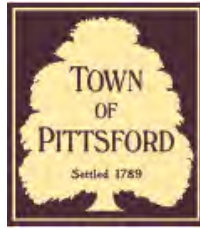


SUPERVISOR
William A. Smith, Jr.



COUNCIL MEMBERS
Kate Bohne Munzinger, Deputy
Supervisor
Kevin Beckford
Cathy Koshykar
Stephanie Townsend

TOWN BOARD AGENDA

Tuesday, April 20, 2021 – 6:00 pm
Meeting by Online Video with Public Access

Page 1 of 2

Call to Order
Pledge of Allegiance

Minutes
Approval of Minutes of Meeting of April 6, 2021

Legal Matters
Public Comment
Resolution to Solicit CCA Bids

Financial Matters
Public Comment
Vouchers

Operational Matters
Public Comment
Sustainability Update

Recreational Matters
Public Comment
2021 Community Events
Summer Recreational Programs
Concert Series Band Contracts
Tent Rental Vendor Contract
Outdoor Movie Contract

Personnel Matters
Public Comment
Hiring Resolution

Other Business
Public Comment
Board Discussion on Marijuana Legalization

Public Comment
Adjournment

Instructions for online viewing and offering comments on attached page 2

How to view the meeting:

1. Zoom

- In your web browser, go to

<https://townofpittsford.zoom.us/j/84000821641?pwd=QjFwaDVqazdFVGhvOHhyOFc1OVRZdz09>

You will be connected to the meeting.

2. Telephone

- You can access the meeting by phone. Use any of the numbers below, then enter the meeting ID.

The Meeting ID is 840 0082 1641. No password is necessary.

(929) 205-6099 (312) 626-6799

(253) 215-8782 (301) 715-8592

(346) 248-7799 (669) 900-6833

3. Comments

Comments are open to Pittsford residents, owners of property in the Town who pay Town taxes, owners of a businesses in the Town, attorneys or agents designated by a resident to speak on the resident's behalf.

By E-Mail

- Commenters can submit a comment for the meeting by emailing it to comments@townofpittsford.org any time before 2:30pm on the date of the meeting.
- Please begin any comment with your name and street address. Comments by e-mail will be read aloud by the Town Clerk.
- To comment by email on anything that takes place at the meeting, use the email address shown prior to 2:30pm on the next meeting date. The Clerk will read such comments from residents aloud at that meeting.

Using Zoom

- For commenting during the meeting, please begin with your name and street address.
- At the points where the Supervisor asks if there are public comments, if you are a resident, property owner, business owner or attorney or agent, as described above, and wish to comment, click "Raise Hand" in the control panel. (Telephone attendees press *9).
- Your comment will be taken in the order received. When you receive a message to "Unmute Now" please do so and make your comment. All comments must begin with the name and street address of the commenter.
- Alternatively, if you don't have a microphone or prefer or need to submit a comment in writing, you can do so by clicking "Chat" in the controls at the bottom of your Zoom window.
- When called upon, please begin with your name and street address and type your message into the chat window, then press "Enter" to send. The Town Clerk will read your message aloud.
- We are pleased to offer Zoom Automated Transcription captions for our Town Board. This service automatically creates machine-generated transcriptions and users should be aware that wording inaccuracies may occur.

Minutes of the Town Board for April 6, 2021

**DRAFT
TOWN OF PITTSFORD
TOWN BOARD
APRIL 6, 2021**

Proceedings of a regular meeting of the Pittsford Town Board held on Tuesday, April 6, 2021 at 6:00 P.M. local time via Zoom.

PRESENT: Supervisor William A. Smith, Jr.; Councilmembers Kevin S. Beckford, Cathy Koshykar, Katherine B. Munzinger and Stephanie M. Townsend.

ABSENT: None.

ALSO PRESENT: Staff Members: Jessie Hollenbeck, Recreation Director; Cheryl Fleming, Personnel Director; Paul J. Schenkel, Commissioner of Public Works; Brian Luke, Finance Director; Robert B. Koegel, Town Attorney; Laura Beeley, Deputy Town Clerk; Hayes Wallman, Deputy Clerk; and Spencer Bernard, Chief of Staff.

ATTENDANCE: There were thirty-six (36) members of the public in attendance, as well as three (3) additional staff members and an interpreter.

Supervisor Smith called the Town Board meeting to order at 6:00 P.M. The Deputy Town Clerk noted board members present and Supervisor Smith lead all present in the Pledge to Flag.

SUPERVISOR'S ANNOUNCEMENTS

- Interactive Zoning Map - Supervisor Smith reminded residents of the Town's Zoning Code update and encouraged public participation through the interactive Zoning Map on the website, available 24/7 through April 25th. Supervisor Smith again encouraged all residents to participate in this process and to make their views known.
- Pittsford leads in Community Solar signups – Supervisor Smith announced that he has received notification from Roctricity (the Town's administrator for the Community Solar project) that Pittsford is the leading municipality in community solar sign-ups, accounting for 52% of all enrollments in the three participating Towns.
- Spring cleanup – with the good weather upon us, Supervisor Smith thanked the operations staff for their jump-start on the spring clean-up around Pittsford.
- Bicycling – reminder to all those riding bicycles to please wear helmets.
- Library Hours extended: Monday – Thursday, 9AM – 7PM, Friday, 9AM – 6PM and Saturday's 10AM – 5PM
- The first Agenda Item, regarding Bridleridge Farms, has been withdrawn as moot, consequent to Bridleridge abandoning its proposed course of action.

MINUTES OF THE MARCH 2 AND MARCH 16, 2021 APPROVED

A Resolution to approve the March 2, 2021 and March 16, 2021 Minutes was offered by Councilmember Townsend, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Minutes of the March 2, 2021 and the March 16, 2021 meetings are approved as written.

Minutes of the Town Board for April 6, 2021

FINANCIAL MATTERS

PUBLIC COMMENTS

No comments were offered regarding Financial Matters.

SURPLUS INVENTORY APPROVED

A Resolution to approve the proposed inventory for the Town Board to declare surplus and to be removed from the Town's inventory was offered by Deputy Supervisor Munzinger, seconded by Councilmember Beckford, and voted on by members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the following equipment items be declared surplus/junk and be removed from the Town's inventory.

Asset #	Year	Description	Department	Cost	Disposition
17506	2013	FORD F-350 #338-1	Parks	25,967.00	Auction
17506B	2013	DUMP BODY FOR TRUCK # 338-1	Parks	7,389.00	Auction
16608	2010	JOHN DEERE X360 TRACTOR # 358	Parks	4,396.00	Auction
13901	2001	J.C. SMITH #80 STONE ROLLER	Highway	6,545.00	Auction
17803	2015	JACOBSEN R311T MOWER	Parks	56,302.00	Auction
12569	1994	ELIMINATOR TRAILER	Parks	2,745.00	Auction
11524	1978	OWENS TRAILER	Parks	1,550.00	Auction
14221	2005	M-SCOPE ATTACHMENT-METROCLAMP	Sewer	307.00	Auction
15902	2005	ROOT CUTTER AND CHAIN SCRAPER	Sewer	5,800.00	Auction
15943	2007	CHAIN SCRAPER & CENTERHEAD	Sewer	2,115.00	Auction
13575	1986	BLOWER, FASCO POWER CAT PORTABLE	Sewer	236.00	Auction
17267	2014	POLE PRUNER SHAFT	Sewer	485.00	Auction
17232	2011	ARTICULATING KEYBOARD PLATFORM	Sewer	236.21	Junked
18619	2018	WALL HEATERS	Bldg Maint.	166.50	Junked
20159	2020	STICK VACUUM	Bldg Maint.	113.99	Junked
12484	1988	SWIVEL DESK CHAIR	Supervisor	100.00	Junked

BUDGET TRANSFER APPROVED

Supervisor Smith reviewed the proposed Budget Transfer to continue with the Zoning Code update and, therefore, made a motion to approve the budget transfer. Councilmember Townsend seconded the motion, and the vote was taken as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that \$44,000.00 be transferred from 2.1990.4000.1.1 (PT – Contingency) to 2.8020.4401.0018.0001 (PT – Engineers Planning & Zoning) to continue with Zoning Code update.

PURCHASE AMOUNT AUTHORIZATION

Finance Director Brian Luke spoke, explaining his recommendations to the Board that they increase the purchase amount authorizations from \$1,000 to \$2,000. This would require any purchase of \$2,000 or more to obtain three quotations, as opposed to the current requirement of \$1,000. He indicated that this is in line with inflation and will allow for more efficiencies and maintain the integrity of the policy.

After some brief discussion, a motion to approve this increase in the purchase amount authorization was offered by Councilmember Beckford, seconded by Supervisor Smith, and voted on by members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: none.

Minutes of the Town Board for April 6, 2021

The Resolution was declared carried as follows:

RESOLVED, that purchases by the Town for less than \$2,000 shall not require a written request for goods or multiple quotes and that this be reflected in applicable departmental guidelines and policies.

Below is the revised Procurement Policy, as amended in this Resolution:

Town of Pittsford Procurement Policy

WHEREAS, Section 104-b of the General Municipal Law (GML) requires every town to adopt internal policies and procedures governing all procurement of goods and services not subject to the bidding requirements of GML, §103 or any other law; and

WHEREAS, comments have been solicited from those officers of the town involved with the procurement; NOW, THEREFORE, be it

RESOLVED: That the Town of Pittsford does hereby adopt the following procurement policies and procedures:

Guideline 1. Every prospective purchase of goods or service shall be evaluated to determine the applicability of GML, § 103. Every town officer, board, department head or other personnel with the requisite purchasing authority (hereinafter Purchaser) shall estimate the cumulative amount of items of supply or equipment needed in a given fiscal year. That estimate shall include the canvass of other town departments and past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.

Guideline 2. All purchase of a) supplies or equipment, which will exceed \$20,000.00 in the fiscal year or b) public works contract over \$35,000.00, shall be formally bid pursuant to GML § 103.

Guideline 3. All estimated purchases of:

- Less than \$20,000.00 but greater than \$5,000.00 requires a written request for a proposal (RFP) and written/fax quotes from 3 vendors. To be approved by the Town Board except where purchases have been previously approved as part of the budget.
- Less than \$5,000.00 but greater than \$2,000.00 requires a written request for goods and quotes from 3 vendors.

All estimated public works contracts of:

- Less than \$35,000.00 but greater than \$5,000.00 requires a written RFP and fax/proposals from 3 contractors. To be approved by Town Board except when items have been previously approved as part of the budget.
- Less than \$5,000.00 but greater than \$2,000.00 requires a written request for goods and quotes from 3 vendors.

Any written RFP shall describe the desired goods, quantity and the particulars of delivery. The Purchaser shall compile a list of all vendors from whom written/fax/oral quotes have been requested and the written/fax/oral quotes offered.

All information gathered in complying with the procedures of this Guideline shall be preserved and filed with the documentation supporting the subsequent purchase or public works contract.

Guideline 4. The lowest responsible proposal or quote shall be awarded the purchase or public works contract unless the Purchaser prepares a written justification providing reasons why it is in the best interest of the town and its taxpayers to make an award to the other than the low bidder. If a bidder is not deemed responsible, facts supporting that judgement shall also be documented and filed with the record supporting the procurement.

Minutes of the Town Board for April 6, 2021

Guideline 5. A good faith effort shall be made to obtain the required number of proposals or quotations. If the Purchaser is unable to obtain the required number of proposals or quotations, the Purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to procurement.

Guideline 6. Except when directed by the Town Board, no solicitation of written proposals or quotations shall be required under the following circumstances:

- a) Acquisition of professional services;
- b) Emergencies;
- c) Sole source situations;
- d) Goods purchased from agencies for the blind or severely handicapped;
- e) Goods purchased from correctional facilities;
- f) Goods purchased from another governmental agency;
- g) Goods purchased at auction;
- h) Goods purchased for less than \$2,000.00;
- i) Public works contracts for less than \$2,000.00.

Guideline 7. The Town Board recognizes that the use of a credit card is necessary for the purchase of goods from vendors with whom the Town of Pittsford does not have accounts, on C.O.D. items, on-line purchases or travel expenses. The Town of Pittsford will have two separate major credit card accounts. These cards will be in the possession of the Director of Finance and the Information Services Manager.

The Town Board also recognizes that certain vendors require "store credit" accounts. These store cards are the responsibility of the Department Head for the department to which the cards were issued.

Credit card expenditures will be charged to the appropriate budget codes and original receipts will be forwarded to the Finance Office for all charges. Failure to submit original receipt for charges may result in the officer/employee being personally liable for the undocumented charges.

All other procurement policy guidelines will be followed in the use of the credit card.

Guideline 8. The Town Board of the Town of Pittsford shall establish by resolution at its Organizational Meeting those employees who are responsible for making purchases and authorized to approve vouchers for payment. This will be in accordance with GML § 104-b (2) (f).

Guideline 9. This policy shall be reviewed annually by the Town Board at its organizational meeting or as soon thereafter, as is reasonably practicable.

FIXED ASSET POLICY UPDATED AND ADOPTED

Finance Director Brian Luke then reviewed with the Board his recommendation to update the Fixed Asset Policy to minimum threshold value of \$500 from the current minimum value of \$100 to increase efficiencies. Thereafter, Deputy Supervisor Munzinger made a motion to update the Fixed Asset Policy, as recommended, seconded by Councilmember Beckford, and voted on by members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Director of Finance is authorized to make the highlighted changes to the Fixed Asset Policy, increasing the fixed assets minimum value from \$100 to \$500; and be it further

RESOLVED, that the "Updated Fixed Asset Policy" be adopted.

The following is the Updated Fixed Asset Policy as amended and adopted:

Minutes of the Town Board for April 6, 2021

Town of Pittsford Fixed Asset Policy

The Town Supervisor or his/her designee shall be responsible for maintaining a continuous and accurate inventory of equipment owned by the District in accordance with "The Uniform System of Accounts for Towns."

All supplies and equipment purchased and received by the Town shall be checked, logged, and stored through an established procedure.

The Director of Finance shall be responsible for accounting for general fixed assets according to the procedures outlined by the Uniform System of Accounts for Towns and GASB Statement 34 Regulations.

These accounts will serve to:

- a) Maintain a physical inventory of assets;
- b) Establish accountability;
- c) Determine replacement costs; and
- d) Provide appropriate insurance coverage.

Fixed assets with a minimum value of \$500.00 and a useful life of one (1) year or more and physical characteristics not appreciably affected by use or consumption shall be inventoried and recorded on an annual basis. Fixed assets shall include land, buildings, and equipment.

The Board shall establish a dollar threshold as a basis for considering which fixed assets are to be depreciated. Such threshold shall ensure that at least eighty percent (80%) of the value of all assets is reported. However, it is recommended that such threshold shall not be greater than \$10,000 (ten thousand dollars). A standardized depreciation method and averaging convention shall also be established for depreciation calculations.

Fixed assets acquired having a value equal to or greater than the established threshold are considered depreciable assets and shall be inventoried for the purposes of GASB 34 accounting practices and placed on a depreciation schedule according to its asset class and estimated useful life as stipulated by the New York State Comptroller's Office or the Internal Revenue Service (IRS).

Assets shall be recorded at initial cost or, if not available, at estimated initial cost; gifts of fixed assets shall be recorded at estimated fair value at the time of the gift. A property record will be maintained for each asset and will contain, where possible, the following information:

- a) Date of acquisition;
- b) Description;
- c) Cost or value;
- d) Location;
- e) Asset type;
- f) Estimated useful life;
- g) Current value;
- h) Salvage value;
- i) Date and method of disposition; and

The Director of Finance shall arrange for the annual inventory of Town property, equipment and material. Any discrepancies between an inventory and the Town's property records on file should be traced and explained.

Minutes of the Town Board for April 6, 2021

PUBLIC COMMENTS

Supervisor Smith reviewed procedures for public comments at Town Board meetings, and reminded all offering comment to be respectful and civil.

OPERATIONAL MATTERS

Public Comments

A comment was presented by Mary Moore.

DRIVE-THRU ANNUAL RABIES CLINIC APPROVED

Supervisor Smith reviewed the Animal Control Officer's proposal for the Annual Rabies Clinic with Monroe County, noting that this year it will be done as a drive-through clinic. Thereafter, a motion to approve the Annual Rabies Clinic was offered by Deputy Supervisor Munzinger, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the Town Board hereby approves expenditure of up to \$500.00 for a free Drive-Thru Rabies Clinic to be held at the Town Highway Garage on Thursday, May 13, 2021 from 4:30 p.m. to 7:30 p.m.

PITTSFORD LITTLE LEAGUE VENDING PERMIT FOR HABECKER BASEBALL FIELDS AUTHORIZED

A Resolution to authorize a Food Vending Permit to Pittsford Little League was offered by Supervisor Smith, seconded by Councilmember Townsend, and voted on by members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that based on the recommendation of the Commissioner of Public Works, Town Board approves the proposed Food Vending Permit to Pittsford Little League to operate a vending unit on the Town owned Habecker Baseball Fields located at 34 East Street, from May 1, 2021 through October 31, 2021 and that the Town Supervisor is authorized to sign the permit.

Councilmember Townsend recommended that the Town create some signs to remind everyone near the fields to continue to follow safety measures regarding Covid. Supervisor Smith confirmed that this has already been discussed internally and will be happening.

ASSIGNMENT OF FARM LEASE APPROVED

Commissioner Schenkel has proposed that the Town consent to assignment of the lease of the Town's 18.0 acre parcel on Hedge Wood Lane to a new tenant farmer. It is currently leased to Mike Silco, who is retiring. Jared Brush, of Hidden Springs Farms, has approached the Town to take over the farming of this property for the remainder of the lease, which will expire on December 31, 2022. Mr. Brush will be farming the other Silco farm property following the retirement of Mike and Jim Silco.

In discussion Councilmember Koshykar suggested adding some restrictions in the leases, such as no pesticide use by farmers. Commissioner Schenkel noted that agricultural districts fall under specific "right to farm/agricultural laws" that cannot be regulated by any Town law or restriction.

Thereafter, a motion to approve assignment of the lease from Silco Farms to Hidden Springs Farms was offered by Deputy Supervisor Munzinger, seconded by Supervisor Smith, and voted on by members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

Minutes of the Town Board for April 6, 2021

RESOLVED, that the Supervisor be and hereby is authorized to approve an assignment of the lease dated March 3, 2020 between the Town of Pittsford and Mike Silco, Silco Farms LLC, to Hidden Springs Farm LLC, with all current provisions of the lease remaining unchanged except for the name of the Assignee/Lessee.

CONTINUED DISCUSSION

Councilmember Koshykar suggested that the Town create a board or committee to look at our farm leases and future conditions to include in such leases before the current leases expire at the end of 2022. She also suggested that we ask the Town's Environmental Board to look at this. Supervisor Smith and Councilmember Townsend strongly felt that discussion of farm practices must start with the farmers of our community themselves. Councilmember Townsend and Supervisor Smith both offered to participate in any such engagement with farmers. The Supervisor mentioned availability of advice from the County's Agricultural and Farmland Protection Board and from Dr. Robert King, Director of the Agricultural Institute at Monroe Community College. Supervisor Smith noted that in 200 years one thing farmers in Pittsford have never asked the Town Board for was advice on how to run their farms, and seconded Councilmember Townsend's observation that it will be we learning from Pittsford's farmers and not the other way around. He stated that it is the policy of the Town to support farming, that the Town wholly supports farming families and would not take steps to threaten their livelihood.

After further discussion, Spencer Bernard was asked to do the initial research on this topic.

EXECUTIVE SESSION FOR VOLUNTEER BOARD APPOINTMENTS SET FOR FRIDAY, APRIL 9 AT 4:30 PM APPROVED

Following discussion and inquiry regarding remote attendance at an Executive Session, Supervisor Smith moved to set an Executive Session for discussion of the volunteer board appointments for Friday, April 9th at 4:30 PM, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that an Executive Session be set for Friday, April 9 at 4:30 PM, at Town Hall to discuss the volunteer board appointments.

PERSONNEL MATTERS

PUBLIC COMMENTS

No public comments were offered regarding Personnel Matters.

AMENDMENT TO 457 DEFERRED COMPENSATION PLAN APPROVED

Personnel Director Cheryl Fleming reviewed the amendment to the 457 Deferred Compensation Plan as proposed by the New York State Deferred Compensation Board. Following the explanation, a motion was made by Deputy Supervisor Munzinger to approve the Amendment to the 457 Deferred Compensation Plan, seconded by Councilmember Beckford, and voted on by members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

WHEREAS, the New York State Deferred Compensation Board (the "*Board*"), pursuant to Section 5 of the New York State Finance Law ("*Section 5*") and the Regulations of the New York State Deferred Compensation Board (the "*Regulations*"), had promulgated the Plan Document of the Deferred Compensation Plan for Employees of The Town of Pittsford (the "*Model Plan*") and offers the Model Plan for adoption by local employers;

WHEREAS, The Town of Pittsford, pursuant to Section 5 and the Regulations, has adopted and currently administers the Model Plan known as the Deferred Compensation Plan for Employees of The Town of Pittsford.

WHEREAS, effective December 11, 2020, the New York State Deferred Compensation Board amended the Model Plan to adopt the following provisions:

Minutes of the Town Board for April 6, 2021

- Including provisions related to the Setting Every Community Up for Retirement Enhancement (SECURE) Act of 2019; which extends the required start date for Required Minimum Distributions (RMD) to begin at the age of 72, changes the RMD rules for beneficiaries, creates new categories of beneficiaries, includes ability for plan sponsors to reduce the in-service distribution age from 70 ½ to as low as 59 ½, allows for in-service withdrawals for the birth or adoption of a child up to \$5,000;
- Including provisions related to the Coronavirus Aid, Relief, and Economic Security (CARES) act of 2020; which waived RMDs for the calendar year of 2020, allowed for in service distributions of up to \$100,000 to qualified individuals no later than December 31, 2020, allowed for loans up to \$100,000 to qualified individuals (up to 100% of the account value), and allowed for deferment of plan loan repayments for one year for qualified individuals.

WHEREAS, the Board has offered for adoption the amended and restated Model Plan to each Model Plan sponsored by a local employer in accordance with the Regulations; and

WHEREAS, upon due deliberation, The Town of Pittsford has concluded that it is prudent and appropriate to amend the Deferred Compensation Plan for Employees of The Town of Pittsford by adopting the amended Model Plan;

NOW, THEREFORE, BE IT

RESOLVED, that The Town of Pittsford hereby amends the Deferred Compensation Plan for Employees of The Town of Pittsford by adopting the amended Model Plan effective January 1, 2021, including the optional provisions selected in Schedules A and B, in the form attached hereto as Exhibit A.

HIRING RESOLUTION APPROVED

A Resolution to approve the proposed recommendations for new hires and a status change was offered by Deputy Supervisor Munzinger, seconded by Councilmember Beckford, and voted on by members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the following personnel be and hereby is approved for the date of hire as recommended.

Name	Dept	Position	Salary	Effective Date
Kahlil Robinson	Highway	Laborer – FT	\$18.35/hr	04/12/2021
Devon Kaspar	Highway	Laborer – FT	\$18.35/hr	04/12/2021
Zachary Condello	Highway	Laborer – FT	\$18.35/hr	04/12/2021
Zachary Valletta	Highway	Laborer – FT	\$18.35/hr	04/12/2021
Brett Wilby	Parks	Laborer – Seasonal	\$14.50/hr	04/05/2021
Grant Turner	Parks	Laborer – Seasonal	\$13.25/hr	04/12/2021

Be it further

RESOLVED, that the Town Board approves the status change for the following employee:

Name	Position	Reason for Change	Salary	Effective Date
Dylan Selden	MEO III	Promotion	\$20.89/hr	04/12/2021

OTHER BUSINESS

Barton and Loguidice, consultants for the Zoning Code update, have agreed to begin meeting regularly with the Town Board on the Zoning code update: They will be doing this on the 2nd and 4th Wednesdays of every month at 12 Noon.

