above price.

Subtotal**Sales Tax (0.0%)****Total**

Signature _____

Title _____ Date _____

alex@furnitureleisure.com

Page 1

www.furnitureleisure.com



Furniture Leisure
Commercial Site Furnishings

Phone # (800) 213-2401

Fax # (386) 437-6652

Quote

**2729 E. Moody Blvd. #104
Bunnell, FL 32110**

Date	Quote #
9/23/2025	33923

Bill To
Town of Pound Ridge Melissa Farella 179 Westchester Ave Pound Ridge, NY 10576 USA

Ship To
Town of Pound Ridge Melissa*914-746-0703 179 Westchester Ave Pound Ridge, NY 10576 USA

P.O. Number	Rep	Terms
	KC	50%deposit/Net

Item	Description	QTY	Cost	Total
Inspection by Customer	<p>**Customer MUST INSPECT all products in the Driver's presence during the Time of Delivery.</p> <p>*Take pictures of the packaging as it arrives.</p> <p>*Accept the delivery even if damaged. Note any observed damages of the packaging or products on the Bill of Lading before signing. If B.O.L is electronic, request an Exception Number from the driver.</p> <p>*If the driver cannot wait for inspection & there are damages to the packaging, note "Subject to Inspection" on the B.O.L. or request the Exception Number before they leave.</p> <p>**CONTACT Your Sales Rep WITHIN 48 HOURS of DELIVERY with pictures, the number of products affected, any missing pieces, and/or damage details for further assistance on Freight Claims and resolutions.</p> <p>--- PLEASE NOTE: FREIGHT DAMAGE & MISSING PARTS Discovered After The Carrier Has Left Will Be The Responsibility of the Receiving Party. ---</p>		0.00	0.00
	Total sales tax calculated by AvaTax		0.00	0.00

Credit Card payments are subject to a 4% fee of the Total amount charged. All first time orders and orders up to \$24,999.99 require a 50% deposit, all orders \$25,000.00 and above require a 75% deposit. The Balance is due once the order ships. Due to Credit Card Processing guidelines, all Credit Card purchases will be processed for the full amount within 7 days of purchase. Orders will not be processed until the credit is approved by Furniture Leisure, Inc. All Custom Orders (made to the customer's specifications) require payment in advance and are non-cancelable and non-returnable. A 25% restocking fee plus all shipping costs are required to return stock merchandise. Customer is responsible for organizing and payment of return freight. Returns must receive a "Return Authorization" from Furniture Leisure, Inc. prior to shipping. All Returns must be received in the original cartons and in new condition.

The manufacturer of merchandise purchased from Furniture Leisure, Inc. warrants all products. Written warranties are available upon request. Furniture Leisure, Inc. assumes no responsibility to extend, alter, or modify any product warranty.

Furniture Leisure, Inc. will be held harmless against all claims of liability resulting from receiving, installation and use of these products. All shipments are scheduled ASAP "As soon as Possible". All efforts will be made to expedite. However the purchaser acknowledges no arrival dates are guaranteed. Customer agrees to pay reasonable collection costs allowed by law and/or attorneys fees incurred in connection with the collection of this transaction. The venue for any litigation with Furniture Leisure, Inc. will be Flagler County, Florida.

Receiving, Offloading, Assembly, Placement of Furniture, Installation, and Removal of Packing Materials of the merchandise is solely the customer's responsibility and is not included in the above price.

Signature _____

Title _____

Date _____

alex@furnitureleisure.com

Page 3

www.furnitureleisure.com

Subtotal \$3,850.92

Sales Tax (0.0%) \$0.00

Total \$3,850.92



Pool Furniture Supply

A Furniture Leisure Web Store

Phone: (877) 646-6320

Fax : (386) 437-6652

Quote

PO Box 2390
Bunnell, FL 32110

Date	Quote No.
9/22/2025	PFS22939

Bill To
Town of Pound Ridge Recreation & Parks Melissa Farella 179 Westchester Ave. Pound Ridge, NY 10576

Ship To
Town of Pound Ridge Recreation & Parks Melissa Farella 179 Westchester Ave. Pound Ridge, NY 10576 USA

P.O. No.	Rep	Terms
	KC	50%Deposit/Net

Item	Description	Qty	Cost	Total
C-150	Chaise Lounge Classic with Vinyl Straps - 12" Seat Height. Frame Color: White - 201 Main Strap Color: White 201 Accent Strap #2/3 on Top/Bottom Color: Kelly Green Accent 211	6	269.00	1,614.00
C-50	Classic Vinyl Strap Dining Chair with Aluminum Frame - 17" Seat Height. Frame Color: White - 201 Main Strap Color: White 201 Accent Strap #2/3 on Top/Bottom Color: Kelly Green Accent 211	5	154.00	770.00
C-40	Classic Vinyl Strap Sand Chair with Aluminum Frame, 9" Seat Height Frame Color: White - 201 Main Strap Color: White 201 Accent Strap #2/3 on Top/Bottom Color: Kelly Green Accent 211	5	144.00	720.00
Estimated Lead Time	Estimated lead time is 8-10 weeks, not including transit. ***THIS QUOTE IS VALID FOR 30 DAYS***		0.00	0.00