Ice skating rink proposal – Commissioner Schenkel discussed the history of skating rinks in Pittsford, noting that the Town had one a few decades ago at what is Mendon Center Elementary School and, later

Minutes of the Town Board for April 6, 2021

at Thornell Farm Park. He indicated the loss in interest, as hockey was not permitted as recommended by insurance companies. He noted the possibilities of creating one now, with the most ideal location as Thornell Farm Park and the reviewed staffing and the construction of such a rink. He indicated the materials cost to be approximately \$15 – 18,000 and then staffing costs would be approximately 14 - \$15,000. Overall, it appears that, although possible, he is not sure the cost outweighs the benefits. Councilwoman Townsend suggested that there may be other less expensive “outdoor” activities that the Parks and Recreation Department could pursue, such as purchasing of snowshoes for trail hikes in the winter.

The Board will discuss the Town’s response to the State’s legalization of marijuana at the next Town Board meeting.

Councilmember Townsend noted that the Environmental Board reviewing the Comprehensive Plan to provide input to the mapping survey for the Zoning Code update. She suggested that in future requests by landowners for to modify conservation easements might be reviewed by the Environmental Board before being put forward for Town Board action, noting the agenda item withdrawn tonight. Councilmember Townsend encouraged board members and the public to review the report of the County’s Race and Structural Equity Commission, on which she served. She further noted her recent appointment to a broadband advisory task force created by the county, to on making broadband more available; she would welcome any thoughts, resources or suggestions. She asked for an update on the 2021 road maintenance schedule and an update on demolition of 80 Mitchell Road.

PUBLIC COMMENTS

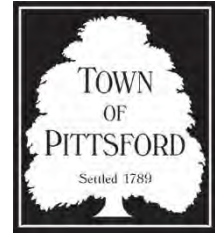
Comments were offered by Laurie Konte, Mary Moore, Tharaha Thavakumar, Pearl Brunt and Annalise Johnson-Smith.

With no further business, the meeting adjourned at 7:51 p.m.

Respectfully submitted,

Laura Beeley
Deputy Town Clerk

MEMORANDUM



To: Town Board Members

From: Robert B. Koegel

Date: April 15, 2021

Regarding: Community Choice Aggregation – Resolution authorizing Program Administrator to solicit bids for electricity from renewable sources and to amend agreements

For Meeting on: April 20, 2021

On September 17, 2018, the Town Board adopted a local law authorizing the Town to establish a Community Choice Aggregation (“CCA”) program allowing the Town to negotiate fixed-rate, potentially lower-priced energy from energy suppliers for the benefit of its residents and to choose an energy supplier from renewable sources.

On March 6, 2020, the Town, Joule Assets, Inc. (“Joule” or “Program Administrator”), and Roctricity LLC entered into an agreement to have Joule and Roctricity furnish Town residents with 100% renewable energy through CCA with a net savings to Town residents as defined in the agreement (the “CCA Agreement”).

On June 16, 2020, the Town Board passed a resolution authorizing Joule to solicit competitive bids from electricity suppliers to supply renewable electricity to Town residents on a 100% renewable energy basis and at a net savings, compared to the 12-month historic average measured from the bid issuance date, of the Rochester Gas & Electric residential rate for electricity charged to residential customers, and for a term of at least twenty-four months. The intent of the bid is was to have the selected supplier, the Town, and Joule enter into an Electricity Supply Agreement (“ESA”) which would govern the terms of the provision of electricity supply by the supplier for the CCA program.

Thereafter, Joule solicited bids but could not locate suppliers who would meet the bid specifications of providing 100% renewable electricity at a net savings compared to the 12-month historic average.

The City of Rochester has now expressed interest in joining with the Town of Pittsford, the Town of Irondequoit, and if it is still interested, the

Village of Pittsford, to have Joule seek bids from renewable electricity suppliers pursuant to a CCA program. Joule is seeking more flexibility in soliciting bids in order to stimulate more term-compliant bidding.

To accomplish this, the Town needs to amend its CCA Agreement and revise its form ESA to allow any or all of the following: (1) add the City of Rochester as a participating municipality and remove any original municipalities which no longer wish to participate; (2) have Joule request rate quotes from suppliers for 100% renewable electricity from projects located anywhere in the United States, not just those sited in New York; (3) allow residents enrolled in the CCA program, who have not opted out, to “opt-down” to a fixed-rate standard electricity supply mix; (4) have Joule seek “variable rates with downside protection,” meaning half the price would be fully-fixed and half would be “trued up” annually; and (5) have Joule solicit rate quotes based on a fixed percentage of at least 15% below the current lowest offer for a 24 months fixed rate 100% renewable electricity product with no cancellation fee.

Submitted herewith for your consideration is a formal resolution authorizing Joule to solicit bids from electricity suppliers, including a form ESA as an exhibit to the resolution. You are being asked to approve the form of the ESA before the bids are received, rather than after a supplier is selected, because we are advised that bids are subject to fleeting market conditions and are held open only for a day or so, and there is insufficient time to negotiate and approve all of the detailed terms of the ESA after the bids are obtained.

Under established procedure, Joule will obtain and evaluate the bids for such essential terms as price and contract duration, and then promptly make a recommendation to the Town (and to the other participating municipalities) to accept or reject the best bid. Remember, the Town is under no obligation to enter into an ESA which does not comply with the CCA Agreement, and in particular, does not supply a 100% renewable supply of electricity through the use of renewable energy certificates at a net savings, over a 12-month historic average, of the RG&E residential rate, for a term of at least 24 months. Should an acceptable bid be awarded, the Supervisor will execute the ESA with the selected supplier and Joule at a later time.

If the Board wishes to proceed, the appropriate motion would be to adopt the resolution set forth in the form annexed to this memorandum.

At a Regular Meeting of the Town Board of the Town of Pittsford, New York held by electronic conference, on the 20th day of April, 2021.

PRESENT: William A. Smith, Jr., Supervisor
Katherine Bohne Munzinger, Deputy Supervisor
Kevin S. Beckford, Councilmember
Cathleen A. Koshykar, Councilmember
Stephanie M. Townsend, Councilmember

ABSENT: None

In the Matter

of

ADOPTING A RESOLUTION AUTHORIZING JOULE ASSETS, INC.
TO SOLICIT BIDS FOR SUPPLY OF ELECTRICITY FROM RENEWABLE
SOURCES AND AMENDING FORM OF COMMUNITY CHOICE
AGGREGATION AGREEMENT AND ELECTRICTY SUPPLY AGREEMENT

Resolution

WHEREAS, by Local Law No. 4 of 2018 adopted September 17, 2018, the Town Board of the Town of Pittsford enacted a Community Choice Aggregation (“CCA”) Program Enabling Law pursuant to § 10(1)(ii)(a)(12) of the New York Municipal Home Rule Law and consistent with State of New York Public Service Commission Case No. 14-M-0224; and

WHEREAS, pursuant to a resolution adopted December 5, 2018, the Town Board authorized the Supervisor to execute a non-binding Memorandum of Understanding (the “MOU”) with the Town of Brighton, the Town of Irondequoit, and the Village of Pittsford (collectively with the Town of Pittsford, the “Original Municipalities”) to solicit, evaluate, and select a common CCA administrator to assist in securing a 100% renewable clean energy product, consistent with State of New York Public Service Commission Case 14-M-0224 and Local Law No. 4 of 2018 of the Town of Pittsford; and

WHEREAS, on March 6, 2020, the Town, Joule, and Roctricity LLC entered into that certain Community Choice Aggregation Agreement (“CCA Agreement”), whereby Joule agreed to, among other things, pre-qualify prospective energy suppliers to provide Town residents with 100% renewable energy at a net savings compared to the 12-month historic average, measured from the bid issuance date, of the Rochester Gas & Electric residential rate for electricity charged to residential customers; and

WHEREAS, pursuant to a resolution dated June 16, 2020, the Town Board authorized Joule to issue a request for proposals seeking electricity suppliers to supply renewable electricity to Town residents on a 100% renewable energy basis and at a net savings compared to the 12-month historic average, measured from the bid issuance date, of the Rochester Gas & Electric residential rate for electricity charged to residential customers, and a term for supplying electricity of at least twenty-four months, and further authorized entry into an Electricity Supply Agreement (the “Electricity Supply Agreement”), responsive to the foregoing requirements (among others) with a qualifying supplier of renewable electricity; and

WHEREAS, Joule sought but was unable to locate suppliers to provide electricity on a 100% renewable basis and providing a net savings compared to the 12-month historic average; and

WHEREAS, the City of Rochester has now expressed interest in joining with the Town and the Original Municipalities to again seek bids from renewable electricity suppliers pursuant to a Community Choice Aggregation Program; however, not all of the Original Municipalities have yet determined to proceed; and

WHEREAS, the Town of Pittsford wishes to authorize Joule to seek bids for renewable electricity suppliers on behalf of the Town of Pittsford, the Town of Irondequoit, the City of Rochester, and as many of the Original Municipalities which determine to proceed; and

WHEREAS, to accomplish the above, the Town wishes to authorize amendments to the MOU, the CCA Agreement, and the Electricity Supply Agreement to allow any or all of the following: (1) that the City of Rochester be added as a participating municipality and any of the Original Municipalities which determine not to proceed be removed as participating municipalities, as necessary; (2) that Joule request rate quotes from suppliers for 100% renewable electricity from projects sited anywhere in the United States, as well as those projects sited solely in New York; (3) that residents enrolled in the Community Choice Aggregation Program, who have not opted out of such, be given the option to “opt-down” to a fixed-rate standard electricity supply mix; (4) that Joule seek “variable rates with downside protection” (e.g., roughly half of the price would be fully fixed, and half would be “trued up” periodically, such as annually); and/or (5) that Joule be authorized to solicit rate quotes

based on a fixed percentage of at least 15% below the current lowest offer for a 24 months fixed rate 100% renewable electricity product with no cancellation fee; and

WHEREAS, the Amended and Restated Community Choice Aggregation Agreement, in the form attached hereto as **Exhibit A**, and the revised Electricity Supply Agreement, in the form attached hereto as **Exhibit B**, have been reviewed and approved by the Town Attorney, and have been deemed to provide benefits, adequate protections, and a minimization of risk to the Town.

NOW, THEREFORE, BE IT RESOLVED, that, to the extent necessary, the Town Board authorizes the Supervisor to execute a revised MOU with the City of Rochester and any of the Original Municipalities as wish to proceed, in a form as may be approved by the Town Attorney.

AND, THEREFORE, BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to execute the Amended and Restated Community Choice Aggregation Agreement, substantially in the form attached hereto as Exhibit A or as may be approved by the Town Attorney.

AND, THEREFORE, BE IT FURTHER RESOLVED, that the Town Board authorizes Joule, in its capacity as program manager, to issue a supply request for proposals (“Supply RFP”) consistent with the provisions of this Resolution and the resolutions described more fully above, with bids to be evaluated based upon compliance with the specifications of the Supply RFP including, without limitation, price and tenor parameters, and the Supplier’s acceptance of all material terms of the revised Electricity Supply Agreement, substantially in the form attached hereto as Exhibit B or as may be approved by the Town Attorney.

AND, THEREFORE, BE IT FURTHER RESOLVED, that the Town Board approves the revised Electricity Supply Agreement in substantially the form attached to this Resolution as Exhibit B, or as may be approved by the Town Attorney, such form to be included in the Supply RFP.

AND, THEREFORE, BE IT FURTHER RESOLVED, that Joule in its role as Program Administrator for the Program shall, among other things, manage the energy procurement process, prepare and issue the Supply RFP, and make recommendations for award to the Town; provided however, that the Town will, through the Supervisor, make the final award decision.

AND, THEREFORE, BE IT FURTHER RESOLVED, that subject to the conditions that the awarded Supplier has been pre-qualified as required by Program Administrator and that the awarded bid meets the specifications established in the Supply RFP, the Town

Supervisor is authorized to execute an Electricity Supply Agreement, as revised, on behalf of Town, in substantially the form attached hereto as Exhibit B, as may be revised by the Town, with the awarded Supplier and Program Administrator in a timely fashion; provided, however, that the Town is under no obligation to award the Supply RFP for any bid that fails to provide both (a) a 100% renewable supply of electricity at a net savings, compared to the 12-month historic average measured from the bid issuance date, of the Rochester Gas & Electric residential rate for electricity charged to residential customers; and (b) a term for supplying electricity which is at least twenty-four months. In addition, the Town is under no obligation to award the Supply RFP if any of the conditions of the Amended and Restated Community Choice Aggregation Agreement shall not be met.

Said matter having been put to a vote, the following votes were recorded:

- William A. Smith, Jr. VOTING
- Katherine Bohne Munzinger VOTING
- Kevin S. Beckford VOTING
- Cathleen A. Koshykar VOTING
- Stephanie M. Townsend VOTING

The resolution was thereupon declared duly adopted.

DATED: April 20, 2021

Linda M. Dillon, Town Clerk

I, LINDA M. DILLON, Clerk of the Town Board of the Town of Pittsford, New York, DO HEREBY CERTIFY that I have compared a copy of the resolution as herein specified with the original in the minutes of the meeting of the Town Board of the Town of Pittsford and that the same is a correct transcript thereof and the whole of the said original.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of April, 2021.

Linda M. Dillon, Town Clerk

Exhibit A

(Amended and Restated Community Choice
Aggregation and Agreement)

**AMENDED AND RESTATED
COMMUNITY CHOICE AGGREGATION AGREEMENT**

This Amended and Restated Community Choice Aggregation Agreement (the “**Agreement**”) is entered into as of _____, 2021 (the “**Effective Date**”) by and between the **TOWN OF PITTSFORD**, a municipal corporation of the State of New York, having its principal offices at 11 South Main Street, Pittsford, New York 14534 (“**Municipality**”), **JOULE ASSETS INC.**, a Delaware corporation having its principal offices at 22 Edgemont Drive, Katonah, New York 10536 (“**Joule**”) and **ROCTRICITY LLC**, a New York limited liability company having its principal offices at 758 South Ave, Rochester, New York 14620 (“**Roctricity**”) (Municipality, Joule, and Roctricity are referred to individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, Joule is in the business of providing consulting and program administration services in connection with an energy procurement program known as Community Choice Aggregation, which replaces the incumbent utility as the default supplier for all eligible customers within the Municipality (“**CCA**”); and

WHEREAS, Roctricity is a CCA organization formed to bring Community Choice Aggregation to Rochester and surrounding areas; and

WHEREAS, the New York State Public Service Commission has authorized municipalities to participate in CCA pursuant to the CCA Order (as defined below); and

WHEREAS, Municipality desires to engage Joule and Roctricity to provide renewable energy to its residents; and

WHEREAS, the parties entered into that certain Community Choice Aggregation Agreement, dated March 6, 2020, setting forth their agreement concerning the Community Choice Aggregation energy procurement program (the “**Original Agreement**”), but now desire that this Agreement replace, amend, and restate all of the terms and provisions of the Original Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 The following terms shall have the meanings ascribed below:

(a) “**Applicable Law**” means the CCA Order and all applicable local, state, and federal statutes, ordinances, laws, rules and regulations.

(b) “**CCA Administrative Fee**” has the meaning set forth in Section 7.1.

(c) “**CCA Order**” means the April 21, 2016 “Order Authorizing Framework For Community Choice Aggregation Opt-Out Program” issued by the PSC in Case 14-M-0224, “Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs” as may be amended or

supplemented from time to time by the PSC.

(d) “**Default Service**” means the energy supply service provided by the Distribution Utility to customers who are not currently receiving electric service from an ESCO.

(e) “**Distribution Utility**” means the owner or controller of the means of distribution of the natural gas or electricity that is authorized to be the distribution utility regulated by the Public Service Commission for a particular service area.

(f) “**Electricity Supply Agreement**” or “**ESA**” means the Electricity Supply Agreement that may be entered into by and between Municipality and the Selected Supplier that contains the terms and condition concerning electricity supply procurement.

(g) “**Original Agreement**” means that certain Community Choice Aggregation Agreement among the parties, dated March 6, 2020.

(h) “**Participating Customer**” means a customer who participates in the CCA Program in accordance with Applicable Laws including without limitation a customer who is eligible to participate on an opt-out basis and has not opted out, and customer who is eligible to participate on an opt-in basis and has opted-in.

(i) “**Public Service Commission**” or “**PSC**” means the New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission.

(j) “**RFP**” means the Request for Proposals for Community Choice Aggregation (CCA) Administrator issued on behalf of the Town of Irondequoit, Town of Brighton, Town of Pittsford, and Village of Pittsford issued March 1, 2019.

(k) “**Response Documents**” means the Proposal: CCA Administrator dated April 5, 2019 submitted by Joule Assets, Inc. to the Town of Irondequoit, Town of Brighton, Town of Pittsford, and Village of Pittsford, together with the Appendices attached thereto.

(l) “**Selected Supplier**” means, in accordance with the Response Documents the supplier selected by the Municipality to provide renewable energy [insert new description] to residential customers.

ARTICLE 2. RIGHTS AND RESPONSIBILITIES OF JOULE

2.1 Joule shall perform all of the activities designated or assigned to Joule in accordance with the RFP and Response Documents, both of which are hereby incorporated by reference as if restated in their entirety, including but not limited to:

(a) Create an implementation and data protection plan;

(b) Educate and notify the public;

(c) Lawfully and securely procure, transfer, and store anonymized and customer-specific Program data received by a utility as confidential information on behalf of the Municipalities, pursuant to an approved data protection plan;

(d) Analyze and report data;

(e) Conduct an analysis and report to Municipality on market conditions, pricing, and estimated

cost savings based on projected bid and launch timeline;

- (f) Procure local clean energy generation;
- (g) Integrate distributed energy resources;
- (h) Pre-qualify prospective energy suppliers;
- (i) Draft and negotiate requests for proposals for 100% renewable energy commodity supply contracts and renewable energy credits;
- (j) Comply with legal and regulatory requirements for the CCA Program;
- (k) If Municipality enters into an ESA, process customer enrollment and opt-outs; and
- (l) Provide continued support throughout the term of this Agreement.

2.2 In accordance with the Response Documents and subject to the request and approval of the Municipality, Joule shall develop proposals and provide consulting services in connection with other municipal energy programs, including but not limited to demand response, demand management, microgrids, distributed energy resources, and/or community distributed generation. Regardless of whether Municipality elects to implement a CCA Program, in the event that Municipality desires to implement other Municipal Energy Programs and engage Joule's assistance in connection with such implementation, the Parties may, but are not required to, enter into a subsequent agreement describing the scope of Joule's services and the payment to Joule in connection therewith.

2.3 Unless otherwise agreed to by the Parties in writing, and without limiting Joule's ability to communicate with the public, Joule shall only communicate with the Municipality through its supervisor, and/or his designee(s).

2.4 Joule shall comply with all Applicable Laws.

ARTICLE 3. RIGHTS AND RESPONSIBILITIES OF ROCTRICITY

3.1 Roctricity shall perform all of the activities set forth in Response Documents, which is hereby incorporated by reference as if restated in its entirety, that are assigned or otherwise delegated to Roctricity by Joule. Notwithstanding the foregoing, Joule shall be jointly and severally liable with Roctricity for any activities assigned or otherwise delegated to Roctricity, and Joule shall undertake any or all such assigned or delegated tasks if Roctricity is unable or unwilling to do so.

3.2 Unless otherwise agreed to by the Parties in writing, and without limiting Roctricity's ability to communicate with the public, Roctricity shall only communicate with the Municipality through its supervisor, and/or his designee(s).

3.3 Roctricity shall comply with all Applicable Laws.

ARTICLE 4. ROLE OF PROGRAM ORGANIZER FOR CCA PROGRAM

4.1 The Parties acknowledge and agree that Joule has entered into an agreement with Roctricity to act as Program Organizer in connection with the CCA Program in accordance with the Response Documents (the "Program Organizer Agreement"). Joule shall be solely responsible for any fees or

payments due for services provided by the Program Organizer.

4.2 Notwithstanding the foregoing, Joule shall be responsible for delivering all services and fulfilling all obligations as set forth in the Response Documents. Joule agrees that it will not terminate the Program Organizer Agreement without the consent of the Municipality, nor shall it enter into a new Program Organizer Agreement with any other entity without the consent of the Municipality, which consent shall not be unreasonably withheld.

ARTICLE 5.

INTENTIONALLY OMITTED

ARTICLE 6. RIGHTS AND RESPONSIBILITIES OF MUNICIPALITY

6.1 Municipality shall have the right to determine, in its sole discretion, when Joule and Roctricity will begin its outreach to the public; it being understood that outreach to the public has commenced.

6.2 Municipality will cooperate with Joule to identify price benchmarks, pre-approved contract structures, sourcing requirements and other standards for acceptance of a compliant bid to solicit and procure potential suppliers.

6.3 Municipality:

(a) Will support Joule and Roctricity's communication through traditional town channels (e.g. web-site, e-mail, lists), and provide public space for educational and decision-making meeting.

(b) Shall assist Joule by reasonably promoting such Municipal Energy Program(s) to the public with Joule's guidance and input; and

(c) Authorizes Joule to act on behalf of the Municipality to secure release of data applicable to potential or actual Municipal Energy Programs that is held by others, including but not limited to residential and small commercial customer account and load information under the authority granted by the respective PSC Orders. Municipality further agrees to furnish Joule such information, to execute and deliver such additional documents, and to take such other actions as may be reasonably necessary for Joule to secure release of such data.

6.4 Municipality shall comply with all Applicable Laws.

ARTICLE 7. PAYMENT.

7.1 Upon commencement of an ESA, the Parties acknowledge that Joule will be paid by the Selected Supplier per kWh (volumetrically) for electricity purchased for all Participating Customers during the duration of the ESA a fee of \$0.0008/kWh (8/100^{ths} of one cent/kWh) per ESA contract year, or another fee agreeable in writing to both Parties (the "**CCA Administrative Fee**");

7.2 The Parties hereby acknowledge that, in the event the Distribution Utility requires a payment for records related to electricity usage of potential Participating Customers, Joule is authorized to pay the Distribution Utility up to \$0.16 (16 cents) per record, or such other amount authorized by

the Public Service Commission, and may seek reimbursement of such payment from the Selected Supplier as part of an ESA (apart from the CCA Administrative Fee). In no event shall Municipality be liable for this or any other amounts due Joule, Roctricity, and/or the Distribution Utility. In no event shall Participating Customer be liable for the above charge for records related to electricity usage, or any other amounts due Joule or Roctricity. The Parties hereby acknowledge that Joule, and not Municipality or any Participating Customer, shall be responsible for making payments, if any, to Roctricity.

ARTICLE 8. TERM AND TERMINATION

8.1 This Agreement shall commence on the Effective Date and shall terminate:

(a) If no ESA is executed within six (6) months from the Effective Date, terminate upon written notice from Municipality to Joule; or

(b) If one or more ESAs are executed or other agreements are entered into between the Parties in relation to municipal energy services, this Agreement shall expire or terminate the later of: (i) five (5) years after the Effective Date; and (ii) at the expiration or termination of such ESA that is last in effect. Before the date on which this Agreement would expire by its terms, Municipality shall have the right to extend this contract for one (1) additional term of up to three (3) years by providing written notice thereof to Joule; and thereafter for two additional terms of up to three (3) years each thereafter subject to the written approval of Joule.

8.2 Termination for Cause. This Agreement may be terminated for cause by either Party (the “**Non-breaching Party**”) upon a material breach of the other Party (the “**Breaching Party**”) if such Breaching Party has failed to cure such material breach within thirty (30) days of receiving written notice of such breach from the Non-breaching Party.

8.3 In the event of any termination or expiration of this Agreement:

(a) Joule shall deliver to Municipality copies of all files and documents pertaining to any Program; and

(b) Except as expressly provided herein, all obligations of the Parties hereto pursuant to this Agreement shall terminate.

ARTICLE 9. INSURANCE AND INDEMNIFICATION

9.1 Joule shall secure and maintain, at its own expense, errors and omissions insurance in an amount not less than one million dollars (\$1,000,000.00) per claim/annual aggregate for claims arising out of the performance of professional services and caused by negligent acts or omissions, with a deductible not to exceed \$20,000 without prior written approval.

9.2 Joule shall require the Program Organizer to secure and at its own expense, automobile insurance in an amount not less than \$100,000 per person, \$300,000, per accident, and \$500,000 for property damage per accident.

9.3 In addition to any other remedies available to the Municipality at law or equity, and notwithstanding any other provision contained herein, Joule shall indemnify, defend and hold

harmless the Municipality and the Municipality's elected officials, officers, employees, agents, representatives and independent contractors (the "**Municipality's Indemnified Parties**"), 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 Municipality's Indemnified Parties to the extent arising directly from or in connection with a claim by a third-party (i.e. a person other than the Municipality's Indemnified Parties) arising out of: (i) any material breach of this Agreement by Joule (including its obligations, covenants, representations or warranties), except to the extent caused by the actions (or omissions where there is a duty to act) of the Municipality or its elected officials, officers, employees or agents; or (ii) any material action or omission taken or made by Joule in connection with Joule's performance of this Agreement, except to the extent caused by the actions (or omissions where there is a duty to act) of the Municipality or its elected officials, officers, employees or agents.

ARTICLE 10. EQUAL OPPORTUNITY

10.1 Joule and Roctricity shall comply with all of the following provisions of article:

(a) Joule and Roctricity shall not discriminate on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability, marital status, or handicap status in the performance of services or programs pursuant to this Agreement.

(b) Joule and Roctricity agrees to make a good faith effort to employ minority group persons and females and that in hiring employees and performing work under this Agreement or any subcontract hereunder, Joule, Roctricity, and their subcontractors, if any, shall not, by reason of age, creed, race, color, national origin, sex, sexual orientation, disability, marital status, or handicap, discriminate against any person who is qualified and available to perform the work to which the employment relates.

(c) Joule and Roctricity agree to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship.

(d) If Joule and/or Roctricity is found to have engaged in discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, disability, marital status, or handicap status, by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity Laws and regulations, such determination will be deemed to be a breach of contract and this Agreement will be terminated in whole or part without any penalty or damages to the Town on account of such cancellation or termination.

(e) Joule shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.

ARTICLE 11. CONFIDENTIAL INFORMATION.

11.1 During the Term, a Party (as the "**Disclosing Party**") may disclose or make available to the other

Party (as the "**Receiving Party**") proprietary information in writing, trade secrets, or third-party confidential information (including utility confidential information) that is marked or identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information shall not include oral information or other information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 11.1 by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its representatives prior to being disclosed by or on behalf of the Disclosing Party as demonstrated by written records; (iv) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information as demonstrated by written records; or (v) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (the "**Order**"), provided that in such event the Receiving Party shall give the Disclosing Party prompt written notice of the Order and shall reasonably cooperate with the Disclosing Party prior to disclosure to provide the Disclosing Party with the opportunity, at Disclosing Party's expense, to interpose any and all objections it may have to disclosure of the information required by the Order, or to otherwise limit any disclosure required by the Order to the maximum extent permitted by law and all information disclosed shall otherwise remain Confidential Information until another exception exists described in this Section 11.1. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any third party, except to the Receiving Party's representatives, or approved subcontractors, who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement, and who are under confidentiality obligations at least as protective as this Agreement. The Receiving Party shall be responsible for any breach of this Section 11.1 caused by any of its representatives or subcontractors. In the event that a request is known to have been made by anyone seeking a court order disclosing any Confidential Information, the Receiving Party will provide (if permitted by the court order) the Disclosing Party with at least fifteen (15) days notice identifying the information sought to be disclosed, the name, address and telephone number of the third party seeking disclosure, the reason for the requested disclosure, the case style, case number and court having jurisdiction over the action, if any, in which disclosure is sought, and will provide copies of the request for disclosure.

11.2 The Parties agree that any Confidential Information disclosed by Disclosing Party shall only be disclosed to those officials, employees, representatives, and agents of the Receiving Party that have a need to know in order to administer the Agreement.

11.3 Compliance by the Municipality with the New York State Freedom of Information Law ("**NY FOIL**") shall not be a violation of this Article and Municipality shall have no duty to litigate or defend any action against it under the NY FOIL; provided, however, if legally permitted Municipality shall provide notice to Joule of any such compliance prior to disclosure which results in the disclosure of information otherwise prohibited by this Agreement.

11.4 Notwithstanding the foregoing, the Municipality is permitted to share Confidential Information that is not utility confidential information with other municipal corporations that have authorized the entering into a contract with Joule.

11.5 The obligations under this Article 11 shall survive the termination or expiration of this Agreement for two (2) years.

ARTICLE 12. MISCELLANEOUS

12.1 The Parties acknowledge and agree that Joule and Roctricity is an independent contractor and is not an agent or employee of Municipality. Nothing in this Agreement shall be construed to create a relationship between Joule and Municipality of a partnership, association, or joint venture.

12.2 Joule and Roctricity covenants that the individuals engaged by Joule and Roctricity in any capacity, including but not limited to, employees, subcontractors and independent contractors, are authorized to work in the United States as required by Applicable Law. Joule and Roctricity each represent and covenant that it has completed the I-9 verification process for all persons who perform services for Municipality as required by Applicable Law.

12.3 No Party may assign this Agreement without obtaining express, written consent from the other Parties prior to assignment, which may be granted or withheld in the consenting Party's sole discretion.

12.4 This Agreement, the RFP, and Response Documents together constitute the entire understanding of the Parties with respect to the subject matter hereof and supersede all prior negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by the Parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. This Agreement may be executed by facsimile or digital signature (including DocuSign).

12.5 Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the Parties, or of any of the Parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of New York without regard to conflict of laws principles, in any court of competent jurisdiction in the county in which the Municipality is located.

12.6 If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

12.7 Section headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

12.8 As of the Effective Date, the Original Agreement shall terminate in its entirety and shall be amended, restated and replaced in its entirety by this Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement 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 date and year first above written.

Joule Assets Inc.

Town of Pittsford

By: _____

By: _____

Name: Michael Gordon

Name: William A. Smith, Jr.

Title: CEO

Title: Supervisor

Roctricity LLC

By: _____

Name: Susan K. Hughes-Smith

Title: Member

Exhibit B

(Revised Electricity Supply Agreement)

Electricity Supply Agreement

between Supplier, Joule Assets, Inc. and [City/Town/Village] [Name of Municipality]

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PREAMBLE

This Community Choice Aggregation Electricity Supply Agreement (“**ESA**” or “**Agreement**”) is made as of [AGREEMENT DATE] (the “**Execution Date**”) between:

The [City/Town/Village] of [NAME OF MUNICIPALITY], a municipal corporation in the State of New York, with a principal place of business at [MUNICIPALITY ADDRESS] (the “**Municipality**”);

[NAME OF SUPPLIER], a [TYPE OF ENTITY] [organized/incorporated] in the State of [STATE OF ORGANIZATION/INCORPORATION] duly authorized to do business in the State of New York with a principal place of business at [SUPPLIER ADDRESS] (“**Competitive Supplier**” or “**Supplier**”); and

Joule Assets, Inc., a corporation incorporated in the State of Delaware duly authorized to do business in the State of New York, with a principal place of business at 22 Edgemont Road, Katonah, New York 10536 (“**Joule**” or “**Program Administrator**”).

RECITALS

WHEREAS, Joule Assets sought approval of a community choice energy aggregation (“**Community Choice Aggregation**” or “**CCA**”) program through the Public Service Commission of the State of New York (“**PSC**”), that would allow local governments to participate in a program managed by Joule to procure energy supply from an Energy Services Company for the Eligible Consumers of participating municipalities;

WHEREAS, by Order effective March 16, 2018 (Case 14-M-0224: <http://documents.dps.ny.gov/public/MatterManagement/CaseMaster.aspx?MatterCaseNo=14-m-0224>), the PSC approved and authorized Joule to implement its CCA program;

WHEREAS, the Joule CCA program is intended to include Eligible Consumers, and to permit the aggregation of electric purchases within the communities that elect to participate;

WHEREAS, the Municipality has adopted a Local Law to participate in the Joule Community Choice Aggregation Program (the “**Program**”) to aggregate consumers located within the Municipality and to negotiate competitive rates for the supply of electricity for such consumers;

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 aggregations;

WHEREAS, on March 1, 2019, the Towns of the Irondequoit, Brighton and Pittsford, and the Village of Pittsford issued a Request for Proposals for a Program Administrator;

WHEREAS, on April 5, 2019, Joule responded to such RFP, and on June 28, 2019 submitted a Response to Supplemental Questions, where Joule, among other things, committed to provide

municipalities with (a) the option of providing customers a 100% renewable energy product using renewable energy certificates (RECs); and (b) if multiple supply product options were to be offered, municipalities would select which would be the “default” option, with customers having the freedom to choose among all available product options, regardless of the municipally selected default.

WHEREAS, the Municipality has indicated that it desires to offer a [insert details of option] (the “CCA Renewable Electricity Product,” as defined below);

WHEREAS, the aforementioned RFP was awarded to Joule as Program Administrator;

WHEREAS, Joule and Municipality have entered into a Community Choice Aggregation Agreement (the “CCA Agreement”) pursuant to which Joule and Municipality agreed, among other things, that:

- (a) Joule would provide certain energy services to Municipality in relation to a CCA Program including acting as Program Administrator; and
- (b) If the Municipality entered into an Electricity Supply Agreement relating to procurement of electricity supply, it would be with a “Selected Supplier” in accordance with the RFP “Response Document” (each, as defined in the CCA Agreement);

WHEREAS, Municipality desires to implement a CCA Program with Joule serving as Program Administrator;

WHEREAS, the Municipality has resolved, among other things: (a) to authorize Joule to issue an electricity supply RFP to suppliers to provide electricity to Participating Consumers (as defined below); (b) to authorize Joule to award an electricity supply contracts in accordance with such RFP; (c) to approve the form of this ESA; and (d) to authorize execution of an ESA with the awarded supplier provided that the bid met the specifications set forth in the RFP;

WHEREAS, Competitive Supplier desires to provide Full-Requirements Power Supply to Eligible Consumers located within the Municipality, pursuant to the terms and conditions of the Program and this ESA;

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

WHEREAS, Competitive Supplier has submitted an offer to provide a single electric supply products with a corresponding pricing level CCA Renewable Electricity Product and price;

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

WHEREAS, Municipality desires Competitive Supplier to collect and remit the fees due the Program Administrator;

WHEREAS, the municipalities that participate in the Joule Community Choice Aggregation 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 Administrator, and the Competitive Supplier hereby enter into this ESA subject to the terms and conditions below.

ELECTRICITY SUPPLY AGREEMENT

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.

1.0 **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 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.

1.1 **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, 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.

1.2 **Basic Utility Supply Service**— Electricity supply service provided by the Distribution Utility to consumers who do not receive service from a Competitive Supplier or from the CCA Program. Eligible Consumers within the Municipality who receive Basic Utility Supply Service, and do not opt out, will be enrolled in the Program as of the Effective Date.

1.3 **Clean Energy Standard** - the clean energy standard for electric power for load serving entities established by New York State (including without limitation those mandated by the 2015 New York State Energy Plan as amended, New York's Climate Leadership and Community Protection Act (CLCPA), and the Order of the New York State Public Service Commission Adopting a Clean Energy Standard (Case 15-E-0302)(Issued August 1, 2016).

1.4 **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.

1.5 **Community Choice Aggregation or CCA** – Municipal electricity procurement program, purchasing supply for the aggregated demand for all Participating Consumers within the Municipality.

1.6 **CCA Renewable Electricity Product** — [insert definition of product] Exhibit A (Prices and Terms).

1.7 **[Intentionally Omitted]**

1.8 **Competitive Supplier or Energy Services Company or ESCO**– A load serving entity duly authorized to (a) serve Eligible Consumers within the service territory of the Distribution Utility and (b) conduct business in the State of New York as an Energy Services Company. With regard to this Agreement, Competitive Supplier is identified in the preamble above.

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

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

1.11 **Distribution Utility** - Owner or controller of the means of distribution of electricity that is regulated by the Public Service Commission in the Participating Municipality.

1.12 **Electronic Data Interchange or EDI** - The exchange of business data in a standardized format between business computer systems.

1.13 Effective Date - The day after the Execution Date that is immediately following the final day of the rescission period, which immediately follows the opt-out period, which occurs after notifications have been sent to Eligible Consumers.

1.14 Eligible Consumer – a consumer who:

- (a) is a part of an opt-out eligible service class and rate class in accordance with the Framework Order and all other applicable Orders of the PSC and Governmental Rules; and
- (b) who receives Basic Utility Supply Service from the Distribution Utility as of the Effective Date, or is a New Consumer (as defined below) at one or more locations within the geographic boundaries of the Municipality; but
- (c) excluding consumers who receive Basic Utility Supply Service and have requested not to have their account information shared by the Distribution Utility.

For the avoidance of doubt, an Eligible Consumer must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the Execution Date of this ESA.

1.15 ESA - This Electricity Supply Agreement.

1.16 Environmental Disclosure Program -- The current and future rules and requirements applicable in New York State to the labelling and disclosures of electric supply including without limitation the Opinion and Order Adopting Environmental Disclosure Requirements and Establishing a Tracking Mechanism, NY Public Service Commission, Opinion 98-19 (December 15, 1998), and the rules relating the New York Generation Attribute Tracking System (NYGATS).

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

1.18 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 this contract term to Participating Consumers at the Point of Sale.

1.19 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; 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.

1.20 Framework Order -- The PSC Order establishing the framework for municipal CCA programs (Case 14-M-0224,, Order Authorizing Framework for Community Choice Aggregation Opt-Out Program (issued April 21, 2016)), as may be amended from time to time.

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

1.22 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, including without limitation the New York Public Service Commission and the New York Department of Public Service excluding the Municipality.

1.23 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 without limitation the Joule Order, the Framework Order and all other Orders of the PSC, all as may be amended from time to time.

1.24 Joule Order – the PSC Order approving the Joule CCA Program (Case 14-M-0224, Order Approving Joule Assets’ Community Choice Aggregation Program with Modifications” (issued March 16, 2018)), all as may be amended from time to time.

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 Joule Community Choice program.

1.27 New Consumer – An Eligible Consumer as of or after the Effective Date, including one that opts in to the Program or moves into Municipality.

1.28 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 Consumers.

1.29 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.

1.30 **Participating Consumer** – an Eligible Consumer who is enrolled in the Program, either because consumer receives Basic Utility Supply Service from the Distribution Utility as of the Effective Date and has not opted out, or is a New Consumer.

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

1.32 **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.

1.33 **Point of Sale** - The electric meter for each Participating Consumer'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.

1.34 **Program** - Joule Community Choice Aggregation Program.

1.35 **Program Administrator** – Joule, authorized by PSC to put out for bid the total amount of electricity being purchased by Participating Consumers.

1.36 **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.

1.37 **Qualifying Regulatory Event**— A Regulatory Event that impacts or provides opportunity for substantially all consumers in the same rate class, but not including a Regulatory Event that applies uniquely to Competitive Supplier's consumers.

1.38 **Regulatory Event**-- Implementation of a new, or changes to an existing, Governmental Rule by a Governmental Authority, 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.

1.39 **Renewable Energy Certificate** –A renewable energy certificate, which may be registered in, and fully compliant with, the New York (State) Generation Attribute Tracking System ("NYGATS") or which may be registered in and fully compliant with a national generation attribute tracking system, notwithstanding anything to the contrary herein or in the RFP, as may be amended from time to time or [insert additional descriptions as necessary].

1.40 **Retail Price** - As set forth in Exhibit A.

1.41 **Service Commencement Date** - The date of a Participating Consumers' first meter read date after the Effective Date, or as soon as necessary arrangements can be made with the Distribution Utility thereafter.

1.42 **Term** - As defined in Article 4.1.

1.43 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).

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 Consumers 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 Consumers enrolled in the plan or plans managed by the Program Administrator, and the Distribution Utility will continue to have the right and obligation to supply electricity to Eligible Consumers who opt-out of the Program and remain on, or return to, Basic Utility Supply Service, until changes in law, regulation or policy may allow otherwise.

In accordance with ARTICLE 3 below, all Eligible Consumers shall be automatically enrolled in the Program unless they choose to opt-out. 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 Consumers 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 Consumers receive the electricity supplies to be delivered pursuant to this ESA.

The Municipality specifically authorizes the Distribution Utility to provide, and Competitive Supplier the right to obtain and utilize as required, all billing and energy consumption information for Participating Consumers as is reasonably available from the Distribution Utility. Competitive Supplier shall request consumption data for individual Participating Consumers from the Distribution Utility via EDI or via other adopted standards such as secure ftp. If further action is required by the Distribution Utility to authorize Competitive Supplier to receive such consumption and billing data, the Program Administrator, 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 Consumers, including, without limitation, assisting Competitive Supplier in obtaining permission from such Eligible Consumers 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.

2.2 NO THIRD PARTY BENEFICIARIES

Except as specifically provided in Article 18.12, 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 Joule Order and Local Law for Eligible Consumers to purchase electricity from the Competitive Supplier in accordance with this ESA. The Municipality, or Program Administrator in support of the Municipality, has the right, but not the obligation, to advocate on behalf of the Eligible Consumers interested in contracting for electric supply and on behalf of all Participating Consumers, unless otherwise prevented by law.

2.3 COMPLIANCE WITH LAWS

The Municipality represents and covenants that the Local Law has been duly adopted and will remain in effect for the term of this ESA.

2.4 CONDITIONS PRECEDENT

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

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

If Competitive Supplier has not fulfilled all such requirements by the Service Commencement Date, then the Municipality may terminate this ESA without any liability from Municipality to the Competitive Supplier.

2.5 OWNERSHIP AND USE OF ELIGIBLE CONSUMER DATA

Competitive Supplier acknowledges that: 1) all Eligible Consumer data (including addresses, telephone numbers or other identifying information) made available to Competitive Supplier on behalf of Municipality for such data must be protected by the Competitive Supplier and its Associated Entities to the fullest extent possible under the law and all PSC Orders; 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 Consumers and to render other services expressly required or permitted under this ESA. Any other use of Eligible Consumer data other than for purposes directly related to this ESA is not permitted without the prior written consent of the Municipality. Competitive Supplier may share such Eligible Consumer 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), 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 non-disclosure agreement, a copy of which will be provided to the Municipality. Except as expressly provided in this ESA, and as otherwise permitted by law, Competitive Supplier and its Associated Entities shall not disclose any Eligible Consumer data to any third-party and Competitive Supplier and its Associated Entities shall take all Commercially Reasonable measures to protect Eligible Consumer 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 Consumer data, Competitive Supplier and its Associated Entities shall treat such Eligible Consumer data as confidential information. Competitive Supplier may use Eligible Consumer data to engage in direct marketing only during the term of this ESA and subject to the terms set forth in Article 18.3. 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.

Without limiting the foregoing, Competitive Supplier agrees to comply with all data security requirements of, including without limitation the terms of any data security agreement required by, the PSC, the DPS and any Distribution Utility in relation to the CCA and any confidential utility information disclosed to Competitive Supplier in performance of this Agreement. Competitive Supplier further agrees to execute any agreement in relation thereto as required by the PSC, the DPS and any Distribution Utility.

Additionally, Competitive Supplier agrees that it shall be fully and solely responsible for payment of all fees (including reimbursement of any such fees paid for by Program Administrator) in connection with acquisition of customer data from the applicable Distribution Utility in relation to the performance of this ESA; provided, however, that this provision shall not apply to the acquisition of aggregated data by Program Administrator or Municipality prior to the execution of this Agreement,

2.6 ENVIRONMENTAL DISCLOSURE PROGRAM

Competitive Supplier agrees to comply with any current and/or future rules and regulations related to Environmental Disclosure Program in the State of New York including without limitation all rules and regulations concerning labelling.

ARTICLE 3 CONSUMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

3.1 CONSUMER CHOICE

The Parties acknowledge and agree that all Participating Consumers have the right, pursuant to Joule Order, Local Law, and the Program, to change their source of electricity supply, as set forth in Article 2.1. The Parties represent, warrant and covenant to each other that they shall not interfere with the right of Participating Consumers 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 Consumers to affirmatively agree to remain in the Program, consistent with any Governmental Rules.

3.2 NOTIFICATION TO NEW CONSUMERS 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 New Consumer and has provided to Competitive Supplier such New Consumer's account number, service and billing address, and other pertinent contact information, Competitive Supplier shall notify such New Consumer (i) of the date on which such New Consumer will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing Firm Full-Requirements Power Supply to such New Consumer as of the same date, subject to the opt-out provisions of the Joule Order, Local Law, and the Program ("**Opt-Out Notice**"). The Opt-Out Notice shall be mailed to each such New Consumer 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 as well as fully disclose the prices and terms then being offered for Basic Utility Supply Service by the Distribution Utility; (iii) state how such New Consumer may opt-out of the Program prior to enrollment and remain on Basic Utility Supply Service from the Distribution Utility; and (iv) state how all Participating Consumers, subsequent to enrollment, will also have the right to opt-out at any time and return to Basic Utility Supply Service or choose a new Competitive Supplier without paying a fee or penalty to Competitive Supplier. All forms of such notices must be approved in advance by the Municipality.

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 Consumers 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.

3.3 CONSUMER AWARENESS

Upon mutual agreement concerning the content and method, either the Competitive Supplier, Municipality, or Program Administrator may conduct consumer awareness efforts at its sole expense.

3.4 ENROLLMENT

3.4.1 Participating Consumers

All Eligible Consumers as of the Effective Date will be enrolled in the Program, thus becoming Participating Consumers, under the terms of this ESA unless they opt-out during the 33-day period following initial communication through the opt-out letter. Participating Consumers may dis-enroll 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 Administrator who has agreed in writing to a non-disclosure agreement, a copy of which will be provided to the Municipality, a list of Participating Consumers as of the Effective Date, as well as such Participating Consumer's service and billing addresses, and any other information necessary for Competitive Supplier to commence Firm Full-Requirements Power Supply to such Participating Consumers as of the Service Commencement Date.

3.4.2 New Consumers

If New Consumers elect not to opt-out of the Program as provided in Article 3.2, such New Consumers will be automatically enrolled by Competitive Supplier in the Program. These New Consumers electing not to opt out of the Program as provided in Article 3.2 shall be enrolled in the Program at the rates reflected in Exhibit A that refer specifically to New Consumers. Competitive Supplier shall enroll such New Consumers in accordance with applicable PSC and Distribution Utility rules.

3.4.3 Eligible Consumers Opting Out [add "Opt Down" option]

At any time during the Term of this ESA, Eligible Consumers 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 Consumers at a price determined by the then-prevailing market conditions, as defined in Exhibit A. Following mutually agreed upon procedures, the Competitive Supplier is responsible for accurately and promptly transmitting information regarding Eligible Consumers, to the Distribution Utility. The Competitive Supplier shall be responsible for enrolling all Participating Consumers through data (e.g. EDI or secure ftp) transactions submitted to the Distribution Utility for initial enrollment in the aggregation and all enrollments thereafter.

3.4.4 Consumers Served by Third-Parties

Consumers being served under other competitive supply programs offered by third-parties will not be automatically enrolled as Participating Consumers under this ESA when such program terminates or is otherwise completed. Competitive Supplier agrees that consumers under such third-party competitive supply programs may affirmatively opt-in at any time and receive Firm Full-Requirements Power Supply, thereby becoming Participating Consumers. New Consumers who opt-in as provided in this Article 3.4.4 shall be enrolled in the Program at the rates reflected in Exhibit A that refer specifically to New Consumers.

3.4.5 Termination Fees

There shall be no termination fees for any Participating Consumers to disenroll from the Program.

ARTICLE 4 TERM OF CONTRACT AND TERMINATION

4.1 TERM

This ESA shall commence on the Execution 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 with the Participating Consumers' "Final Meter Read Date" determined by the Parties and set forth in Exhibit A Part 1 in the paragraphs with the heading "Term", unless terminated earlier under Article 4.2 below.