Credit Card payments are subject to a 4% fee of the Total amount charged. All first time orders and orders up to \$24,999.99 require a 50% deposit, all orders \$25,000.00 and above require a 75% deposit. The Balance is due once the order ships. Due to Credit Card Processing guidelines, all Credit Card purchases will be processed for the full amount within 7 days of purchase. Orders will not be processed until the credit is approved by Furniture Leisure, Inc. All Custom Orders (made to the customer's specifications) require payment in advance and are non-cancelable and non-returnable. A 25% restocking fee plus all shipping costs are required to return stock merchandise. Customer is responsible for organizing and payment of return freight. Returns must receive a "Return Authorization" from Furniture Leisure, Inc. prior to shipping. All Returns must be received in the original cartons and in new condition.

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Furniture Leisure, Inc. will be held harmless against all claims of liability resulting from receiving, installation and use of these products. All Shipments are scheduled ASAP "as soon as possible". All effort will be made to expedite, however the purchaser acknowledges no arrival dates are guaranteed. Customer agrees to pay reasonable collection costs allowed by law and/or attorneys fees incurred in connection with the collection of this transaction. The venue for any litigation with Furniture Leisure, Inc will be Flagler County, FL.

Receiving, Offloading, Assembly, Placement of Furniture, Installation, and Removal of Packing Materials of the merchandise is solely the customer's responsibility and is not included in the above price.

Subtotal

Sales Tax (0.0%)

Order Total

Signature

Title

... Date ...

sales@poolfurnituresupply.com

Page 1

www.poolfurnituresupply.com



Pool Furniture Supply

A Furniture Leisure Web Store

PO Box 2390
Bunnell, FL 32110

Phone: (877) 646-6320

Fax : (386) 437-6652

Quote

Date	Quote No.
9/22/2025	PFS22939

Bill To
Town of Pound Ridge Recreation & Parks Melissa Farella 179 Westchester Ave. Pound Ridge, NY 10576

Ship To
Town of Pound Ridge Recreation & Parks Melissa Farella 179 Westchester Ave. Pound Ridge, NY 10576 USA

P.O. No.	Rep	Terms
	KC	50%Deposit/Net

Item	Description	Qty	Cost	Total
S&H	Shipping and Handling. Commercial Delivery Curbside - Delivery does not include offloading freight. Lift Gate and 24 hr Call Ahead are requested for all applicable orders but are not guaranteed. - The delivery address must have ample room for a 53' semi truck to enter and turn around or exit the property without incident or obstacle. Notify your Sales Rep if a smaller truck is required. - Certain products will ship unassembled. Delivery does not include assembly, installation, placement of furniture, or removal of packing materials.		896.00	896.00

Credit Card payments are subject to a 4% fee of the Total amount charged. All first time orders and orders up to \$24,999.99 require a 50% deposit, all orders \$25,000.00 and above require a 75% deposit. The Balance is due once the order ships. Due to Credit Card Processing guidelines, all Credit Card purchases will be processed for the full amount within 7 days of purchase. Orders will not be processed until the credit is approved by Furniture Leisure, Inc. All Custom Orders (made to the customer's specifications) require payment in advance and are non-cancelable and non-returnable. A 25% restocking fee plus all shipping costs are required to return stock merchandise. Customer is responsible for organizing and payment of return freight. Returns must receive a "Return Authorization" from Furniture Leisure, Inc. prior to shipping. All Returns must be received in the original cartons and in new condition.

The manufacturer of merchandise purchased from Furniture Leisure, Inc. warrants all products. Written warranties are available upon request. Furniture Leisure, Inc. assumes no responsibility to extend, alter, or modify any product warranty.

Furniture Leisure, Inc. will be held harmless against all claims of liability resulting from receiving, installation and use of these products. All Shipments are scheduled ASAP "as soon as possible". All effort will be made to expedite, however the purchaser acknowledges no arrival dates are guaranteed. Customer agrees to pay reasonable collection costs allowed by law and/or attorneys fees incurred in connection with the collection of this transaction. The venue for any litigation with Furniture Leisure, Inc will be Flagler County, FL.

Receiving, Offloading, Assembly, Placement of Furniture, Installation, and Removal of Packing Materials of the merchandise is solely the customer's responsibility and is not included in the above price.