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 PSC 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 Consumers; or
- (d) by the Municipality, if a court, PSC or other lawful authority makes an adjudication that nullifies or materially alters any of the provisions of 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 Consumers, 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, Competitive Supplier shall have all Participating Consumers switched back to obtaining supply from the Distribution Utility, or support the Distribution Utility as reasonably possible to switch to another supplier selected by Municipality, by submitting all consumer drops via EDI or alternative data protocol to the Distribution Utility, or such other supplier, in a form acceptable to the Distribution Utility, or such other supplier.

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 Consumers; and that, at all times with respect to Participating Consumers, 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 Consumers. Such services shall be reasonably accessible to all Participating Consumers, shall be available during normal working hours, shall allow Participating Consumers 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 Consumers to contact Competitive Supplier during normal business hours (9:00 A.M.- 6:00 P.M. Eastern Time, Monday through Friday), as well as 9:00am-1:00pm on Saturday, to resolve concerns, answer questions and transact business with respect to the service received from Competitive Supplier. To the extent practicable, the Municipality will post program-related information on the Municipality's website which will be available to Participating Consumers 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 Consumer(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 Consumers. Competitive Supplier agrees to designate a service representative or representatives (the "**Service Contacts**") who shall be available for these purposes, and shall identify the office 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 Consumers, 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 Consumers, 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 Consumers, the Competitive Supplier shall utilize such arrangements and exercise all Commercially Reasonable efforts as may be necessary to continue to serve Participating Consumers 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 Consumers 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 Consumers (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 Consumers on a non-discriminatory basis; provided, however, that those prices and other terms may vary in accordance with reasonably established rate classifications (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 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 Consumer 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 Consumer's failure to pay bills from the Competitive Supplier, subject to any provisions of law or applicable PSC orders or regulations. Provision of electric energy supply shall be subject to reasonable credit policy, to the extent permitted by law, as described in Exhibit A.

In any event, should either Program Administrator or Municipality actively achieve and document (e.g. to the satisfaction of the New York State Public Service Commission and the Distribution Utility) reduction in capacity tag buying obligations, Competitive Supplier will pay or distribute benefits from these tag reductions to Participating Consumers at the NYISO strip clearing price for the appropriate zone (i.e., Zones A through K in New York State), in which the capacity tag reduction is certified by appropriate party. Program Administrator agrees it does not intend to pursue any actions that would increase the capacity tag obligation to Competitive Supplier.

Should either Program Administrator or Municipality actively achieve reduction in buying requirements for other mandated purchases, Competitive Supplier will liquidate resources it has purchased to serve this contract, through the NYISO platform and pay or distribute benefits to Participating Consumers, from this reduction in buying requirements that Competitive Supplier receives when Supplier liquidates these purchased resources.

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 Consumers 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 Consumers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual consumer), provide a copy of such General Communication to the Municipality and to Program Administrator for its review to determine whether it is consistent with the purposes and goals of the Municipality and Program Administrator. The Municipality or Program Administrator shall have the right to disapprove such General Communications and suggest revisions within seven (7) calendar days (not including weekends and holidays) of receiving a copy thereof if it finds the communication inconsistent with the purposes and goals of the Municipality, factually inaccurate or likely to mislead; provided, however that there shall be no such right of disapprove 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, with regard to any bill insert or message included at the bottom of such bill not within the scope of (a) above, Municipality or Program Administrator shall have such right of disapproval. 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 Consumers 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 or any agreement with customer, including but not limited to any notice of Force Majeure or change in law.

5.7 COMMUNICATION OF INSERTS AND MESSAGES

Competitive Supplier agrees that if it communicates with Participating Consumers directly (or if it is provided a certain number of characters on the regular bill for discretionary communication), and unless prevented for regulatory or other such reasons from doing so, it shall allow the Municipality or Program Administrator to include no less than three (3) inserts per year into such communications, provided that the Program Administrator 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 (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 within seven (7) calendar days

after receipt (not including weekends and holidays) if it finds the communication inconsistent with its business interests, factually inaccurate or likely to mislead; provided, however that there shall be no such right of disapproval for any communication which has been ordered by PSC or any other Governmental Authority to be so communicated.

5.8 PARTICIPATING CONSUMER LISTS

To the extent not prohibited by any Governmental Rule or expressly prohibited by any Participating Consumer(s), the Competitive Supplier shall, upon request of the Municipality or of Program Administrator, provide aggregate consumption information as the Municipality or Program Administrator may request to the extent such information is available to Competitive Supplier.

Competitive Supplier shall provide Participating Consumer lists in an electronic format reasonably acceptable to both Parties and with no more frequency than once a month, subject to non-disclosure agreement for consumers who have not requested that their personal information be denied to Program Administrator or to Municipality.

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.

5.11 CREDITWORTHINESS

Competitive Supplier represents, warrants and covenants that it is, and shall be, for the Term of this ESA, in compliance with all credit policies and requirements of the New York Independent System Operator, and comply with any credit requirements as set forth in the RFP.

5.12 COMPLIANCE WITH RFP

Competitive Supplier represents and warrants that Competitive Supplier's response to the Energy Procurement Request for Proposals is compliant with the terms and conditions set forth in the RFP.

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 Joule Order 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 Consumers. 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 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 Article 4.2 (a) shall apply. However, the Municipality may be considered to be operating a municipal load aggregation plan pursuant to Joule Order 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 Consumer due to any act or failure to act on the part of the Competitive Supplier or its Associated Entities relating to the delivery or supply of Firm Full-Requirements Power Supply.

Municipality shall conduct outreach to the community in addition to the initial program notification letter as required by the Public Service Commission, which will be delivered at the Competitive Supplier’s expense, with a Business Reply Mail insert to allow Eligible Consumers to opt out without postage expense. As required by the Public Service Commission, Municipality will report on their endeavors to Program Administrator to inform residents on the Program and “non-demand charge” commercial businesses. In case of any doubt, Municipality shall retain final control of content related to all communications.

ARTICLE 7 ROLE OF PROGRAM ADMINISTRATOR

7.1 PROGRAM ADMINISTRATOR RIGHTS AND DUTIES

Program Administrator is responsible for Program organization, administration, procurement, and communications, unless otherwise specified herein or agreed in writing.

Program Administrator, 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 Administrator 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 Joule Order, including but not limited to the following: file final versions of customer opt-out letters, after the supply procurement is finalized, that provide details on Program contracts.
- (d) File any request for proposals or similar solicitation seeking electricity supply or other energy services and any draft correspondence on such services with DPS Staff for review.
- (e) Provide the Municipality with timely communications content to effect customer notification requirements for approval, such approval not to be unreasonably withheld, given the projected schedule of Program's implementation; and
- (f) Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program; and
- (g) Fulfill any other responsibilities as set forth in this agreement herein.

7.2 PROGRAM ADMINISTRATOR FEE

Competitive Supplier shall pay Program Administrator \$0.0008 for each kWh delivered, invoiced and paid for by Participating Consumers during the Term (“**Program Administrator Fee**” or “**Fee**”). The Parties agree that Competitive Supplier will remit the Program Administrator Fee to the Program Administrator, pursuant to the terms of this ESA. Competitive Supplier shall pass through such payments to Program Administrator 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 Administrator will be made monthly by Automated Clearing House (“**ACH**”) (an electronic network for financial transactions) to the account set forth in Exhibit B hereto, provided that Competitive Supplier has received payment with respect to the electricity used by the Participating Consumers. The Program Administrator Fee shall be paid by the last business day of the month based on revenue collected by Competitive Supplier with respect to each Participating Consumer 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 explanation of the error in sufficient detail.

Program Administrator shall provide the Municipality with a reasonably detailed accounting not less than annually of the program impact (e.g., rates paid vs utility rate), financial and other, including revenues received and expenses incurred on communication, administration and legal expenses.

7.4 INDEPENDENT CONTRACTOR

The Parties agree that Program Administrator is not an agent or employee of Competitive Supplier for any purpose. All expenses which are incurred by Program Administrator in connection with

this ESA shall be borne wholly and completely by Program Administrator, except as otherwise agreed herein or in writing. Program Administrator shall be responsible for all state, federal, and local taxes, including estimated taxes and social security and employment reporting for Program Administrator or any employees or agents of Program Administrator.

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 Consumers under the Program. Competitive Supplier, except as explicitly limited by the terms included in Exhibit A, shall be obligated to accept all Participating Consumers, regardless of their location or energy needs provided such Participating Consumers are eligible under the applicable regulations and tariffs of the Distribution Utility.

8.3 METERING

The Parties understand and acknowledge that the Distribution Utility will be responsible for any metering which may be required to bill Participating Consumers in accordance with the rules governing the supply of electricity in the service territory of the Distribution Utility.

8.3.1 Title

Title to Firm Full-Requirements Power Supply will transfer from Competitive Supplier to Participating Consumers at the Point of Sale. In accordance with the rules governing the supply of electricity in the service territory of the Distribution Utility, 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.

8.3.2 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 Consumer's meter(s) performed by the Distribution Utility. Competitive Supplier shall cause the Distribution Utility to prepare and mail bills to Participating Consumers monthly. The Competitive Supplier shall adopt the billing and payment terms offered by the Distribution Utility to its Eligible Consumers on Basic Utility Supply 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 over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

8.3.3 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 Consumers to the extent permitted by any Governmental Rules. These costs are "pass through" costs as determined by the appropriate regulatory agencies.

8.3.4 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 Consumer'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 Consumers' bills. Participating Consumers 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 Consumers shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier. For avoidance of doubt, Competitive Supplier shall be responsible for all taxes imposed upon it as a supplier of electricity, including taxes on Competitive Supplier's income.

ARTICLE 9 ADDITIONAL COMPLIANCE BY COMPETITIVE SUPPLIER

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 Joule Order and any regulations, orders or policies adopted pursuant thereto.

In addition, Competitive Supplier specifically represents, warrants and agrees that it that it has reviewed and has fully complied and will fully comply with, all relevant regulations, requirements, and orders of the FERC, NYISO, and PSC.

Competitive Supplier shall comply with all requirements of the Request for Proposal issued in relation to this ESA.

ARTICLE 10 SERVICE PROTECTIONS FOR CONSUMERS

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 agrees to comply with any code of conduct or policies the PSC may adopt in accordance with the Joule Order and to all related Orders of Case 14-M-0224 to which the Program Administrator 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, on or before the Effective Date, 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 Consumers 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 Consumer(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 consumer complaints received from a Participating Consumer, and the Municipality shall have the right, but not the obligation, to participate (directly or through the Program Administrator) 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 by the Municipality or the Program Administrator, 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 Consumer 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 provide the Program Administrator with a monthly report of sales which will contain at a minimum: (i) the actual aggregate kWh sales, rate and commission due to Program Administrator for each meter read of the reporting period (with billing “from and to” date); (ii) account status (e.g., active or cancelled); (iii) the number of Participating Consumer accounts active in each meter read of the reporting period; and (iv) other information reasonably requested. In addition, the aggregate kWh sales and number of Participating Consumer accounts shall be listed in the report both by Service Class and rate. The monthly report will be due to the Program Administrator within thirty (30) days following the close of each month. This information shall be provided in electronic format, satisfactory to the Program Administrator.

12.1.2 Consumer-Related Data

On and after the Service Commencement Date, Competitive Supplier will maintain consumer-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 such information or data to the Municipality or its agent within a Commercially Reasonable time.

12.2 POWER SUPPLY REPORT

Unless the Environmental Disclosure Program labeling requirement is waived by PSC, Competitive Supplier shall present a copy of the current Environmental Disclosure Program label as and when required by PSC of all Competitive Suppliers to be disclosed to their Participating

Consumers, 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 Consumers 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 its books and records in accordance with any applicable regulations or guidelines of PSC, FERC, and any other Governmental Authority and accounting standards. 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 this ESA 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.

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 relief or 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 Administrator ("**Indemnified Parties**") and the Indemnified Parties' elected officials, officers, owners, directors, 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, the Program Administrator or any of their elected officials, officers, owners, directors, r employees, representatives, independent contractors or agents, if any 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 Administrator 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 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 Execution Date of this ESA as follows:

- (a) 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;
- (b) 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;
- (c) 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;
- (d) subject to the conditions set forth in Article 2.4, this ESA constitutes a legal, valid and binding obligation of the Competitive Supplier enforceable against it in accordance with its terms, and the Competitive Supplier has all rights such that it can and will perform its obligations 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;
- (e) no Bankruptcy is pending against it or to its knowledge threatened against it;
- (f) 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
- (g) 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 Execution Date of this ESA as follows:

- (a) this ESA constitutes the legal, valid and binding contract of the Municipality enforceable in accordance with its terms, subject to applicable law;
- (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 ADMINISTRATOR

As a material inducement to entering into this ESA, the Program Administrator hereby represents and warrants to Competitive Supplier and Municipality as of the Execution Date of this ESA as follows:

- (a) this ESA constitutes the legal, valid and binding contract of Program Administrator enforceable in accordance with its terms, subject to applicable law
- (b) the execution, delivery and performance of this ESA are within Program Administrator's powers, have been or will be duly authorized by all necessary action;
- (c) Program Administrator 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
- (d) no Bankruptcy is pending or threatened against Program Administrator.

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 Effective 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-. Proof acceptable to the Municipality 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 the Effective 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 Effective Date under this ESA. All

said substitute or renewed “claims made” policies shall be maintained in full force and effect for not less than three (3) years after 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 both Program Administrator 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 Consumers 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 materially excess or materially reduced costs as a result thereof, such amount shall be allocated to and collected from, or credited to, Participating Consumers 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 Consumers through applicable monthly invoice(s).

ARTICLE 18 MISCELLANEOUS

18.1 OPTION FOR ALTERNATIVE SUPPLY OF POWER

The Parties agree that the terms of Exhibit C shall provide an option for the provision of an additional Renewable Power Product to the Program.

18.2 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 Administrator 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 Administrator 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 Administrator 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 Administrator 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.

18.3 DIRECT MARKETING

Prior to the introduction of any new product or service which Competitive Supplier may wish to make available to Participating Consumers or other Eligible Consumers located within the Municipality, Competitive Supplier agrees to (i) give the Municipality 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 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 Consumer that relies upon Competitive Supplier's unique knowledge of, or access to, Participating Consumers 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 Consumer.

Programs of the Competitive Supplier that do not rely on unique knowledge or access gained through this ESA will not constitute such "direct marketing."

18.4 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 the Parties as designated in Exhibit B.

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.

18.5 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 Administrator in the manner set forth in Article 18.4. 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 Administrator in the manner set forth in Article 18.4. In the event that the name or telephone number of any such contact person for the Program Administrator changes, prompt notice shall be given to the Competitive Supplier and the Municipality in the manner set forth in Article 18.4.

18.6 ENTIRE AGREEMENT; 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.

18.7 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 consumer drops via EDI to the Distribution Utility in accordance with the rules and regulations set forth by the PSC in Case 98- M-0667.

18.8 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.

18.9 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.

18.10 NO RULE OF STRICT CONSTRUCTION

The language contained herein shall be deemed to be that approved by all Parties hereto and no rules of strict construction shall be applied against any Party hereto.

18.11 COUNTERPARTS

This ESA may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

18.12 DIGITAL SIGNATURES

This ESA may be executed by facsimile or other digital signature (or by using a digital signature service such as DocuSign), and such signature shall have the same force and effect as a manual signature.

18.13 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.

18.14 ADVERTISING LIMITATIONS

Competitive Supplier agrees not to use, whether directly or through any of its Associated Entities, the name of the Municipality, or make any reference to the Municipality in any advertising or other information to be distributed publicly for marketing or educational purposes, unless the Municipality expressly agrees to such usage. Any proposed use of the name of the Municipality

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.

18.15 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.

18.16 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.

18.17 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.

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

NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, TORT, CONTRACT OR OPERATION OF LAW.

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.

[SIGNATURE PAGE TO FOLLOW]

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

COMPETITIVE SUPPLIER

By:
Name:
Title:
Address:

Dated: _____

MUNICIPALITY

By:
Name:
Title:
Address:

Dated: _____

PROGRAM ADMINISTRATOR

By:
Name: Michael Gordon
Title: Chief Executive Officer; Joule Assets, Inc.
Address: 22 Edgemont Road, Katonah, NY 10536

Dated: _____

[SIGNATURE PAGE TO ELECTRICITY SUPPLY AGREEMENT]

**Exhibit A - PART 1
PRICES AND TERMS**

**JOULE ASSETS COMMUNITY CHOICE AGGREGATION PROGRAM DEFAULT CCA
RENEWABLE ELECTRICITY PRODUCT**

This shall be the default product offered to Participating Consumers.

Firm Full-Requirements Price by Rate Classification for all Participating Consumers located in the Distribution Utility (to wit, [name of distribution utility]) territory commencing service on the first Consumer meter-read date after [] (“**First Meter Read Date**”).

Table 1:

Rate Class	Fixed Price per kWh	
Residential	\$	
Small Commercial	\$	

Terms for System Supply Service

Term: The Price and Terms stated on this Exhibit A – Part 1 will commence on the First Meter Read Date and continue until the first Consumer meter read date after [] (“**Final Meter Read Date**”), unless this ESA is sooner terminated in accordance with Article 4.2 of this ESA.

The period of delivery of Firm Full-Requirements Power Supply shall be consistent with the provisions of ARTICLE 4 and Exhibit A of this ESA.

Start-Up Service Date: Firm Full-Requirements Power Supply will commence at the prices stated above as of Participating Consumer’s First Meter Read Date.

Renewable Energy in System Supply: 100% of electricity supply shall be CCA Renewable Electricity Product as defined in the Agreement.

Eligible Consumer Opt-Out: Participating Consumers are free to opt-out of the Program utilizing established utility data drop protocols. Participating Consumers are to provide five (5) days notice to the Competitive Supplier of such termination and Competitive Supplier will notify Distribution Utility to resume service as soon as possible after such notification. There are no fees or charges for Participating Consumers to opt-out or terminate service.

Credit policy: The Competitive Supplier will not require a credit review for any consumer participating in the Program, nor will Competitive Supplier require any consumer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Consumer and return such consumer to Default Utility Service in the event that the consumer fails to pay to Competitive Supplier amounts past due greater than sixty (60) days.

[To Be added if (a) Competitive Supplier submits a fixed price bid that has been accepted and (b) an adder is applicable.]

If Competitive Supplier has submitted a fixed price bid, then New Consumers who enroll or are enrolled into the Program after the first Consumer meter-read date referred to above shall be served at the fixed rate as determined by the rate calculator described in the Request for Proposals at the time of enrollment, plus the applicable adder, if any, for each rate class set forth in Table 2 below.

Rate Class	Adder (or subtractor) per kWh
Residential	\$0.0
Small Commercial	\$0.0

]

**Exhibit A - PART 2
PRICES AND TERMS (continued)**

[Intentionally Deleted]

**Exhibit B -
CONTACT, NOTICE AND PAYMENT INFORMATION**

PROGRAM ADMINISTRATOR GENERAL INFORMATION	MUNICIPALITY GENERAL INFORMATION	SUPPLIER GENERAL INFORMATION
Joule Assets Inc Contact Name: Glenn Weinberg	[Municipality] Contact Name: []	[Name of Supplier] Contact Name: []
Address: 22 Edgemont Road Katonah, New York 10536 914 - 977 - 3444	Address: [] Telephone Number: []	Address: [] Telephone Number: []
E-mail Address: gweinberg@jouleassets.com	E-mail Address: []	Email Address: []
PROGRAM ADMINISTRATOR ADDRESS FOR NOTICES PURSUANT TO ARTICLE 18.4	MUNICIPALITY ADDRESS FOR NOTICES PURSUANT TO ARTICLE 18.4	SUPPLIER ADDRESS FOR NOTICES PURSUANT TO ARTICLE 18.4
ATTN: Glenn Weinberg Joule Assets Inc	ATTN: [] Municipality: []	ATTN: []
Address: 22 Edgemont Road	Address: []	Address: []
City, State Zip: Katonah, NY 10536	City, State Zip: []	[]
With a copy to:	With a copy to:	With a copy to:
Name: Stephen Filler, General Counsel Joule Assets Inc. 22 Edgemont Road Katonah, New York 10536 sfiller@jouleassets.com	Name: Address:	Name: Address:

[ONLY TO BE INCLUDED FOR AGREEMENTS FOR SUPPLY LONGER THAN A ONE YEAR; OTHERWISE IT WILL NOT BE INCLUDED]

**[Exhibit C -
OPTION FOR ALTERNATIVE SUPPLY OF POWER**

Competitive Supplier shall provide power to Participating Consumers, including the option for consumers to purchase REC's, throughout the term of this ESA and from sources of its own discretion subject to the terms of this Agreement, the RFP and the Competitive Supplier's response. However, Program Administrator desires to support the construction of, or cause the Competitive Supplier to contract directly with, renewable sources of energy (each a "**Renewable Power Source**") prior to award or after the Effective Date of the Program for the benefit of the Participating Consumers and of the renewable power market.

Upon agreement to a Power Purchase Agreement ("**PPA**"), acceptable to both Program Administrator, Municipality, and Competitive Supplier with any Renewable Power Source, the Competitive Supplier may purchase output from the Renewable Power Source to Competitive Supplier (or Associated Entity) either through purchase by Competitive Supplier from a third party, or by way of assignment by Program Administrator) of that PPA in accordance with this Exhibit.

Competitive Supplier may either work from a roster of Renewable Power Sources pre-approved by Program Administrator (with the cooperation of Municipality) who retain a PPA consistent with Program Administrator's needs (for the benefit of Participating Consumers), or Competitive Supplier may obtain written approval from Program Administrator for an alternative source and PPA.

In the event Program Administrator identifies output from Renewable Power Source(s) that Program Administrator intends to assign or direct to the Competitive Supplier for use in the program for the benefit of Participating Consumers, Program Administrator will describe whether each product is unit-contingent or smoothed, and Program Administrator 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.

The Program Administrator will then fill out the Table, below, adding to it as necessary:

Product	Unit-Contingent or committed	Time Block	Zone	Price (per Unit)
kWh Output				
REC Output				

Capacity Standby				
kWh Output				
REC Output				
Capacity Standby				

Competitive Supplier will then solicit offers from the free market for like quantities of power, REC or capacity.

Competitive Supplier will then be required to accept offers of _____ if _____ for supply to the Program.

In such case, the Parties shall agree to a rate adjustment to Participating Consumers 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 Consumers 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.

To benefit the Municipality or Participating Consumers, Program Administrator will be authorized to invite bidders to purchase the power being replaced (separately by kWh, capacity or REC or in any bundle it chooses) if, in its sole discretion, it believes it can sell current positions that match the unit-contingent production expectation at a higher price than Competitive Supplier is quoting as a sales price.]

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ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
APRIL 2021

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT	
ACTION TELEPHONE EXCHANGE	PJS	150807	198003312021	AFTER HOURS ANSWERING SERVICE	127.35	
				VENDOR TOTAL	127.35	
ADAMS LECLAIR LLP	BWL	151002	46476	CNB	120.00	
				MARK GIANNINY	120.00	
				NORTHFIELD COMMONS	60.00	
				CHASE	120.00	
				BIRNBAUM	120.00	
				BUCKINGHAM PROPERTIES	120.00	
VENDOR TOTAL	660.00					
ALLIANCE DOOR & HARDWARE	PJS	150730	223463	OVERHEAD DOOR REPAIR	5,611.00	
				REPAIR PSD GARAGE DOOR	315.00	
VENDOR TOTAL	5,926.00					
ALTA ENTERPRISES, LLC	PJS	150975	P346391	MIRRORS, SIDE WINDOWS/FILTERS AND HEADLA	131.06	
				P346380	892.49	
				P346378	248.10	
				P346379	912.06	
VENDOR TOTAL	2,183.71					
APPLIED MAINTENANCE SUPPLIES & SOLUTIONS	PJS	150828	7021165629	SHOP SUPPLIES	770.11	
				7021051851	CABLES	359.72
				7021216095	SHOP SUPPLIES	283.91
				7021238184	SHOP SUPPLIES	19.57
				7021225513	SHOP SUPPLIES	79.21
VENDOR TOTAL	1,512.52					
BAND PARTS PLUS	PJS	150823	821646	WIPER BLADES	24.84	
				821394	WIPER BLADES	27.80
				821273	BULBS FOR SWEEPER	18.93

ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	71.57
BARTON & LOGUIDICE, D.P.C.	BWL	150885	116721	ZONING CODE SERVICES THROUGH 3/27/21	10,475.50
				VENDOR TOTAL	10,475.50
BEEMAN	JRH	150935	042021/BEEMAN	STEAM, SENSORY & SCIENCE INSTRUCTOR PAYM	539.00
				VENDOR TOTAL	539.00
BENEFIT RESOURCE, LLC	BWL	150822	614148	FSA ADMIN FEE MARCH	125.00
				VENDOR TOTAL	125.00
BONADIO & CO., LLP	BWL	150766	BN256979	COURT AUDIT	1,250.00
	BWL	150827	BN263100	PROGRESS BILLING FY 2020 AUDIT	15,000.00
				VENDOR TOTAL	16,250.00
BRODINE	JRH	150933	042021/BRODINE	BALLROOM DANCE INSTRUCTOR PAYMENT	304.92
				VENDOR TOTAL	304.92
BROWN	JRH	150950	042021/BROWN	YOUTH BASKETBALL INSTRUCTOR PAYMENT	1,498.00
				VENDOR TOTAL	1,498.00
BSN SPORTS LLC	PJS	150757	912071905	PITCHING RUBBERS	245.00
				VENDOR TOTAL	245.00
CASELLA WASTE MANAGEMENT OF N.Y., INC.	PJS	150990	582120	MONTHLY DUMPSTER	95.50

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
CASELLA WASTE MANAGEMENT OF N.Y., INC.	PJS	150835	574626	30 YARD DUMPSTER	415.97
				VENDOR TOTAL	511.47
CASTLE BRANCH INC	BWL	150765	0780586-IN	EMPLOYMENT SCREENING	480.00
				VENDOR TOTAL	480.00
CCP INDUSTRIES INC	PJS	150749	IN02734945	UNIFORMS	591.66
				VENDOR TOTAL	591.66
CHASE CARD SERVICES	JB	150710	2106342333	TEAMVIEWER BUSINESS SUBSCRIPTION-3/17/20	612.00
	BWL	151004	04152021	ATTORNEY FILING FEES	220.00
	BWL	150763	03182021	ATTORNEY FILING FEES	299.66
				VENDOR TOTAL	1,131.66
CINTAS CORPORATION #411	PJS	150773	4079624484	RUG & MOP SERVICE	228.58
	PJS	150928	4080859162	RUG & MOP SERVICE	228.58
				VENDOR TOTAL	457.16
CLOVER PHYSICAL THERAPY, P.C.	JRH	150909	4132021	SENIORS BALANCE CLASSES FEBRUARY & MARCH	200.00
				VENDOR TOTAL	200.00
CONSTELLATION NEW ENERGY, INC.	BWL	150888	19789722701	STREET LIGHTING 7 OR MORE	246.95
	BWL	150888	19789722601	STREET LIGHTING 7 OR MORE	267.93
	BWL	150888	19789721701	STREET LIGHTING 1-2 POLES	142.27
	BWL	150888	19789721601	STREET LIGHTING 1-2 POLES	146.49
	BWL	150888	19789721501	STREET LIGHTING 1-2 POLES	135.09
	BWL	150888	19822803801	STREET LIGHTING 3-6 POLES	110.21
	PJS	150967	19789736501	PITTSFORD MANOR LANE - NOV	60.02
	PJS	150967	19789736301	PITTSFORD MANOR LANE - DEC	85.30

ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
CONSTELLATION NEW ENERGY, INC.	PJS	150967	19789736401	PITTSFORD MANOR LANE - JAN	69.30
	PJS	150967	19770080901	PITTSFORD MANOR LANE - MAR	133.30
	PJS	150967	19789762601	PITTSFORD MANOR LANE - NOV	148.51
	PJS	150967	19789762701	PITTSFORD MANOR LANE - DEC	120.86
	PJS	150967	19789762501	PITTSFORD MANOR LANE - JAN	164.76
	PJS	150967	19770223401	PITTSFORD MANOR LANE - MAR	254.89
	PJS	150967	19789764001	PITTSFORD MANOR LANE - NOV	3.62
	PJS	150967	19789763901	PITTSFORD MANOR LANE - DEC	3.89
	PJS	150967	19789764201	PITTSFORD MANOR LANE - JAN	4.10
	PJS	150967	19770213001	PITTSFORD MANOR LANE - MAR	7.35
	PJS	150920	19770112601	631 MARSH RD	22.87
	PJS	150920	19791138201	500 MENDON ROAD	151.59
	PJS	150920	19553048501	24 STATE ST LIBRARY - FEB	1,440.97
	PJS	150920	19800848401	24 STATE ST LIBRARY - MAR	1,560.44
	PJS	150920	19552875101	60 GOLF AVE HWY - FEB	560.71
	PJS	150920	19800585901	3899 MONROE AVE PSD	114.75
	PJS	150920	19823230601	11 S. MAIN ST	834.61
	PJS	150920	19800841201	22 N. MAIN ST POP	11.86
	PJS	150920	19789753101	21 MENDON RD - NOV	3.57
	PJS	150920	19789753301	21 MENDON RD - DEC	3.71
	PJS	150920	19789753501	21 MENDON RD - JAN	4.06
	PJS	150920	19791131101	21 MENDON RD - MAR	3.70
	PJS	150920	19770080701	35 LINCOLN AVE SCC	2,104.37
	PJS	150920	19770199601	1 ROBBIN RD PARKS	115.25
	PJS	150920	19770085001	17 JEFFERSON RD KINGS BEND LIGHTS	7.35
	PJS	150920	19800844201	17 JEFFERSON RD KINGS BEND	110.83
	PJS	150920	19770215501	625 MARSH RD	0.00
	PJS	150926	19790955601	2600 LEHIGH STA	117.92
	PJS	150926	19770081901	5 DUNNEWOOD CT	101.57
	PJS	150926	19770104401	9 REITZ PKWY	129.07
	PJS	150926	19549445101	37 CANDLEWOOD DR	13.86
	PJS	150926	19549426901	15 GREYTHORNE HILL- FEB	41.10
	PJS	150926	19790951501	15 GREYTHORNE HILL -MAR	80.79
	PJS	150926	19823230101	4358 EAST AVE	0.00
	PJS	150926	19789723401	3950 EAST AVE KNOWLTON - NOV	0.00
	PJS	150926	19789723201	3950 EAST AVE KNOWLTON - DEC	0.00
	PJS	150926	19770094801	3950 EAST AVE KNOWLTON - MAR	0.00
	PJS	150926	19790970501	20 POINCIANA DR	5.21
	BWL	151001	19822840101	STREET LIGHTING TN @ LARG	152.12
	BWL	151001	19822838401	STREET LIGHTING 7 OR MORE	211.29
	BWL	151001	19822840301	STREET LIGHTING POLE MAIN	24.08

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT	
CONSTELLATION NEW ENERGY, INC.	BWL	151001	19822840801	STREET LIGHTING STONETN, EO	32.86	
	BWL	151001	19822836101	STREET LIGHTING 1-2 POLES	115.60	
	BWL	151001	19553064901	STREET LIGHTING 3-6 POLES	115.96	
	BWL	151001	19552971601	STREET LIGHTING 1-2 POLES	121.58	
	BWL	151001	19552873801	STREET LIGHTING STONETN, EO	34.55	
	BWL	151001	19553057201	STREET LIGHTING TN @ LARG	160.15	
	BWL	151001	19553036801	STREET LIGHTING 7 OR MORE	222.34	
	BWL	151001	19553058101	STREET LIGHTING POLE MAIN	25.32	
	BWL	150852	19789721401	STREET LIGHTING 1-2 POLES	125.82	
	BWL	150852	19789722501	STREET LIGHTING 7 OR MORE	230.04	
	BWL	150852	19789722401	STREET LIGHTING 7 OR MORE	260.01	
	VENDOR TOTAL					11,476.72
	COPPOLA	JRH	150932	042021/COPPOLA	IRISH DANCE INSTRUCTOR PAYMENT	1,257.90
VENDOR TOTAL					1,257.90	
COUNTRYMAN	PJS	150915	041321	MILEAGE REIMBURSEMENT	4.64	
VENDOR TOTAL					4.64	
CREIGHTON SELF-DEFENSE INC	JRH	150938	042021/CREIGHTON	MARTIAL ARTS INSTRUCTOR PAYMENT	1,289.45	
VENDOR TOTAL					1,289.45	
CROSMAN SEED CORP	PJS	150756	9706	GRASS SEED	83.00	
	PJS	150983	9773	RYE SEED	395.00	
	PJS	150986	9767	GRASS SEED	927.00	
	PJS	150986	9754	GRASS SEED	1,013.00	
	PJS	150979	9780	PROPRIETARY TURFGRASS	360.00	
	PJS	150980	9721	GRASS SEED	270.00	
VENDOR TOTAL					3,048.00	
CROWN CASTLE INTERNATIONAL CORP.	JB	150883	801502	FIBER SERVICE #S120274 - 5611 PITTSFORD	879.97	

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	879.97
CSX TRANSPORTATION	PJS	150706	8404126	ALLENS CREEK ANNUAL LAND LEASE	801.34
				VENDOR TOTAL	801.34
CYNCON EQUIPMENT INC.	PJS	150982	85938	LEAF MACHINE FAN	827.04
	PJS	150760	85852	SWEEPER/BRUSH	721.12
	PJS	150832	85873	LEAF MACHINE FAN	992.00
	PJS	150834	85889	LINERS FOR LEAF MACHINE	992.00
	PJS	150733	85758	SIDEWALK PLOW	533.61
	PJS	150972	85980	SWEEPER REPAIR	14,159.55
				VENDOR TOTAL	18,225.32
DE LA COLINADOLORES	JRH	150949	042021/DELACOLINA	SPANISH BASICS INSTRUCTOR PAYMENT	152.25
				VENDOR TOTAL	152.25
DEBBIE SUPPLY INC	PJS	150984	650912	BALL VALVES	23.96
	PJS	150698	650483	TOILET SUPPLIES	87.60
	PJS	150958	824284	FINANCE CHARGE	2.00
	PJS	150819	650852	OUTLET PLUGS/RAKES	224.04
				VENDOR TOTAL	337.60
DECKMAN OIL COMPANY	PJS	150842	741811	HYDRAULIC OIL/OIL	3,865.50
				VENDOR TOTAL	3,865.50
DEL 3750 MONROE AVENUE ASSOCIATES LLC	BWL	151005	04052021	COURT RENT: APRIL & MAY	17,904.90

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	17,904.90
DEMOCRAT & CHRONICLE	BWL	150887	DC1187406	MONTHLY PAPER	45.00
				VENDOR TOTAL	45.00
DIG SAFELY NEW YORK	PJS	150861	21030679	MONTHLY DIG SAFELY CALLS	105.80
				VENDOR TOTAL	105.80
DIRECT ENERGY BUSINESS MARKETING, LLC	PJS	150930	HS12388187	DIRECT ENERGY TOWN WIDE AND PUMP STATION	1,830.60
				VENDOR TOTAL	1,830.60
DOLOMITE PRODUCTS CO INC	PJS	150704	985696	CR-1 FOR ROADS ROSEWOOD/THORNWOOD	5,955.84
				VENDOR TOTAL	5,955.84
DOYLE SECURITY SYSTEMS	PJS	150964	1066322	ALARM MONITORING QUARTERLY SVC - LIBRARY	161.52
				VENDOR TOTAL	161.52
DUFFY'S AIS, LLC	JRH	150908	072293	DISHWASHER MAINTANCE	198.80
	JRH	150908	069262	REFRIGERATOR MAINTANCE	213.25
				VENDOR TOTAL	412.05
DUKE COMPANY	PJS	150754	001472695	ROAD PAINT	106.80
	PJS	150976	001473614	REDLINE SPEEDCRETE	576.00
				VENDOR TOTAL	682.80

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
EDGEWOOD NURSERY INC	PJS	150913	8238	YEWS FOR LIBRARY PARKING ISLANDS	588.00
				VENDOR TOTAL	588.00
EDWARDS TREE & LANDSCAPE	PJS	150961	2077-1	TREE BEHIND 7 BROWNING	500.00
	PJS	150962	2077-2	WOOD STONE RISE TREE LIMB	350.00
	PJS	150837	2075	LIMB ON BRIAR PATCH	250.00
				VENDOR TOTAL	1,100.00
EJ USA, INC.	PJS	150806	110210015758	MANHOLE RINGS AND COVERS	1,385.20
				VENDOR TOTAL	1,385.20
ELDERBERRY EXPRESS, INC.	BWL	150855	101	TRANSPORTATION SERVICES Q2 CONTRACT PAYM	1,875.00
				VENDOR TOTAL	1,875.00
EMPIRE TENNIS, LLC	JRH	150939	042021/SPEIRS	JUNIOR TENNIS INSTRUCTOR PAYMENT	428.40
				VENDOR TOTAL	428.40
F.W. WEBB COMPANY	PJS	150880	70880769	WATER LINE AND HYDRANT	715.96
				VENDOR TOTAL	715.96
FAIRLY TAX	BWL	150851	112420	ASSESSMENT SMALL CLAIMS COST	120.00
				VENDOR TOTAL	120.00
FAIRPORT CHILDREN'S THEATER	JRH	150936	042021/ROCHA	THEATER INSTRUCTOR PAYMENT	4,131.40

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	4,131.40
FIELDTURF USA, INC	PJS	150882	673663	ANNUAL MAINTENANCE & GMAX TESTING TURF F	2,955.00
				VENDOR TOTAL	2,955.00
FINGER LAKES CASTLE	PJS	150996	825424	SHOP SUPPLIES	197.71
	PJS	150845	825363	SHOP CHEMICALS	221.42
				VENDOR TOTAL	419.13
FINGER LAKES MULCH & SOIL PRODUCTS	PJS	150815	21-00848	DYED MULCH	1,577.00
				VENDOR TOTAL	1,577.00
FLEET PRIDE	PJS	150821	70893711	WIPERS	104.93
	PJS	150847	70921569	WIPERS	74.95
	PJS	150847	70958889	WIPERS	29.98
				VENDOR TOTAL	209.86
FLOWER CITY COMMUNICATIONS INC	PJS	150700	30797	RADIO REPAIR	187.50
				VENDOR TOTAL	187.50
FRONTIER COMMUNICATIONS	JB	150817	4/01/6430-092614-6	6430 KBP NORTH PHONE & BROADBAND SERVICE	73.57
				VENDOR TOTAL	73.57
FSI SYSTEMS, INC.	PJS	150877	8940	MONTHLY PUMP STATION MONITORING	59.90

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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	59.90
FUN EXPRESS LLC	JRH	150924	708885741-01	AFTE SCHOOL PROGRAM SUPPLIES	220.83
				VENDOR TOTAL	220.83
GENERAL WELDING AND FABRICATION	PJS	150701	31116	RUNNING BOARDS 502	425.46
	PJS	150750	31137	TRAILER HITCH RECIEVER	57.59
	PJS	150731	31127	BEACON 502	250.00
				VENDOR TOTAL	733.05
GEORGE NEWSOME'S TREE CARE	PJS	150739	03252021	TREE PINECONE/BURR OAK	300.00
	PJS	150740	03242021	TREE ON PINE CONE DR/BURR OAK	900.00
				VENDOR TOTAL	1,200.00
GLOBAL EQUIPMENT COMPANY	PJS	150798	117408551	TRASH CANS	372.00
				VENDOR TOTAL	372.00
GRASSLAND EQUIPMENT AND IRRIGATION CORPORATION	BWL	150792	1278893	VEHICLE #348-1 TORO 96" ZTR MOWER	33,599.52
				VENDOR TOTAL	33,599.52
HADLOCK PAINT CO. INC.	PJS	150712	000161	HASPS/LOCK	335.24
	PJS	150712	000162	HASPS/LOCK	64.99
	PJS	150963	D0028432	ATHLETIC FIELD MARKING PASTE	2,854.50
	PJS	150729	000177	GARDEN HOSE REPAIR	29.88
				VENDOR TOTAL	3,284.61
HADLOCK'S ACE HARDWARE	PJS	150992	209	MASON TRAILER LOCK	35.13

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
HADLOCK'S ACE HARDWARE	PJS	150992	212	SIGN FASTNERS	40.75
	PJS	150992	220	FLAT WASHERS	8.99
	PJS	150992	216	PAINTBRUSHES	39.38
	PJS	150992	233	HOSE FOR MECHANICS BAY	42.92
	PJS	150759	000186	BEDLINER PAINT	135.90
	PJS	150820	000199	PAINT FOR MASON TRAILER	97.51
	PJS	150841	000211	GAS LIGHT VALVE	28.54
	PJS	150848	000201	GAS PARTS	275.64
	PJS	150848	000202	GAS PARTS	143.88
				VENDOR TOTAL	848.64
HANSON	JRH	150945	042021/HANSON	PITTSFORD BALLET	2,568.61
				VENDOR TOTAL	2,568.61
HANSON AGGREGATES NEW YORK LLC	PJS	150960	3883715	RIP RAP	252.54
				VENDOR TOTAL	252.54
HARRIS BEACH PLLC	BWL	150761	2423762	SPECIAL COUNSEL	61.50
				VENDOR TOTAL	61.50
HAUN WELDING SUPPLY, INC.	PJS	150838	7505651	WELDING TIPS	82.89
	PJS	150978	7529814	WELDING SUPPLIES	35.00
				VENDOR TOTAL	117.89
HENRIETTA BUILDING SUPPLIES, INC.	PJS	150951	15036011	HINGES	90.00
				VENDOR TOTAL	90.00
HILLYARD, INC.	PJS	150782	604265890	CLEANING AND PAPER SUPPLIES ALL BUILDING	1,024.20
	PJS	150893	604287278	CLEANING AND PAPER SUPPLIES ALL BUILDING	664.92

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	1,689.12
HOME DEPOT	PJS	150697	7026283	DRIVER AND DRILLS	219.97
	PJS	150697	7026355	LUMBER	138.28
	PJS	150985	9023516	CONCRETE FOR BENCHES	232.26
	PJS	150878	4021067	COMMUNITY GARDEN SUPPLIES	49.98
	PJS	150878	3021235	COMMUNITY GARDEN SUPPLIES	487.16
	PJS	150878	1214981	REFUND	-109.76
	PJS	150879	1021553	GARDEN NUMBERS, SAW BLADE	49.85
	PJS	150774	7010339	TAPE MEASURES, DUCT TAPE	115.72
	PJS	150781	8026178	4X4'S	93.42
	JRH	150923	7533	RECREATION ACTIVITY BOX PROGRAM SUPPLIES	50.81
	PJS	150917	0012694	RESTROOM SIGNS	51.00
	PJS	150744	0100010	RABBIT FENCE	198.70
	PJS	150747	1027202	HARDWARE COMMUNITY GARDEN	891.61
	PJS	150748	5512583	4X4'S	31.14
				VENDOR TOTAL	2,500.14
INTERSTATE BATTERY SYSTEM	PJS	150702	3485160	BATTERIES	186.55
	PJS	150840	3496579	BATTERY 473	249.86
	PJS	150776	349241	BATTERIES FOR GENERATORS	146.90
	PJS	150900	349636	BATTERIES	215.90
	PJS	150912	3496992	BATTERY FOR TRAIL MOWER	28.95
				VENDOR TOTAL	828.16
INTIVITY, INC.	JRH	150812	1707484-0		133.55
	JRH	150812	1707484-1		92.30
	JRH	150812	1707484-2		49.97
	JRH	150812	1705395-0		143.24
	JRH	150812	1705395-1		43.46
	JRH	150813	1707948-0	SENIORS OFFICE SUPPLIES - FAN	48.51
	JRH	150906	1710240-0	OFFICE SUPPLIES	67.36
	JRH	150906	1709031-0	OFFICE AND AFTER SCHOOL SUPPLIES	37.91

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	616.30
IRON MOUNTAIN, INC	LMD	150850	DMBV582	RECORD RETENTION 04/01/2021 - 04/31/2021	812.80
				VENDOR TOTAL	812.80
IRONHAWK INDUSTRIAL DISTRIBION, LLC	PJS	150709	9978	PLOW BLADES	6,460.53
				VENDOR TOTAL	6,460.53
J. C. SMITH, INC.	PJS	150970	1530926	CONCRETE/SACRETE	452.30
				VENDOR TOTAL	452.30
J. O'CONNELL & ASSOCIATES, INC.	BWL	150742	APRIL 2021	GRANT WRITING SERVICES APRIL	3,600.00
				VENDOR TOTAL	3,600.00
JESSIE HOLLENBECK - PETTY CASH	JRH	150922	032021/PETTYCASH	AFTER SCHOOL PROGRAM SUPPLIES	37.51
	JRH	150925	202103/CASH	EARTH DAY PROGRAM SUPPLIES	20.00
				VENDOR TOTAL	57.51
JOHN CLIFFORD SALES	PJS	150836	1001	MIRROR/INSPECTION 420	451.00
	PJS	150836	999	MIRROR/INSPECTION 420	15.00
				VENDOR TOTAL	466.00
JOHNSON CONTROLS FIRE PROTECTION LP	PJS	150800	87602145	BACKFLOW INSPECTION AND REPAIR	647.00
	PJS	150799	87596908	SPRINKLER TEST	250.00

**ACCOUNTS PAYABLE LISTING
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VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	897.00
JOHNSTONE SUPPLY OF CNY	PJS	150764	1100572	COMBUSTION BLOWER	159.68
	PJS	150764	1103537	REFUND OF TAX	-1.33
				VENDOR TOTAL	158.35
JONES	JRH	150910	03/2021JONES	SENIORS ZUMBA CLASS MARCH 2021	195.00
				VENDOR TOTAL	195.00
KAWCZYNSKI	JRH	150814	2021/03/YOGA	SENIORS YOGA FIT MARCH 2021 -KAWCZYNSKI	120.00
				VENDOR TOTAL	120.00
KB GRAPHICS	JRH	150905	26031-1	NATURE PROGRAM SUPPLIES	169.50
				VENDOR TOTAL	169.50
KENWORTH OF BUFFALO, INC	PJS	150732	R56578	LABOR #459	956.30
				VENDOR TOTAL	956.30
KOVALSKY-CARR ELECTRIC SUPPLY CO., INC.	PJS	150787	S1955749.002	FLUORESCENT LIGHTS	54.90
	PJS	150787	S1955749.001	FLUORESCENT LIGHTS	189.00
	PJS	150916	S1955749.003	LED LIGHTS LIBRARY	70.50
	PJS	150916	S1955554.001	LED LIGHTS KINGS BEND	855.00
				VENDOR TOTAL	1,169.40
L.C. WHITFORD EQUIPMENT CO.	PJS	150833	0031758-00	GRATE/HEX FOR TUB GRINDER	1,273.08

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
APRIL 2021**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	1,273.08
LAKELANDS CONCRETE PRODUCTS, INC.	PJS	150768	IN000041724	RISER RINGS	1,475.00
				VENDOR TOTAL	1,475.00
LAKESIDE TOOL, INC.	PJS	150994	318532	SOCKETS	98.80
	PJS	150824	318401	3/8 IMPACT SOCKETT	121.07
				VENDOR TOTAL	219.87
LOWES CREDIT SERVICES	PJS	150957	01087	PORTABLE CARPET CLEANER	124.71
	PJS	150775	34250	VACUUM, MISC CLEANING SUPPLIES	88.82
				VENDOR TOTAL	213.53
M R B GROUP	BWL	150830	38694	ENGINEER REVIEW FEES GREENPOINT TRAIL	175.00
				VENDOR TOTAL	175.00
M&T BANK CORPORATION	LMD	150901	04132021	2021 TOWN & COUNTY RECEIPTS	3,895.70
				VENDOR TOTAL	3,895.70
MAGGIO	JRH	150955	042021/MAGGIO	SELF DEFENSE INSTRUCTOR PAYMENT	136.29
				VENDOR TOTAL	136.29
MAGLIATO	JRH	150948	042021/MAGLIATO	WIGGLES & LIL ATHLETES INSTRUCTOR PAYMEN	516.25
				VENDOR TOTAL	516.25