Subtotal

Sales Tax (0.0%)

Order Total

Signature

Title

Date



Pool Furniture Supply

A Furniture Leisure Web Store

Phone: (877) 646-6320

Fax : (386) 437-6652

Quote

PO Box 2390

Bunnell, FL 32110

Date

9/22/2025

Quote No.

PFS22939

Bill To

Town of Pound Ridge Recreation & Parks
Melissa Farella
179 Westchester Ave.
Pound Ridge, NY 10576

Ship To

Town of Pound Ridge Recreation & Parks
Melissa Farella
179 Westchester Ave.
Pound Ridge, NY 10576
USA

P.O. No.

Rep

Terms

KC

50%Deposit/Net

Item	Description	Qty	Cost	Total
Inspection by Custo...	<p>**Customer MUST INSPECT all products in the Driver's presence during the Time of Delivery.</p> <p>*Take pictures of the package as it arrives.</p> <p>*Accept the delivery even if damaged. Note any observed damages of the packaging or products on the Bill of Lading before signing. If B.O.L is electronic, request an Exception Number from the driver.</p> <p>*If the driver cannot wait for inspection & there are damages to the packaging, note "Subject to Inspection" on the B.O.L. or request the Exception Number before they leave.</p> <p>**CONTACT Your Sales Rep WITHIN 48 HOURS of DELIVERY with pictures, the number of products affected, any missing pieces, and/or damage details for further assistance on Freight Claims and resolutions.</p> <p>— PLEASE NOTE: FREIGHT DAMAGE & MISSING PARTS Discovered After The Carrier Has Left Will Be The Responsibility of the Receiving Party. —</p>		0.00	0.00
Credit Card Usage Fee	<p>Total sales tax calculated by AvaTax</p> <p>4% Credit Card Fee</p> <p>** Fee Will Not Apply to Payments Made by Paper CHECK or ACH.</p> <p>**Please Advise if payment will be made other than Credit/Debit Card.</p> <p>** Credit Card Fees Are NON-Refundable**</p>		0.00	0.00

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Receiving, Offloading, Assembly, Placement of Furniture, Installation, and Removal of Packing Materials of the merchandise is solely the customer's responsibility and is not included in the above price.

Subtotal \$4,000.00

Sales Tax (0.0%) \$0.00

Order Total \$4,000.00

Signature _____ Title _____ Date _____

sales@poolfurnituresupply.com

Page 3

www.poolfurnituresupply.com



Exceeding Your Expectations. Enhancing Your Earnings.
30 Crossing Lane Suite 105, Lexington, VA 24450 / Ph: 540-463-6510 Fx: 540-463-6710



Date	Number
08/28/2025	25298

Quote valid for 10 days

Bill To	Ship To
Melissa Farella	Melissa Farella
179 Westchester Ave Pound Ridge, New York 10576 US 9145067967	179 Westchester Ave Pound Ridge, New York 10576 US 9145067967
ATTN: Accts Payable	

Acct Mgr	Ship On	Payment Terms	PO Number
Tammy Ramsey		Purchase Order	

Item	Description	Qty	Each	Total
142LC-31145	Aruba Strap Chaise Lounge with Arms with Round Aluminum Frame Accent Strap Color 7 x 211 Kelly Green Frame Color 7 x 224 Off White Main Strap Color 7 x 211 Kelly Green Accent Placement 7 x 2nd, 3rd & 4th Strap, Top & Bottom Glides Aluminum Skids Strap Single Strap	7.0000	\$283.07	\$1981.49



Item	Description	Qty	Each	Total
142CH-3100	Aruba Strap Dining Chair with Round Aluminum Frame Accent Strap Color 4 x 211 Kelly Green Frame Color 4 x 224 Off White Main Strap Color 4 x 211 Kelly Green Accent Placement 4 x 2nd, 3rd & 4th Strap, Top & Bottom Strap Single Strap	4.0000	\$137.87	\$551.48
142CH-3105	Aruba Strap Sand Chair with Round Aluminum Frame Accent Strap Color 4 x 211 Kelly Green Frame Color 4 x 224 Off White Main Strap Color 4 x 211 Kelly Green Accent Placement 4 x 2nd, 3rd & 4th Strap, Top & Bottom Strap Single Strap	4.0000	\$137.87	\$551.48
Estimated Shipping	**Freight is Estimate Only** Due to the current fluctuation in fuel surcharges with all common LTL carriers, rate quotes are only valid for 7 days. Therefore, please note the shipping estimate is an approximate rate and subject to change at the time of shipping.	1	\$911.00	\$911.00
			Sales Tax	\$0.00
			Order Total	\$3995.45

- ☐ I agree that the above items are correct, or I have made corrections.

Read and check each statement, then enter your name as your authorization at the end of this section.