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
APRIL 2021**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
MANITOU CONCRETE	PJS	150705	985605	CONCRETE FOR RISERS	1,387.50
	PJS	150705	985615	CONCRETE FOR RISERS	751.00
	PJS	150705	985629	CONCRETE FOR RISERS	770.00
	PJS	150705	985649	CONCRETE FOR RISERS	617.50
	PJS	150705	986093	CONCRETE FOR RISERS	1,245.00
				VENDOR TOTAL	4,771.00
MESSENGER POST	LMD	150884	96943	NOTICE OF ZONING BRD HRG ON 04/19/2021	127.15
	LMD	150884	96916	NOTICE OF PALANNING BRD HRG ON 4/12/21	79.27
				VENDOR TOTAL	206.42
MILLER	JRH	150953	042021/MILLER	HELLO FRIEND CARD INSTRUCTOR PAYMENT	94.50
				VENDOR TOTAL	94.50
MITCHELL1	PJS	150829	IB25745106	APRIL BILLING	394.00
				VENDOR TOTAL	394.00
MOFFETT TURF EQUIPMENT, INC.	PJS	150762	01-297326	VENTRAC REPAIRS	526.93
				VENDOR TOTAL	526.93
MOHAWK RESOURCES LTD	PJS	150846	53684	TIRE BALANCER/CHANGER	13,119.66
				VENDOR TOTAL	13,119.66
MONROE COUNTY DIRECTOR OF FINANCE	BWL	151003	1800117083	4TH QTR DEEDS	112.45
				VENDOR TOTAL	112.45
MONROE COUNTY SUPERVISOR'S ASSOCIATION	BWL	150769	2021	ANNUAL DUES 2021	200.00

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
APRIL 2021**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	200.00
MONROE COUNTY WATER	PJS	150965	391992	LIBRARY WATER	100.00
	PJS	150965	390376	PARKS WATER	100.00
	PJS	150965	390456	SCC WATER	100.00
	PJS	150965	390513	HIGHWAY WATER	100.00
	PJS	150965	391802	KINGS BEND WATER	160.00
				VENDOR TOTAL	560.00
MORRISON EXCAVATING, INC.	PJS	150843	42574	TOPSOIL	624.00
				VENDOR TOTAL	624.00
MURRAY	JRH	150954	042021/MURRAY	PRESCHOOL ADVENTURES INSTRUCTOR PAYMENT	350.00
				VENDOR TOTAL	350.00
NEAL	PJS	150696	031821	PESTICIDE CERTIFICATION FEE REIMBURSEMEN	450.00
				VENDOR TOTAL	450.00
NOCO ENERGY CORP.	PJS	150755	SP12051123	232.3 GALLONS	491.90
	PJS	150737	SP12045837	234.7 ULSD SUPREME	479.81
	PJS	150971	SP12061912	251.1 GALLONS	508.33
	PJS	150971	SP12056459	526 GALLONS	1,111.17
				VENDOR TOTAL	2,591.21
NORTHEAST SWEEPERS AND RENTALS, INC.	PJS	150751	6627	BROOMS FOR RAVO	750.00
	PJS	150736	6553	RAVO SERVICE	1,800.54

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
APRIL 2021**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	2,550.54
NORTHERN NURSERIES, INC.	PJS	150914	20159	SHRUBS LIBRARY ISLANDS	547.50
				VENDOR TOTAL	547.50
NORTHERN SUPPLY INC	PJS	150977	092894	LOADER BLADE BOLTS	363.72
				VENDOR TOTAL	363.72
NYS CANAL CORPORATION	PJS	150919	04132021	ADA COMPLIANT KAYAK LAUNCH PERMIT	25.00
				VENDOR TOTAL	25.00
OCCUPATIONAL & ENVIRONMENTAL MEDICINE	BWL	150881	00023528-00	DRUG SCREENING	200.00
				VENDOR TOTAL	200.00
OIL FILTER SERVICE, INC.	PJS	150839	39318	FILTERS/OIL	356.91
				VENDOR TOTAL	356.91
ORR SAFETY CORPORATION	PJS	150745	INV5361879	MECHANIC'S GLOVE	74.56
				VENDOR TOTAL	74.56
PAYCHEX, INC.	BWL	150997	1263023	MONTHLY TIME & ATTENDANCE	150.00
	BWL	150998	10962284	MONTHLY PBA FEE	75.00
	BWL	150999	9625833	MONTHLY ESR SERVICES	278.60
	BWL	150853	2021040100	MONTHLY PAYROLL PROCESSING	4,899.84
	BWL	150856	1224645	ONBOARDING SERVICES APRIL	100.00

ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
APRIL 2021

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	5,503.44
PAZRAL	JRH	150937	042021/PAZRAL	PILATES & YOGA INSTRUCTOR PAYMENT	297.99
				VENDOR TOTAL	297.99
PITTSFORD CENTRAL SCHOOLS	PJS	150991	3977-21A	HIGHWAY FUEL	5,308.27
	PJS	150959	3535-21A	PSD FUEL - FEB	747.92
	PJS	150959	3981-21A	PSD FUEL - MAR	1,439.55
	PJS	150940	3978-21A	MONTHLY PARKS FUEL USAGE	890.44
	JRH	150907	3979-21A	RECREATION GASOLINE MARCH 2021	35.29
				VENDOR TOTAL	8,421.47
PITTSFORD YOUTH SERVICES INCORPORATED	BWL	151000	3248	MONTHLY CONTRACT PAYMENT	5,083.00
				VENDOR TOTAL	5,083.00
PLUG & PAY TECHNOLOGIES	JRH	150911	2021040200172037294	PITTSWEB	65.33
	JRH	150911	2021040200172037293	PITTSREC	15.00
				VENDOR TOTAL	80.33
POWER DRIVES, INC. ROCHESTER	PJS	150825	RRS820088	AIR HOSE 461	96.77
	PJS	150968	RRS821078	HYDRAULIC LINE/HOSE	225.71
	PJS	150968	RRS821514	HYDRAULIC LINE/HOSE	199.39
				VENDOR TOTAL	521.87
PULSE OCCUPATIONAL MEDICINE OF ROCHESTER	BWL	150772	1102	EMPLOYEE SCREENING	354.00
				VENDOR TOTAL	354.00

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
APRIL 2021**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
R.M. PUTNEY & ASSOCIATES, INC	JRH	150810	3247	COMMERCIAL ORGANICS PICKUP MARCH 2021	40.00
				VENDOR TOTAL	40.00
R.W. LINDSAY, INC.	PJS	150981	91620	AIR COMPRESSOR SERVICE	472.44
				VENDOR TOTAL	472.44
REGIONAL DISTRIBUTORS INC	PJS	150899	S1826551.001	DISINFECTING WIPES	524.69
				VENDOR TOTAL	524.69
REGIONAL INTERNATIONAL CORPORATION	PJS	150844	011168034P	FILTERS	324.20
				VENDOR TOTAL	324.20
ROCHESTER GAS & ELECTRIC	BWL	150886	0188930221000004	MONTHLY GAS LIGHTS	64.19
	PJS	150857	11309447891	295 FAIRPORT RD PUMP STATION	26.05
	PJS	150858	11409447281	WILLARD RD PARK ELECT AND CONSTELLATION	231.21
	PJS	150858	11809385752	BARKER RD PARK ELECT AND CONSTELLATION	222.86
				VENDOR TOTAL	544.31
ROSE	JRH	150904	2021/03ROSE	SENIORS FITNESS SESSIONS MARCH 2021 ROSE	225.00
				VENDOR TOTAL	225.00
S & S WORLDWIDE, INC	JRH	150809	IN100724577		20.53
	JRH	150809	IN100694317		17.37
	JRH	150811	IN100725489	BREAK CAMP PROGRAM SUPPLIES	333.58
				VENDOR TOTAL	371.48
SENENIG'S LANDSCAPE SUPPLY	PJS	150929	T02-137968	MUSHROOM COMPOST	340.00

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
APRIL 2021**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
SENENIG'S LANDSCAPE SUPPLY	PJS	150746	T02-137744	TOPSOIL COMMUNITY GARDEN	495.00
	PJS	150752	T02-137730	COMPOST FOR GARDEN	510.00
VENDOR TOTAL					1,345.00
SEYREK SEALERS LLC	PJS	150956	PITTSTOWNMARCH	DISPOSAL SERVICE	1,718.55
VENDOR TOTAL					1,718.55
SHEARER	JRH	150946	042021/SHEARER	INTRO TO PICKLEBALL INSTRUCTOR PAYMENT	84.00
VENDOR TOTAL					84.00
SIEWERT EQUIPMENT CO, INC	PJS	150816	ROCH08906	GASKETS FOR PUMP STATION	75.69
VENDOR TOTAL					75.69
SITEONE LANDSCAPE SUPPLY , LLC	PJS	150973	108005412-001	HYDROMULCH	233.94
VENDOR TOTAL					233.94
STAPLES	LMD	150903	8061797882	GENERAL OFFICE SUPPLIES	96.79
VENDOR TOTAL					96.79
STATE COMPROLLER	BWL	150785	2636690-2021-02-01	FEBRUARY COURT FEES	4,011.00
VENDOR TOTAL					4,011.00
STREET SKILLS, LLC	JRH	150942	042021/DELVECCHIO	5 HOUR COURSE INSTRUCTOR PAYMENT	315.00
VENDOR TOTAL					315.00

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
APRIL 2021**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
STRONG EAP	BWL	150854	TOP0421	EAP SERVICES APRIL	201.66
				VENDOR TOTAL	201.66
SYNERGY GLOBAL SOLUTIONS	JB	150725	107717	EXCHANGE ONLINE HEALTH CHECK	270.00
	JB	150726	107718	EXCHANGE ONLINE SERVER CYBER SECURITY AN	500.00
	JB	150707	107410	ARCSERVE VM AGENT RENEWALS	340.00
	JB	150708	107420	ARCSERVE RENEWALS	848.00
				VENDOR TOTAL	1,958.00
T. MINA SUPPLY EAST, INC.	PJS	150989	S1403494.001	SDR-35	2,049.60
	PJS	150969	S1404798.001	PIPE ATTACHMENT	44.50
				VENDOR TOTAL	2,094.10
TALLMADGE TIRE SERVICE	PJS	150753	1-168370	TIRES	1,076.00
				VENDOR TOTAL	1,076.00
THE IDEA WORKS OF NY, INC	BWL	150784	35806	HISTORIC PLAQUES FOR DRB	255.41
				VENDOR TOTAL	255.41
THRU-WAY AUTO SPRING	PJS	150993	153923	SALTER PARTS	292.00
	BWL	151007	153008	SERVICE BODY FOR # 502-1	6,230.00
				VENDOR TOTAL	6,522.00
TOSHIBA BUSINESS SOLUTIONS	PJS	150703	5479701	PSD MONTHLY COPIER MAINTENANCE	13.09
	PJS	150735	5479698	COPIER	55.48
	PJS	150927	5497821	PSD MONTHLY COPIER MAINTENANCE	16.02

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
APRIL 2021**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
				VENDOR TOTAL	84.59
ULINE INC.	PJS	150826	131288525	MEN AT WORK SIGNS	975.02
				VENDOR TOTAL	975.02
VAN BORTEL FORD	PJS	150699	FOCS26509	REPAIR 502	67.98
				VENDOR TOTAL	67.98
VICTOR POWER EQUIPMENT	PJS	150995	288894	WATER TANK FOR CUTOFF SAW	144.99
	PJS	150711	288055	PARTS FOR POLE SAW	22.54
	PJS	150728	288615	CLUTCH FOR POLE SAW	60.48
				VENDOR TOTAL	228.01
VIKING CIVES USA	PJS	150831	4505896	466 CHAIN ADJUSTER	557.11
				VENDOR TOTAL	557.11
VILLAGE OF PITTSFORD	BWL	150786	VILLAGE FEB	FEBRUARY COURT FEES	60.00
				VENDOR TOTAL	60.00
VITTOZZI	JRH	150944	042021/VITTOZZI	YOGA THERAPY INSTRUCTOR PAYMENT	140.00
				VENDOR TOTAL	140.00
VP SUPPLY CORP.	PJS	150987	4602306	LIGHTS FOR PARKING LOT	224.11
	PJS	150988	4603633	ELECTRICAL SUPPLIES	100.58
	PJS	150988	4602307	ELECTRICAL SUPPLIES	446.94
	BWL	151006	4616759	BULBS AND PHOTO CELLS	227.59
	PJS	150818	4602305	GFI RECEPTACLES	151.03

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
APRIL 2021**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
VP SUPPLY CORP.	PJS	150818	4145036	REFUND FOR IGNITOR KIT	-80.32
	PJS	150818	4304438	REFUND FOR ELECTRICAL	-7.65
VENDOR TOTAL					1,062.28
W. B. MASON CO., LLC	LMD	150902	219222224	GENERAL OFFICE SUPPLIES	49.70
	LMD	150849	218891156	GENERAL OFFICE SUPPLES	30.44
VENDOR TOTAL					80.14
W. W. GRAINGER, INC.	PJS	150713	9830661584	TOILETS	677.66
	PJS	150966	9854306702	MOTOR FOR AIR RETURN	250.29
	PJS	150783	9827467698	CIRCULAR SAW	229.00
	PJS	150947	9819260689	ANTIFREEZE	125.40
VENDOR TOTAL					1,282.35
WAGSTAFF	JRH	150941	042021/WAGSTAFF	INDOOR TENNIS INSTRUCTOR PAYMENT	924.00
VENDOR TOTAL					924.00
WARREN	JRH	150952	042021/WARREN	BABY BLADE ICE SKATE INSTRUCTOR PAYMENT	350.00
VENDOR TOTAL					350.00
WEGMANS FOOD MARKETS INC	JRH	150921	0061020210401	RECREATION WEGMANS MARCH 2021	347.86
	JRH	150931	3821420210401	SENIORS WEGMANS MARCH 2021	254.80
VENDOR TOTAL					602.66
WERNER	JRH	150934	042021/WERNER	PRIVATE PIANO INSTRUCTOR PAYMENT	415.80
VENDOR TOTAL					415.80

**ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
APRIL 2021**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
WEST GROUP	BWL	150758	843920566	WEST LAW FEBRUARY	281.40
				VENDOR TOTAL	281.40
WISSET	JRH	150943	042021/WISSET	TAP AND BALLETT INSTRUCTOR PAYMENT	478.44
				VENDOR TOTAL	478.44
WRIGHT	JRH	150808	0321	SENIORS HIGHLAND CHORUS MARCH 2021	300.00
				VENDOR TOTAL	300.00
				REPORT TOTAL	278,715.50

END OF REPORT

**PREPAID ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
APRIL 2021**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
CHASE CARD SERVICES	BWL	150695	HF121665	LOCINOX VINCI CODE GATE LOCK KIT	569.37
	VENDOR TOTAL				569.37
CONSTELLATION NEW ENERGY, INC.	PJS	150777	19596477901	ELECT - TOWN BUILDINGS	14.45
	PJS	150793	19759812901	6 DOWNING DR PUMP STATION	4.50
	PJS	150793	19748321401	529 MARSH RD PUMP STATION	48.15
VENDOR TOTAL				67.10	
EXCELLUS	BWL	150788	55086-0001:	DENTAL ADMIN FEES: GEN ADMIN	53.64
	BWL	150788	55086-0002:	DENTAL ADMIN FEES: GOV SERVICES	67.05
	BWL	150788	55086-0003:	DENTAL ADMIN FEES: BLDG MAINT	44.70
	BWL	150788	55086-0004:	DENTAL ADMIN FEES: DPW ADMIN	17.88
	BWL	150788	55086-0005:	DENTAL ADMIN FEES: IT	13.41
	BWL	150788	55086-0006:	DENTAL ADMIN FEES: RECREATION	44.70
	BWL	150788	55086-0007:	DENTAL ADMIN FEES: PARKS	58.11
	BWL	150788	55086-0008:	DENTAL ADMIN FEES: P & Z	53.64
	BWL	150788	55086-0009:	DENTAL ADMIN FEES: GIS	4.47
	BWL	150788	55086-0010:	DENTAL ADMIN FEES: LIBRARY	58.11
	BWL	150788	55086-0011:	DENTAL ADMIN FEES: HWY MECHANICS	13.41
	BWL	150788	55086-0012:	DENTAL ADMIN FEES: HWY	281.61
	BWL	150788	55086-0013:	DENTAL ADMIN FEES: PSD	75.99
	BWL	150788	55086-0014:	DENTAL ADMIN FEES: PFD	8.94
VENDOR TOTAL				795.66	
FIDELITY SECURITY LIFE COMPANY OF NY	BWL	150770	164743346	EYE MED VISION COVERAGE APRIL	374.67
VENDOR TOTAL				374.67	
FRONTIER COMMUNICATIONS	JB	150743	03/22/6431-052517-6	IT DEPT EMERGENCY PHONE SERVICE 3/22/21	35.00
	PJS	150779	585-248-2520-052517-6	PARKS	33.26
	PJS	150779	585-248-3897-052517-6	PSD	33.70
	PJS	150780	585-248-6205-052517-6	HWY FIRE SEC	33.26
	PJS	150780	585-586-4739-052517-6	SCC FIRE SEC	73.30
	PJS	150780	585-248-6202-052517-6	TOWN HALL FIRE SEC	280.05

**PREPAID ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
APRIL 2021**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
FRONTIER COMMUNICATIONS	PJS	150795	585-218-9325-061517-6	AUTUMN WOODS PUMP STATION PHONE LINES	34.90
	PJS	150795	585-100-1313-010717-6	PUMP STATION PHONE LINES	339.46
	BWL	150796	585-100-2618-050219-6	MONTHLY PHONE PYMT	1,183.02
	JRH	150801	2021331	RECREATION PHONE SERVICES 03/22/2021-04/	64.12
	PJS	150804	58524862470525176-MAR	DPW FAX	0.59
	PJS	150804	58524864350525176-MAR	HWY EMISSIONS	0.10
	BWL	150805	585-198-6080-060617-6	FIRE & SECURITY PHONE LINES	42.45
VENDOR TOTAL					2,153.21
MUTUAL OF OMAHA	BWL	150802	001186460573	LIFE & DISABILITY INSURANCE PREMIUM APRI	3,036.43
	VENDOR TOTAL				
MUTUAL OF OMAHA THE MAXON COMPANY	BWL	150794	GMNY6X007051-0001	NYS DBL PREMIUM 1ST QUARTER	1,845.68
	VENDOR TOTAL				
MVP HEALTH CARE	BWL	150789	14840427	MVP GOLD PREMIUM - APRIL	25,235.20
	BWL	150790	14848430	MVP CARVE-OUT PREMIUM FOR APRIL	6,800.52
	BWL	150791	14842928	MONTHLY HEALTH CARE BILL - APRIL	152,697.04
VENDOR TOTAL					184,732.76
ROCHESTER GAS & ELECTRIC	BWL	150771	17900205501	MONTHLY STREET LIGHTING PYMT	6,489.41
	PJS	150778	17900205576	ELECT & GAS - TOWN WIDE	11,890.04
	PJS	150797	11209455831	ELECT & GAS - TOWN WIDE	203.59
VENDOR TOTAL					18,583.04
TIME WARNER COMMUNICATION	JB	150714	138786301031821	BUSINESS CLASS DIGITAL ADAPTERS 3/17/21-	33.65
	JB	150741	129319401032321	FIBER INTERNET 50MBPS & 5 STATIC IPS - 3	499.00
VENDOR TOTAL					532.65

**PREPAID ACCOUNTS PAYABLE LISTING
FOR TOWN BOARD APPROVAL
APRIL 2021**

VENDOR NAME	APPV BY	VOUCHER NO	INV #	DESCRIPTION	AMOUNT
VERIZON WIRELESS	PJS	150803	9875188442	MONTHLY CELL PHONE CHARGES	456.86
				VENDOR TOTAL	456.86
				REPORT TOTAL	213,147.43

END OF REPORT

TOWN OF PITTSFORD

Revenue Control Report

Fiscal Year: 2021 Period From: 1 To: 12

		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund 0001	GENERAL FUND							
Item 1001	REAL PROPERTY TAXES	0.00	0.00	6,468,761.00	6,468,761.00	6,468,761.00	0.00	100.00
Item 1081	OTHER PYMT IN LIEU OF TAXES	0.00	0.00	12,286.00	12,286.00	10,543.93	1,742.07	85.82
Item 1090	INTEREST & PENALTY ON PROP TAX	0.00	0.00	135,000.00	135,000.00	0.00	135,000.00	0.00
Item 1170	FRANCHISES	0.00	0.00	415,000.00	415,000.00	0.00	415,000.00	0.00
Item 1232	TAX COLLECTOR FEES	0.00	0.00	2,800.00	2,800.00	0.00	2,800.00	0.00
Item 1255	CLERK FEES	77.50	(77.50)	3,500.00	3,500.00	255.00	3,245.00	7.29
Item 1550	DOG WARDEN FEES	0.00	0.00	900.00	900.00	0.00	900.00	0.00
Item 2001	CULTURE & RECREATION FEES	(3,387.50)	3,387.50	801,200.00	801,200.00	267,954.73	533,245.27	33.44
Item 2210	GENERAL SERVICES - OTHER GOV'T	0.00	0.00	41,958.00	41,958.00	0.00	41,958.00	0.00
Item 2228	GIS CHARGES, OTHER GOV'T	6,797.00	(6,797.00)	13,841.00	13,841.00	6,797.00	7,044.00	49.11
Item 2350	YOUTH SER/OTHER GOV'T.	0.00	0.00	6,500.00	6,500.00	0.00	6,500.00	0.00
Item 2351	PROGRAMS FOR AGING - OTHER GOV'T	0.00	0.00	36,800.00	36,800.00	0.00	36,800.00	0.00
Item 2401	INTEREST & EARNINGS	0.20	(0.20)	30,000.00	30,000.00	607.57	29,392.43	2.03
Item 2410	RENTAL OF LAND	5,720.42	(5,720.42)	127,695.00	127,695.00	38,636.68	89,058.32	30.26
Item 2411	FIELD USE FEES	0.00	0.00	7,200.00	7,200.00	0.00	7,200.00	0.00
Item 2450	COMMISSIONS	40.85	(40.85)	500.00	500.00	92.13	407.87	18.43
Item 2544	DOG LICENSES	1,897.00	(1,897.00)	17,000.00	17,000.00	4,713.00	12,287.00	27.72
Item 2560	STREET OPENING PERMITS	75.00	(75.00)	2,400.00	2,400.00	1,745.00	655.00	72.71
Item 2590	PERMITS	1,295.00	(1,295.00)	8,000.00	8,000.00	1,705.00	6,295.00	21.31
Item 2610	FINES & FORFEITED BAIL	0.00	0.00	55,000.00	55,000.00	3,061.50	51,938.50	5.57
Item 2701	REFUND OF PRIOR YEAR EXP.	0.00	0.00	0.00	0.00	948.70	(948.70)	100.00
Item 2705	GIFTS & DONATIONS	0.00	0.00	23,100.00	23,100.00	250.00	22,850.00	1.08
Item 2750	AIM - RELATED PAYMENTS	0.00	0.00	108,081.00	108,081.00	0.00	108,081.00	0.00
Item 2770	OTHER UNCLASSIFIED REVENUES	407.00	(407.00)	21,617.00	21,617.00	2,893.17	18,723.83	13.38
Item 2801	INTERFUND REVENUES	0.00	0.00	24,000.00	24,000.00	0.00	24,000.00	0.00
Item 3005	MORTGAGE TAX	0.00	0.00	975,000.00	975,000.00	0.00	975,000.00	0.00
Item 3089	OTHER STATE AID	0.00	0.00	0.00	0.00	7,196.48	(7,196.48)	100.00
Item 5031	INTERFUND TRANSFERS	0.00	0.00	450,000.00	587,062.00	587,062.00	0.00	100.00
Item 5999	APPROP FD BALANCE	0.00	0.00	1,556,436.00	1,556,436.00	0.00	1,556,436.00	0.00
Total Fund 0001	GENERAL FUND	12,922.47	(12,922.47)	11,344,575.00	11,481,637.00	7,403,222.89	4,078,414.11	64.48

TOWN OF PITTSFORD

Revenue Control Report

Fiscal Year: 2021 Period From: 1 To: 12

		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund 0002	PART TOWN FUND							
Item 1120	SALES TAX	0.00	0.00	941,807.00	941,807.00	0.00	941,807.00	0.00
Item 1560	SAFETY INSPECTION FEES	948.00	(948.00)	5,000.00	5,000.00	948.00	4,052.00	18.96
Item 1570	DEMOLITION PERMITS	80.00	(80.00)	750.00	750.00	320.00	430.00	42.67
Item 2110	ZONING FEES	60.00	(60.00)	2,500.00	2,500.00	336.00	2,164.00	13.44
Item 2115	PLANNING BOARD FEES	1,110.00	(1,110.00)	10,000.00	10,000.00	2,700.00	7,300.00	27.00
Item 2401	INTEREST & EARNINGS	0.39	(0.39)	5,000.00	5,000.00	60.74	4,939.26	1.21
Item 2545	LICENSES, OTHER	75.00	(75.00)	3,000.00	3,000.00	1,425.00	1,575.00	47.50
Item 2550	PERMITS - CERT. OF OCCUPANCY	591.03	(591.03)	3,000.00	3,000.00	751.03	2,248.97	25.03
Item 2555	BUILDING & ALTERATION PERMITS	12,905.20	(12,905.20)	90,500.00	90,500.00	20,315.20	70,184.80	22.45
Item 2590	PERMITS	700.00	(700.00)	3,000.00	3,000.00	760.00	2,240.00	25.33
Item 2591	FIRE ALARM PERMITS	40.00	(40.00)	1,200.00	1,200.00	60.00	1,140.00	5.00
Item 5031	INTERFUND TRANSFERS	0.00	0.00	0.00	76,004.00	76,004.00	0.00	100.00
Item 5999	APPROP FD BALANCE	0.00	0.00	321,048.00	321,048.00	0.00	321,048.00	0.00
Total Fund 0002	PART TOWN FUND	16,509.62	(16,509.62)	1,386,805.00	1,462,809.00	103,679.97	1,359,129.03	7.09

Date Prepared: 04/16/2021 09:45 AM

Report Date: 04/16/2021

Account Table: FUND 1-5

Alt. Sort Table:

TOWN OF PITTSFORD

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Fiscal Year: 2021 Period From: 1 To: 12

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Prepared By: BRIAN

		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund 0003	LIBRARY FUND							
Item 1001	REAL PROPERTY TAXES	0.00	0.00	1,394,379.00	1,394,379.00	1,394,379.00	0.00	100.00
Item 2081	COLLECTION FEES	60.95	(60.95)	900.00	900.00	583.24	316.76	64.80
Item 2082	LIBRARY FINES	335.55	(335.55)	50,000.00	50,000.00	5,260.30	44,739.70	10.52
Item 2083	PRINTING REVENUE	362.70	(362.70)	6,500.00	6,500.00	810.19	5,689.81	12.46
Item 2401	INTEREST & EARNINGS	0.00	0.00	9,000.00	9,000.00	65.12	8,934.88	0.72
Item 5031	INTERFUND TRANSFERS	0.00	0.00	0.00	21,000.00	21,000.00	0.00	100.00
Item 5999	APPROP FD BALANCE	0.00	0.00	120,000.00	120,000.00	0.00	120,000.00	0.00
Total Fund 0003	LIBRARY FUND	759.20	(759.20)	1,580,779.00	1,601,779.00	1,422,097.85	179,681.15	88.78

Date Prepared: 04/16/2021 09:45 AM

Report Date: 04/16/2021

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Revenue Control Report

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Prepared By: BRIAN

		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund 0004	HIGHWAY WHOLE TOWN FUND							
Item 1001	REAL PROPERTY TAXES	0.00	0.00	1,835,269.00	1,835,269.00	1,835,269.00	0.00	100.00
Item 2300	SERVICE - OTHER GOV'T.	0.00	0.00	507,805.00	507,805.00	362,299.80	145,505.20	71.35
Item 2401	INTEREST & EARNINGS	0.00	0.00	16,500.00	16,500.00	148.22	16,351.78	0.90
Item 2650	SALE OF SCRAP & EXCESS	0.00	0.00	1,500.00	1,500.00	5,413.80	(3,913.80)	360.92
Item 5031	INTERFUND TRANSFERS	0.00	0.00	0.00	306,838.00	306,838.00	0.00	100.00
Item 5999	APPROP FD BALANCE	0.00	0.00	425,000.00	425,000.00	0.00	425,000.00	0.00
Total Fund 0004	HIGHWAY WHOLE TOWN FUND	0.00	0.00	2,786,074.00	3,092,912.00	2,509,968.82	582,943.18	81.15

Date Prepared: 04/16/2021 09:45 AM

Report Date: 04/16/2021

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Revenue Control Report

Fiscal Year: 2021 Period From: 1 To: 12

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Prepared By: BRIAN

		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund 0005	HIGHWAY PART TOWN FUND							
Item 1001	REAL PROPERTY TAXES	0.00	0.00	514,477.00	514,477.00	514,477.00	0.00	100.00
Item 1120	SALES TAX	0.00	0.00	2,458,000.00	2,458,000.00	0.00	2,458,000.00	0.00
Item 2300	SERVICE - OTHER GOV'T.	0.00	0.00	4,000.00	4,000.00	0.00	4,000.00	0.00
Item 2401	INTEREST & EARNINGS	0.00	0.00	12,500.00	12,500.00	224.78	12,275.22	1.80
Item 3501	CHIPS PROGRAM	0.00	0.00	171,324.00	171,324.00	0.00	171,324.00	0.00
Item 5031	INTERFUND TRANSFERS	0.00	0.00	175,000.00	175,000.00	175,000.00	0.00	100.00
Item 5999	APPROP FD BALANCE	0.00	0.00	575,000.00	575,000.00	0.00	575,000.00	0.00
Total Fund 0005	HIGHWAY PART TOWN FUND	0.00	0.00	3,910,301.00	3,910,301.00	689,701.78	3,220,599.22	17.64
Grand Total		30,191.29	(30,191.29)	21,008,534.00	21,549,438.00	12,128,671.31	9,420,766.69	56.28

NOTE: One or more accounts may not be printed due to Account Table restrictions.

TOWN OF PITTSFORD

Expense Control Report

Fiscal Year: 2021 Period From: 1 To: 12

		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0001	GENERAL FUND								
Dept 1010	TOWN BOARD								
0001	PERSONAL SERVICES	7,853.84	102,100.00	102,100.00	31,415.36	70,684.64	0.00	70,684.64	30.77
0004	CONTRACTUAL & MISC. EXPENSE	0.00	6,050.00	6,050.00	500.00	5,550.00	0.00	5,550.00	8.26
Total Dept 1010	TOWN BOARD	7,853.84	108,150.00	108,150.00	31,915.36	76,234.64	0.00	76,234.64	29.51
Dept 1110	TOWN JUSTICES								
0001	PERSONAL SERVICES	20,204.45	254,229.00	254,229.00	63,505.91	190,723.09	0.00	190,723.09	24.98
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	17,904.90	142,523.00	142,523.00	45,848.46	96,674.54	0.00	96,674.54	32.17
Total Dept 1110	TOWN JUSTICES	38,109.35	397,252.00	397,252.00	109,354.37	287,897.63	0.00	287,897.63	27.53
Dept 1220	TOWN SUPERVISOR								
0001	PERSONAL SERVICES	14,369.60	188,122.00	188,122.00	55,719.77	132,402.23	0.00	132,402.23	29.62
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	79.86	3,880.00	3,880.00	1,823.90	2,056.10	4.28	2,051.82	47.01
Total Dept 1220	TOWN SUPERVISOR	14,449.46	192,502.00	192,502.00	57,543.67	134,958.33	4.28	134,954.05	29.89
Dept 1230	COMMUNITY SERVICE								
0001	PERSONAL SERVICES	7,352.38	95,950.00	95,950.00	26,103.37	69,846.63	0.00	69,846.63	27.21
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	0.00	26,338.00	36,338.00	3,694.53	32,643.47	6,409.19	26,234.28	10.17
Total Dept 1230	COMMUNITY SERVICE	7,352.38	122,788.00	132,788.00	29,797.90	102,990.10	6,409.19	96,580.91	22.44
Dept 1310	DIRECTOR OF FINANCE								
0001	PERSONAL SERVICES	6,206.82	100,186.00	100,186.00	22,036.31	78,149.69	0.00	78,149.69	22.00
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	0.00	2,836.00	3,006.00	466.67	2,539.33	0.00	2,539.33	15.52
Total Dept 1310	DIRECTOR OF FINANCE	6,206.82	103,522.00	103,692.00	22,502.98	81,189.02	0.00	81,189.02	21.70
Dept 1320	INDEPENDENT AUDIT								
0004	CONTRACTUAL & MISC. EXPENSE	15,000.00	33,325.00	33,325.00	16,250.00	17,075.00	0.00	17,075.00	48.76
Total Dept 1320	INDEPENDENT AUDIT	15,000.00	33,325.00	33,325.00	16,250.00	17,075.00	0.00	17,075.00	48.76
Dept 1330	TAX COLLECTION								
0001	PERSONAL SERVICES	3,430.40	44,846.00	44,846.00	12,179.45	32,666.55	0.00	32,666.55	27.16
0004	CONTRACTUAL & MISC. EXPENSE	3,895.70	8,350.00	8,350.00	4,035.22	4,314.78	0.00	4,314.78	48.33
Total Dept 1330	TAX COLLECTION	7,326.10	53,196.00	53,196.00	16,214.67	36,981.33	0.00	36,981.33	30.48

TOWN OF PITTSFORD

Expense Control Report

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		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0001	GENERAL FUND								
Dept 1355	ASSESSOR								
0001	PERSONAL SERVICES	11,246.02	192,784.00	192,784.00	40,101.92	152,682.08	0.00	152,682.08	20.80
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	112.45	8,539.00	8,689.00	480.58	8,208.42	0.00	8,208.42	5.53
Total Dept 1355	ASSESSOR	11,358.47	201,823.00	201,973.00	40,582.50	161,390.50	0.00	161,390.50	20.09
Dept 1375	CREDIT CARD FEES								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	30,000.00	30,000.00	2,988.43	27,011.57	0.00	27,011.57	9.96
Total Dept 1375	CREDIT CARD FEES	0.00	30,000.00	30,000.00	2,988.43	27,011.57	0.00	27,011.57	9.96
Dept 1410	TOWN CLERK								
0001	PERSONAL SERVICES	13,561.26	186,251.00	186,251.00	47,889.50	138,361.50	0.00	138,361.50	25.71
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	300.00	300.00	0.00	300.00	0.00	300.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	0.00	8,250.00	8,250.00	802.87	7,447.13	0.00	7,447.13	9.73
Total Dept 1410	TOWN CLERK	13,561.26	194,801.00	194,801.00	48,692.37	146,108.63	0.00	146,108.63	25.00
Dept 1420	ATTORNEY								
0001	PERSONAL SERVICES	3,465.08	45,046.00	45,046.00	13,860.32	31,185.68	0.00	31,185.68	30.77
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	250.00	250.00	0.00	250.00	0.00	250.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	780.00	17,150.00	19,552.00	2,415.54	17,136.46	2,282.00	14,854.46	12.35
Total Dept 1420	ATTORNEY	4,245.08	62,446.00	64,848.00	16,275.86	48,572.14	2,282.00	46,290.14	25.10
Dept 1430	PERSONNEL								
0001	PERSONAL SERVICES	7,995.58	104,043.00	104,043.00	29,349.60	74,693.40	0.00	74,693.40	28.21
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	600.00	600.00	0.00	600.00	0.00	600.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	5,503.44	120,392.00	120,392.00	18,116.12	102,275.88	0.00	102,275.88	15.05
Total Dept 1430	PERSONNEL	13,499.02	225,035.00	225,035.00	47,465.72	177,569.28	0.00	177,569.28	21.09
Dept 1440	ENGINEERING								
0004	CONTRACTUAL & MISC. EXPENSE	25.00	25,000.00	25,000.00	25.00	24,975.00	7,000.00	17,975.00	0.10
Total Dept 1440	ENGINEERING	25.00	25,000.00	25,000.00	25.00	24,975.00	7,000.00	17,975.00	0.10
Dept 1450	ELECTIONS								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	42,058.00	42,058.00	0.00	42,058.00	0.00	42,058.00	0.00
Total Dept 1450	ELECTIONS	0.00	42,058.00	42,058.00	0.00	42,058.00	0.00	42,058.00	0.00
Dept 1460	RECORDS MANAGEMENT								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	1,000.00	1,000.00	165.06	834.94	0.00	834.94	16.51

TOWN OF PITTSFORD

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		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0001	GENERAL FUND								
Dept 1460	RECORDS MANAGEMENT EXPENSE								
Total Dept 1460	RECORDS MANAGEMENT	0.00	1,000.00	1,000.00	165.06	834.94	0.00	834.94	16.51
Dept 1490	PUBLIC WORKS								
0001	PERSONAL SERVICES	16,444.53	223,850.00	223,850.00	57,717.38	166,132.62	0.00	166,132.62	25.78
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	2,150.00	2,150.00	0.00	2,150.00	0.00	2,150.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	0.00	19,360.00	20,210.00	881.74	19,328.26	1,225.00	18,103.26	4.36
Total Dept 1490	PUBLIC WORKS	16,444.53	245,360.00	246,210.00	58,599.12	187,610.88	1,225.00	186,385.88	23.80
Dept 1620	BUILDING								
0001	PERSONAL SERVICES	339.60	4,755.00	4,755.00	1,216.90	3,538.10	0.00	3,538.10	25.59
0004	CONTRACTUAL & MISC. EXPENSE	9,306.69	269,351.00	269,481.00	65,926.65	203,554.35	134.70	203,419.65	24.46
Total Dept 1620	BUILDING	9,646.29	274,106.00	274,236.00	67,143.55	207,092.45	134.70	206,957.75	24.48
Dept 1670	CENTRAL MAILING								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	71,700.00	71,700.00	10,521.56	61,178.44	0.00	61,178.44	14.67
Total Dept 1670	CENTRAL MAILING	0.00	71,700.00	71,700.00	10,521.56	61,178.44	0.00	61,178.44	14.67
Dept 1680	DATA PROCESSING								
0001	PERSONAL SERVICES	13,528.50	178,520.00	178,520.00	48,028.49	130,491.51	0.00	130,491.51	26.90
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	2,500.00	2,500.00	264.11	2,235.89	0.00	2,235.89	10.56
0004	CONTRACTUAL & MISC. EXPENSE	929.96	132,520.00	166,129.00	35,193.00	130,936.00	33,024.00	97,912.00	21.18
Total Dept 1680	DATA PROCESSING	14,458.46	313,540.00	347,149.00	83,485.60	263,663.40	33,024.00	230,639.40	24.05
Dept 1910	UNALLOCATED INSURANCE								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	195,000.00	195,000.00	0.00	195,000.00	0.00	195,000.00	0.00
Total Dept 1910	UNALLOCATED INSURANCE	0.00	195,000.00	195,000.00	0.00	195,000.00	0.00	195,000.00	0.00
Dept 1920	MUNICIPAL ASSOCIATION DUES								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	1,900.00	1,900.00	250.00	1,650.00	0.00	1,650.00	13.16
Total Dept 1920	MUNICIPAL ASSOCIATION DUES	0.00	1,900.00	1,900.00	250.00	1,650.00	0.00	1,650.00	13.16
Dept 1930	JUDGEMENTS/CLAIMS								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	4,000.00	4,000.00	682.94	3,317.06	0.00	3,317.06	17.07
Total Dept 1930	JUDGEMENTS/CLAIMS	0.00	4,000.00	4,000.00	682.94	3,317.06	0.00	3,317.06	17.07
Dept 1950	PROPERTY TAX								
0004	CONTRACTUAL & MISC.	0.00	8,000.00	8,000.00	6,256.71	1,743.29	0.00	1,743.29	78.21

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		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0001	GENERAL FUND								
Dept 1950	PROPERTY TAX EXPENSE								
Total Dept 1950	PROPERTY TAX	0.00	8,000.00	8,000.00	6,256.71	1,743.29	0.00	1,743.29	78.21
Dept 1989	UNCLASSIFIED								
0002	EQUIPMENT & CAPITAL OUTLAY	6,230.00	169,463.00	339,744.00	66,818.52	272,925.48	189,675.00	83,250.48	19.67
Total Dept 1989	UNCLASSIFIED	6,230.00	169,463.00	339,744.00	66,818.52	272,925.48	189,675.00	83,250.48	19.67
Dept 1990	CONTINGENCY								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	150,000.00	137,200.00	0.00	137,200.00	0.00	137,200.00	0.00
Total Dept 1990	CONTINGENCY	0.00	150,000.00	137,200.00	0.00	137,200.00	0.00	137,200.00	0.00
Dept 2620	CUSTODIAL								
0001	PERSONAL SERVICES	30,963.95	432,482.00	432,482.00	109,956.37	322,525.63	0.00	322,525.63	25.42
0002	EQUIPMENT & CAPITAL OUTLAY	979.71	4,200.00	4,250.00	3,147.85	1,102.15	86.01	1,016.14	74.07
0004	CONTRACTUAL & MISC. EXPENSE	3,939.16	163,474.00	165,505.84	34,827.55	130,678.29	16,419.22	114,259.07	21.04
Total Dept 2620	CUSTODIAL	35,882.82	600,156.00	602,237.84	147,931.77	454,306.07	16,505.23	437,800.84	24.56
Dept 3120	CROSSING GUARDS								
0001	PERSONAL SERVICES	12,396.20	162,389.00	162,389.00	42,840.61	119,548.39	0.00	119,548.39	26.38
0004	CONTRACTUAL & MISC. EXPENSE	0.00	1,450.00	1,450.00	0.00	1,450.00	0.00	1,450.00	0.00
Total Dept 3120	CROSSING GUARDS	12,396.20	163,839.00	163,839.00	42,840.61	120,998.39	0.00	120,998.39	26.15
Dept 3310	TRAFFIC								
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	7,000.00	7,000.00	0.00	7,000.00	7,000.00	0.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	975.02	8,000.00	9,650.00	3,308.05	6,341.95	850.00	5,491.95	34.28
Total Dept 3310	TRAFFIC	975.02	15,000.00	16,650.00	3,308.05	13,341.95	7,850.00	5,491.95	19.87
Dept 3510	CONTROL OF ANIMALS								
0001	PERSONAL SERVICES	4,593.44	62,017.00	62,017.00	16,216.25	45,800.75	0.00	45,800.75	26.15
0004	CONTRACTUAL & MISC. EXPENSE	0.00	9,414.00	9,414.00	108.59	9,305.41	38.84	9,266.57	1.15
Total Dept 3510	CONTROL OF ANIMALS	4,593.44	71,431.00	71,431.00	16,324.84	55,106.16	38.84	55,067.32	22.85
Dept 4210	YOUTH SERVICES								
0004	CONTRACTUAL & MISC. EXPENSE	5,083.00	61,000.00	61,000.00	20,332.00	40,668.00	0.00	40,668.00	33.33
Total Dept 4210	YOUTH SERVICES	5,083.00	61,000.00	61,000.00	20,332.00	40,668.00	0.00	40,668.00	33.33
Dept 4560	PHYSICIAN								
0004	CONTRACTUAL & MISC. EXPENSE	1,205.00	1,500.00	1,500.00	1,295.00	1,205.00	0.00	1,205.00	19.67

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Fund 0001	GENERAL FUND								
Dept 4560	PHYSICIAN								
Total Dept 4560	PHYSICIAN	50.00	1,500.00	1,500.00	295.00	1,205.00	0.00	1,205.00	19.67
Dept 5010	SUPERINTENDENT OF HIGHWAYS								
0001	PERSONAL SERVICES	4,626.04	56,785.00	56,785.00	16,402.87	40,382.13	0.00	40,382.13	28.89
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	46.21	453.79	0.00	453.79	9.24
0004	CONTRACTUAL & MISC. EXPENSE	0.00	1,000.00	1,000.00	166.76	833.24	200.00	633.24	16.68
Total Dept 5010	SUPERINTENDENT OF HIGHWAYS	4,626.04	58,285.00	58,285.00	16,615.84	41,669.16	200.00	41,469.16	28.51
Dept 5132	HIGHWAY GARAGE								
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	14,000.00	26,104.00	19,167.66	6,936.34	1,985.00	4,951.34	73.43
0004	CONTRACTUAL & MISC. EXPENSE	1,609.30	51,928.00	52,903.00	10,899.50	42,003.50	1,614.00	40,389.50	20.60
Total Dept 5132	HIGHWAY GARAGE	1,609.30	65,928.00	79,007.00	30,067.16	48,939.84	3,599.00	45,340.84	38.06
Dept 5182	STREET LIGHTING								
0004	CONTRACTUAL & MISC. EXPENSE	312.27	41,850.00	43,469.89	4,133.75	39,336.14	1,619.89	37,716.25	9.51
Total Dept 5182	STREET LIGHTING	312.27	41,850.00	43,469.89	4,133.75	39,336.14	1,619.89	37,716.25	9.51
Dept 6410	PUBLICITY								
0001	PERSONAL SERVICES	5,455.86	71,450.00	71,450.00	19,370.35	52,079.65	0.00	52,079.65	27.11
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	500.00	500.00	0.00	500.00	0.00	500.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	0.00	44,704.00	49,704.00	8,495.72	41,208.28	0.00	41,208.28	17.09
Total Dept 6410	PUBLICITY	5,455.86	116,654.00	121,654.00	27,866.07	93,787.93	0.00	93,787.93	22.91
Dept 6510	VETERANS SERVICE								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	300.00	300.00	0.00	300.00	0.00	300.00	0.00
Total Dept 6510	VETERANS SERVICE	0.00	300.00	300.00	0.00	300.00	0.00	300.00	0.00
Dept 6772	PROGRAMS FOR AGING								
0001	PERSONAL SERVICES	5,669.59	173,032.00	173,032.00	19,560.60	153,471.40	0.00	153,471.40	11.30
0004	CONTRACTUAL & MISC. EXPENSE	3,176.85	93,790.00	93,790.00	7,389.03	86,400.97	0.00	86,400.97	7.88
Total Dept 6772	PROGRAMS FOR AGING	8,846.44	266,822.00	266,822.00	26,949.63	239,872.37	0.00	239,872.37	10.10
Dept 7020	RECREATION ADMINISTRATION								
0001	PERSONAL SERVICES	33,914.73	743,741.00	743,741.00	121,669.28	622,071.72	0.00	622,071.72	16.36
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	5,000.00	5,000.00	0.00	5,000.00	0.00	5,000.00	0.00
0004	CONTRACTUAL & MISC. EXPENSE	17,324.60	371,090.00	372,588.00	162,473.35	310,114.65	1,300.00	308,814.65	16.77

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Fund 0001	GENERAL FUND								
Dept 9710	SERIAL BONDS								
Dept 9710	SERIAL BONDS	0.00	101,647.00	101,647.00	0.00	101,647.00	0.00	101,647.00	0.00
Dept 9901	INTERFUND TRANSFERS								
0009	INTERFUND TRANSFERS	455,944.00	2,065,219.00	2,065,219.00	455,944.00	1,609,275.00	0.00	1,609,275.00	22.08
Total Dept 9901	INTERFUND TRANSFERS	455,944.00	2,065,219.00	2,065,219.00	455,944.00	1,609,275.00	0.00	1,609,275.00	22.08
Dept 9950	TRANSFER TO CAPITAL PROJECTS								
0009	INTERFUND TRANSFERS	0.00	200,000.00	200,000.00	30,000.00	170,000.00	0.00	170,000.00	15.00
Total Dept 9950	TRANSFER TO CAPITAL PROJECTS	0.00	200,000.00	200,000.00	30,000.00	170,000.00	0.00	170,000.00	15.00
Total Fund 0001	GENERAL FUND	844,566.88	11,344,575.00	11,665,663.83	2,361,347.44	9,304,316.39	418,735.81	8,885,580.58	20.24