- ☐ I agree that a signed quote is a final sale.
- ☐ Delivery of items is as noted above. Additional shipping charges may be incurred for any changes in delivery schedule, and will be the responsibility of the (client) purchaser.
- ☐ ParknPool will be held harmless against all claims of liability resulting from the installation and use of these products.
- ☐ Payment terms are noted above. A finance charge of 1.5% per month of the unpaid balance will be charged on overdue accounts. Client agrees to pay collection cost by law, and attorney's fees incurred in the collection of any unpaid balance. The venue for any litigation with ParknPool will be Lexington, Virginia.
- ☐ Client is responsible for inspecting each shipment for damage before accepting delivery. Client must report any damage and concerns to ParknPool within 24 hours of delivery. Damaged shipments may be rejected or received by the client.
- ☐ Client is responsible for the unloading and assembly of all items, unless otherwise noted above.
- ☐ Original manufacturer warranties apply to the products and are available upon request.

Authorizing Signature *

Date

09/23/2025

Submit Signature

Town Clerk's Office

MEMORANDUM

To: Town Board
From: Erin Trostle
Cc: Vinnie Duffield
Date: October 2, 2025
Re: Cemetery plot sale

Please authorize the following cemetery plot sale:

<u>Name(s)</u>	<u>Address</u>	<u>Plot</u>	<u>Price</u>
Alan and Carol Alterman	72 Eastwoods Road Pound Ridge, NY 10576	113-A, Section 3 (1 gravesite)	\$1,000

Town Clerk's Office

MEMORANDUM

To: Town Board
From: Erin Trostle
Cc: Jonah Maddock
Date: October 2, 2025
Re: 2025-26 fuel oil bids

A bid opening for #2 fuel oil for the 2025-26 heating season was held at the Town House at 10:00 am on Tuesday, September 30, 2025.

The following two timely complete bids were received:

	<u>Almeida Oil</u>	<u>Marshall Oil</u>
#2 Fuel oil (price per gallon)	\$0.01 below Low New York Harbor Barge Reseller's price	\$0.03 below Low New York Harbor Barge Reseller's price
Service contract (boiler)	\$97.00	\$100.00
Service contract (water heater)	\$47.00	\$50.00

The Maintenance Supervisor recommends awarding the bid to Marshall Oil since their rate on fuel oil is the lower of the two, and since they have consistently provided superior service.

From: [Nicole Engel](#)
To: [Nicole Engel](#)
Cc: [Nicole Engel](#)
Subject: FW: Hopes Door/ October Domestic Violence Month
Date: Wednesday, September 17, 2025

From: Shepherd, Caroline <CShepherd@HoulihanLawrence.com>
Sent: Wednesday, September 17, 2025 3:23 PM
To: Nicole Engel <chiefstaff@townofpoundridge.com>
Subject: Re: Hopes Door/ October Domestic Violence Month

Nicole:

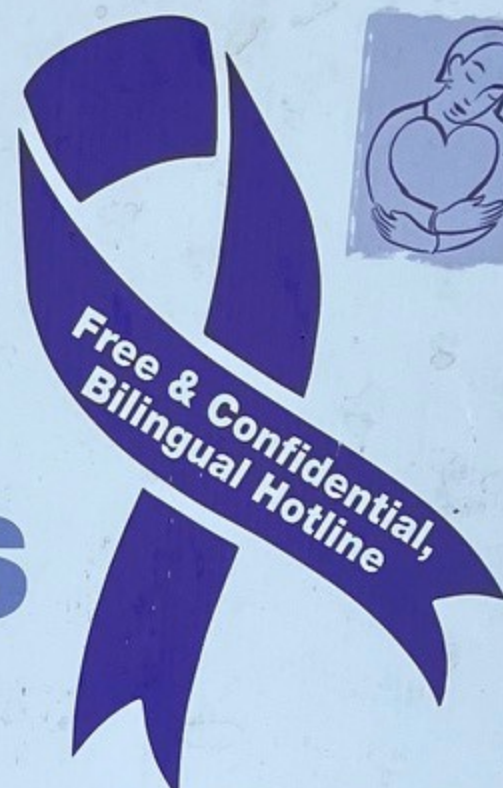
We are seeking permission for Hopes Door to place our signs in honor of Domestic Violence awareness month during the month of October.

We typically place the signs on the first day of October. We begin at the town house and place also by Fancher at the triangle, Upper Shad, then in front of North Star, Breads and Bakes (along the strip), in front of Chubbys, by 4-way stop and down by the Market 1st and second entrances.
We remove the signs in the first day of November.

Thanks so much,
Caroline Shepherd

Associate Real Estate Broker
Houlihan Lawrence
Accredited Staging Professional
Ranked in top 1.5% of agents nationwide
M. 914.393.2795
<https://linktr.ee/carolineshepherdrealestate>

**OCTOBER
DOMESTIC
VIOLENCE
AWARENESS
MONTH**



**1-888-438-8700
HOPESDOORNY.ORG**