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Fund 0002	PART TOWN FUND								
Dept 9040	WORKERS COMPENSATION								
0008	EMPLOYEE BENEFITS	0.00	21,300.00	21,300.00	16,289.84	5,010.16	0.00	5,010.16	76.48
Total Dept 9040	WORKERS COMPENSATION	0.00	21,300.00	21,300.00	16,289.84	5,010.16	0.00	5,010.16	76.48
Dept 9045	LIFE INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	350.00	350.00	63.66	286.34	0.00	286.34	18.19
Total Dept 9045	LIFE INSURANCE	0.00	350.00	350.00	63.66	286.34	0.00	286.34	18.19
Dept 9050	UNEMPLOYMENT INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Total Dept 9050	UNEMPLOYMENT INSURANCE	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Dept 9055	DISABILITY INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	1,234.00	1,234.00	268.70	965.30	0.00	965.30	21.77
Total Dept 9055	DISABILITY INSURANCE	0.00	1,234.00	1,234.00	268.70	965.30	0.00	965.30	21.77
Dept 9060	HOSPITALIZATION								
0008	EMPLOYEE BENEFITS	914.50	162,198.00	162,198.00	49,232.41	112,965.59	0.00	112,965.59	30.35
Total Dept 9060	HOSPITALIZATION	914.50	162,198.00	162,198.00	49,232.41	112,965.59	0.00	112,965.59	30.35
Dept 9089	MISC. EMPLOYEE BENEFITS								
0008	EMPLOYEE BENEFITS	0.00	100.00	100.00	0.00	100.00	0.00	100.00	0.00
Total Dept 9089	MISC. EMPLOYEE BENEFITS	0.00	100.00	100.00	0.00	100.00	0.00	100.00	0.00
Total Fund 0002	PART TOWN FUND	55,362.75	1,386,805.00	1,470,716.00	237,569.97	1,233,146.03	174,910.59	1,058,235.44	16.15

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Fund 0003	LIBRARY FUND								
Dept 4560	PHYSICIAN								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	600.00	600.00	153.00	447.00	0.00	447.00	25.50
Total Dept 4560	PHYSICIAN	0.00	600.00	600.00	153.00	447.00	0.00	447.00	25.50
Dept 7410	LIBRARY								
0001	PERSONAL SERVICES	58,458.80	942,429.00	942,429.00	199,491.96	742,937.04	0.00	742,937.04	21.17
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	2,910.00	29,944.80	6,034.53	23,910.27	0.00	23,910.27	20.15
0004	CONTRACTUAL & MISC. EXPENSE	9,359.81	240,222.00	245,662.39	28,003.93	217,658.46	61,052.27	156,606.19	11.40
Total Dept 7410	LIBRARY	67,818.61	1,185,561.00	1,218,036.19	233,530.42	984,505.77	61,052.27	923,453.50	19.17
Dept 9010	STATE RETIREMENT								
0008	EMPLOYEE BENEFITS	0.00	119,479.00	119,479.00	0.00	119,479.00	0.00	119,479.00	0.00
Total Dept 9010	STATE RETIREMENT	0.00	119,479.00	119,479.00	0.00	119,479.00	0.00	119,479.00	0.00
Dept 9030	SOCIAL SECURITY								
0008	EMPLOYEE BENEFITS	4,372.72	72,461.00	72,461.00	14,746.98	57,714.02	0.00	57,714.02	20.35
Total Dept 9030	SOCIAL SECURITY	4,372.72	72,461.00	72,461.00	14,746.98	57,714.02	0.00	57,714.02	20.35
Dept 9040	WORKERS COMPENSATION								
0008	EMPLOYEE BENEFITS	0.00	9,725.00	9,725.00	6,892.12	2,832.88	0.00	2,832.88	70.87
Total Dept 9040	WORKERS COMPENSATION	0.00	9,725.00	9,725.00	6,892.12	2,832.88	0.00	2,832.88	70.87
Dept 9045	LIFE INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	350.00	350.00	75.14	274.86	0.00	274.86	21.47
Total Dept 9045	LIFE INSURANCE	0.00	350.00	350.00	75.14	274.86	0.00	274.86	21.47
Dept 9050	UNEMPLOYMENT INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	1,500.00	7,275.00	0.00	7,275.00	5,775.00	1,500.00	0.00
Total Dept 9050	UNEMPLOYMENT INSURANCE	0.00	1,500.00	7,275.00	0.00	7,275.00	5,775.00	1,500.00	0.00
Dept 9055	DISABILITY INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	1,500.00	1,500.00	260.73	1,239.27	0.00	1,239.27	17.38
Total Dept 9055	DISABILITY INSURANCE	0.00	1,500.00	1,500.00	260.73	1,239.27	0.00	1,239.27	17.38
Dept 9060	HOSPITALIZATION								
0008	EMPLOYEE BENEFITS	1,043.03	189,303.00	189,303.00	55,175.63	134,127.37	0.00	134,127.37	29.15
Total Dept 9060	HOSPITALIZATION	1,043.03	189,303.00	189,303.00	55,175.63	134,127.37	0.00	134,127.37	29.15
Dept 9089	MISC. EMPLOYEE BENEFITS								
0008	EMPLOYEE BENEFITS	14.00	300.00	300.00	42.00	258.00	0.00	258.00	14.00
Total Dept 9089	MISC. EMPLOYEE BENEFITS	14.00	300.00	300.00	42.00	258.00	0.00	258.00	14.00
Total Fund 0003	LIBRARY FUND	73,248.36	1,580,779.00	1,619,029.19	310,876.02	1,308,153.17	66,827.27	1,241,325.90	19.20

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Fund 0004	HIGHWAY WHOLE TOWN FUND								
Dept 1989	UNCLASSIFIED								
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	320,729.00	842,194.00	0.00	842,194.00	842,194.00	0.00	0.00
Total Dept 1989	UNCLASSIFIED	0.00	320,729.00	842,194.00	0.00	842,194.00	842,194.00	0.00	0.00
Dept 4560	PHYSICIAN								
0004	CONTRACTUAL & MISC. EXPENSE	75.00	2,000.00	2,000.00	75.00	1,925.00	0.00	1,925.00	3.75
Total Dept 4560	PHYSICIAN	75.00	2,000.00	2,000.00	75.00	1,925.00	0.00	1,925.00	3.75
Dept 5130	MACHINERY								
0001	PERSONAL SERVICES	8,265.94	104,563.00	104,563.00	28,914.39	75,648.61	0.00	75,648.61	27.65
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	24,800.00	24,800.00	1,058.48	23,741.52	9,083.00	14,658.52	4.27
0004	CONTRACTUAL & MISC. EXPENSE	42,816.45	169,400.00	176,234.00	83,921.31	92,312.69	16,404.01	75,908.68	47.62
Total Dept 5130	MACHINERY	51,082.39	298,763.00	305,597.00	113,894.18	191,702.82	25,487.01	166,215.81	37.27
Dept 5140	BRUSH & WEEDS								
0001	PERSONAL SERVICES	0.00	20,400.00	20,400.00	0.00	20,400.00	0.00	20,400.00	0.00
Total Dept 5140	BRUSH & WEEDS	0.00	20,400.00	20,400.00	0.00	20,400.00	0.00	20,400.00	0.00
Dept 5142	SNOW REMOVAL								
0001	PERSONAL SERVICES	137,713.09	901,616.00	901,616.00	510,404.50	391,211.50	0.00	391,211.50	56.61
0004	CONTRACTUAL & MISC. EXPENSE	6,927.77	491,330.00	501,140.58	335,581.28	165,559.30	3,259.56	162,299.74	66.96
Total Dept 5142	SNOW REMOVAL	144,640.86	1,392,946.00	1,402,756.58	845,985.78	556,770.80	3,259.56	553,511.24	60.31
Dept 9010	STATE RETIREMENT								
0008	EMPLOYEE BENEFITS	0.00	162,122.00	162,122.00	0.00	162,122.00	0.00	162,122.00	0.00
Total Dept 9010	STATE RETIREMENT	0.00	162,122.00	162,122.00	0.00	162,122.00	0.00	162,122.00	0.00
Dept 9030	SOCIAL SECURITY								
0008	EMPLOYEE BENEFITS	10,826.31	78,839.00	78,839.00	40,313.97	38,525.03	0.00	38,525.03	51.13
Total Dept 9030	SOCIAL SECURITY	10,826.31	78,839.00	78,839.00	40,313.97	38,525.03	0.00	38,525.03	51.13
Dept 9040	WORKERS COMPENSATION								
0008	EMPLOYEE BENEFITS	0.00	78,230.00	78,230.00	53,109.52	25,120.48	0.00	25,120.48	67.89
Total Dept 9040	WORKERS COMPENSATION	0.00	78,230.00	78,230.00	53,109.52	25,120.48	0.00	25,120.48	67.89
Dept 9045	LIFE INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	895.00	895.00	153.55	741.45	0.00	741.45	17.16
Total Dept 9045	LIFE INSURANCE	0.00	895.00	895.00	153.55	741.45	0.00	741.45	17.16
Dept 9050	UNEMPLOYMENT INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00

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Fund 0004	HIGHWAY WHOLE TOWN FUND								
Dept 9050	UNEMPLOYMENT INSURANCE								
Total Dept 9050	UNEMPLOYMENT INSURANCE	0.00	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
Dept 9055	DISABILITY INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	2,545.00	2,545.00	522.91	2,022.09	0.00	2,022.09	20.55
Total Dept 9055	DISABILITY INSURANCE	0.00	2,545.00	2,545.00	522.91	2,022.09	0.00	2,022.09	20.55
Dept 9060	HOSPITALIZATION								
0008	EMPLOYEE BENEFITS	1,257.87	425,380.00	425,380.00	135,012.99	290,367.01	0.00	290,367.01	31.74
Total Dept 9060	HOSPITALIZATION	1,257.87	425,380.00	425,380.00	135,012.99	290,367.01	0.00	290,367.01	31.74
Dept 9089	MISC. EMPLOYEE BENEFITS								
0008	EMPLOYEE BENEFITS	14.00	225.00	225.00	42.00	183.00	0.00	183.00	18.67
Total Dept 9089	MISC. EMPLOYEE BENEFITS	14.00	225.00	225.00	42.00	183.00	0.00	183.00	18.67
Total Fund 0004	HIGHWAY WHOLE TOWN FUND	207,896.43	2,786,074.00	3,324,183.58	1,189,109.90	2,135,073.68	870,940.57	1,264,133.11	35.77

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Fund 0005	HIGHWAY PART TOWN FUND								
Dept 4560	PHYSICIAN								
0004	CONTRACTUAL & MISC. EXPENSE	0.00	2,600.00	2,600.00	358.00	2,242.00	0.00	2,242.00	13.77
Total Dept 4560	PHYSICIAN	0.00	2,600.00	2,600.00	358.00	2,242.00	0.00	2,242.00	13.77
Dept 5110	GENERAL REPAIRS								
0001	PERSONAL SERVICES	6,610.77	1,560,717.00	1,560,717.00	27,083.40	1,533,633.60	0.00	1,533,633.60	1.74
0004	CONTRACTUAL & MISC. EXPENSE	5,196.14	1,148,098.00	1,166,486.30	35,500.12	1,130,986.18	38,931.70	1,092,054.48	3.04
Total Dept 5110	GENERAL REPAIRS	11,806.91	2,708,815.00	2,727,203.30	62,583.52	2,664,619.78	38,931.70	2,625,688.08	2.29
Dept 5112	IMPROVEMENTS								
0002	EQUIPMENT & CAPITAL OUTLAY	0.00	196,324.00	196,324.00	0.00	196,324.00	0.00	196,324.00	0.00
Total Dept 5112	IMPROVEMENTS	0.00	196,324.00	196,324.00	0.00	196,324.00	0.00	196,324.00	0.00
Dept 9010	STATE RETIREMENT								
0008	EMPLOYEE BENEFITS	0.00	206,666.00	206,666.00	0.00	206,666.00	0.00	206,666.00	0.00
Total Dept 9010	STATE RETIREMENT	0.00	206,666.00	206,666.00	0.00	206,666.00	0.00	206,666.00	0.00
Dept 9030	SOCIAL SECURITY								
0008	EMPLOYEE BENEFITS	497.19	119,792.00	119,792.00	2,061.15	117,730.85	0.00	117,730.85	1.72
Total Dept 9030	SOCIAL SECURITY	497.19	119,792.00	119,792.00	2,061.15	117,730.85	0.00	117,730.85	1.72
Dept 9040	WORKERS COMPENSATION								
0008	EMPLOYEE BENEFITS	0.00	184,901.00	184,901.00	131,231.25	53,669.75	0.00	53,669.75	70.97
Total Dept 9040	WORKERS COMPENSATION	0.00	184,901.00	184,901.00	131,231.25	53,669.75	0.00	53,669.75	70.97
Dept 9045	LIFE INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	800.00	800.00	144.88	655.12	0.00	655.12	18.11
Total Dept 9045	LIFE INSURANCE	0.00	800.00	800.00	144.88	655.12	0.00	655.12	18.11
Dept 9050	UNEMPLOYMENT								
0008	INSURANCE EMPLOYEE BENEFITS	0.00	3,000.00	5,200.00	0.00	5,200.00	2,200.00	3,000.00	0.00
Total Dept 9050	UNEMPLOYMENT	0.00	3,000.00	5,200.00	0.00	5,200.00	2,200.00	3,000.00	0.00
Dept 9055	DISABILITY INSURANCE								
0008	EMPLOYEE BENEFITS	0.00	2,400.00	2,400.00	495.66	1,904.34	0.00	1,904.34	20.65
Total Dept 9055	DISABILITY INSURANCE	0.00	2,400.00	2,400.00	495.66	1,904.34	0.00	1,904.34	20.65
Dept 9060	HOSPITALIZATION								
0008	EMPLOYEE BENEFITS	(530.04)	484,678.00	484,678.00	143,410.68	341,267.32	0.00	341,267.32	29.59
Total Dept 9060	HOSPITALIZATION	(530.04)	484,678.00	484,678.00	143,410.68	341,267.32	0.00	341,267.32	29.59
Dept 9089	MISC. EMPLOYEE BENEFITS								
0008	EMPLOYEE BENEFITS	14.00	283.00	325.00	42.00	283.00	0.00	283.00	12.92

TOWN OF PITTSFORD

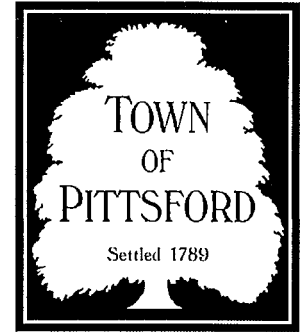
Expense Control Report

Fiscal Year: 2021 Period From: 1 To: 12

		Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 0005	HIGHWAY PART TOWN FUND								
Dept 9089	MISC. EMPLOYEE BENEFITS								
Total Dept 9089	MISC. EMPLOYEE BENEFITS	14.00	325.00	325.00	42.00	283.00	0.00	283.00	12.92
Total Fund 0005	HIGHWAY PART TOWN FUND	11,788.06	3,910,301.00	3,930,889.30	340,327.14	3,590,562.16	41,131.70	3,549,430.46	8.66
Grand Total		1,192,862.48	21,008,534.00	22,010,481.90	4,439,230.47	17,571,251.43	1,572,545.94	15,998,705.49	20.17

NOTE: One or more accounts may not be printed due to Account Table restrictions.

MEMORANDUM



To: William A. Smith and Pittsford Town Board

CC:

From: Jessie R. Hollenbeck, Recreation Director

Date: April 15, 2021

Regarding: Community Events Schedule

The Recreation Department is excited to offer another great year of events for the Pittsford Community! The schedule below outlines our community events schedule for 2021.

Memorial Day Ceremony	Monday, May 31 at 10:00AM	Carpenter Park - Memorial
Meet the Machines	Saturday, June 5 at 10:00AM	Community Center
Concert #1	Friday, June 25 at 6:30PM	Port of Pittsford Park
*Farmers Market	July- August	Community Center
Concert #2	Friday, July 9 at 6:30PM	Port of Pittsford Park
Family Outdoor Movie #1 Food Truck in the Park	Friday, July 16 at Dark 5:00PM	Thornell Farm Park
Concerts for Kids #1	Wednesday, July 21 at 6:30PM	Community Center
Concert #3	Friday, July 23 at 6:30PM	Port of Pittsford Park
Family Outdoor Movie #2 Food Truck in the Park	Friday, July 30 at Dark 5:00PM	Thornell Farm Park
Concert #4	Friday, August 6 at 6:30PM	Port of Pittsford Park
Family Outdoor Movie #3 Food Truck in the Park	Friday, August 13 at Dark 5:00PM	Thornell Farm Park
Concerts for Kids #2	Wednesday, August 18 at 6:30PM	Community Center
Concert #5	Friday, August 20 at 6:30PM	Port of Pittsford Park
Family Outdoor Movie #4 Food Truck in the Park	Friday, August 27 at Dark 5:00PM	Thornell Farm Park
Fall Festival/ Fireworks	TBD	
Family Halloween Fest	TBD	
Veteran's Day Ceremony	November 11 at 11:00AM	Carpenter Park - Memorial

MEMORANDUM

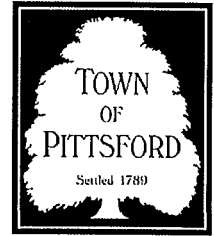
To: William A. Smith and Town Board

From: Jessie Hollenbeck, Recreation Director

Date: April 12, 2021

Regarding: Summer 2021 Recreation Programs

For Meeting On: April 20, 2021



The attached list of programs constitutes the list of summer 2021 recreation programs we anticipate offering.

In the event the Town Board determines that the proposed action should be taken, the following oral resolution language is suggested:

I move that the Town Board approve the Recreation Department's 2021 summer programs and authorize the Town Supervisor to sign instructor contracts as required.

Town of Pittsford – Recreation Department New Proposed Programs for Summer 2021

At Home Clay Making Kit!

Marybeth Fitzsimmons

Create with real clay to make a box, a bowl, or a sculpture! Use techniques such as coiling, pinching, and slab to make your own masterpiece. Experiment with texture using items found in or around your home! You will be able to add a lid, handle, or even feet to your own creation! The kit includes four (4) pounds of clay, tools, and cardboard. Instructions for how to have your piece fired in the kiln will be enclosed.

Drama Therapy

Terika Harrell

Children experience challenges with social skills, cooperating with others, as well as expressing themselves verbally. Drama therapy incorporates the use of theater to allow for non-verbal expression, which is useful for children of all ages and abilities. Children are natural storytellers and they love to play and re-enact their favorite characters or superheroes. This program allows participants to do just that while learning skills that they can bring into any area of life!

Youth Beginner Fencing Camp

Rochester Fencing Club

Does your child like to pretend to play with lightsabers or swords? Then come try the Olympic sport of fencing where they can experience the thrill of sword play in a safe environment! Children will get a great physical and mental workout while mastering the basic footwork and tactics through fun games and exercises. All fencing equipment will be provided. Sneakers required.

Boys Youth Basketball

Glenn Anderson

This program will teach boys fundamental basketball skills led by current President of the Pennsylvania Basketball Coaches Association, Gold Certified USA Basketball Coach and Assistant Coach at Pittsford Mendon High School – Glenn Anderson. Participants will focus on ball handling, form shooting, offensive skill development, agility, and footwork. No prior experience is required.

Outdoor Volleyball

Michael Carney

This program is geared for players of all ages and experience level. A great aspect of volleyball is that it's a great team sport: some can serve well, some can block well, some can "dig" well, and some can spike well. And, you need all of those pieces to make a great team. So, what can you contribute? Come on out and contribute to your team's success! The first part of each class will include instruction in the basic skills of serving, passing, setting, attacking and blocking; the rules of the game will also be presented. Then, it's time to play ball!

Sports for Teens

Michael Carney

Do you have a middle/high school aged boy or girl that enjoys playing some team sports this summer? Sports for Teens is designed for the busy and active teenager with free mornings to

both burn off some energy and socialize in the realm of various games/sports including ultimate (Frisbee), flag football, soccer, wiffle ball, etc. Prior knowledge or experience is not necessary. Each day includes a general introduction and rules-overview of the scheduled games.

Fairchild Walking Tours

Jack Butler

Mendon Ponds Park is one of the country's most unique parks and we are lucky that it is right in our backyard! Herman LeRoy Fairchild, Professor Emeritus in the Geology Department at the University of Rochester, first advocated in 1926 for the "Mendon Kames" area to be developed into a state or county park. Two years later, Monroe County began the first of what would become many land purchases to ultimately create the glacial topographic wonder that is known today as Mendon Ponds Park. The Fairchild Walking Tours will cover the history of the park and its development, its glacial formation and geological features such as kettle lakes, kames and eskers, and also identification of flora and fauna within the park. Join us to explore this geological wonder right here in the Rochester area!

Zumba!

Carlos Chediak

Zumba is a fusion of Latin and international music and dance that creates a dynamic, exciting, effective cardio workout. This fun, 60-minute workout includes easy routines and features interval aerobic training with a combination of fast and slow rhythms that tone and sculpt the body as you dance.

Zumba

Melanie Jones

Zumba® is the class with the motto of "Ditch the workout. Join the Party." In Zumba®, world rhythms are brought together to build fun and community in easy to follow moves. The aerobic benefits and energy you will feel is one of the many aspects worth celebrating. Class is also a safe space to modify moves at will and unwrap the gift of your own flair. No dance background? No problem! Two left feet? You will never be left out.

Town of Pittsford – Recreation Department

Proposed Programs for Summer 2021

Program	Instructor
<u>Preschool</u>	
Summer Fun Juniors Camp	Recreation Staff
Adventure & Art	Mary Slaughter
Wiggles, Giggles, and Jiggles	Lisa Magliato
Lil Athletes	Lisa Magliato
Summer Gymnastics	Mary Slaughter
Soccer Shots for Youth	Soccer Shots Staff
Baby Blades Ice Skating	Pamela Warren
Teeny Tiny Tap and Ballet	Jordan Wisset
Tiny Tap and Ballet	Jordan Wisset
Irish Dance with Dunleavy	Amy Coppola
<u>Youth & Teen</u>	
Summer Fun Camp	Recreation Staff
Adventure Camp	Recreation Staff
The After School Program	Recreation Staff
Healthful Mealtime Manners	Etiquette Chics
Mealtime Manners Reinvented!	Etiquette Chics
How Cool is That? Jr. Engineering for Kids	Tutor Doctor
Forensic Science & CSI for Kids	Tutor Doctor
Geocaching 101	Recreation Staff
Kids Kayak Level 1	Paul Twist
Intro to Standup Paddle Boarding	Paul Twist
Intro to Whitewater Kayaking	Paul Twist
Intro to Flatwater Kayaking	Paul Twist
At Home Clay Making Kit!	Marybeth Fitzsimmons

Make Your Own Cartoons!	Matt Smeltzer
Cupcake Creations	Anette Messer
Doll Adventures	Sherry Murray
Adventure & Art	Mary Slaughter
Summer Theater Camps	Edward Rocha
Private Piano Lessons	Beth Werner
Write Your College Application Essay	Sarah Nazarian
Drama Therapy	Terika Harrell
American Red Cross – Babysitter's Training	Domenic Danesi
Safety First for Children	Domenic Danesi
First Aid for Kids	EPIC Trainings
TEEN Journey	Joanne Cercone
Pittsford Ballet School	Karen Hanson
Dance Camp	Katie Elizabeth
Irish Dance with Dunleavy	Amy Coppola
FIT Kids: Fencers in Training	Rochester Fencing Club Staff
Youth Beginner Fencing Camp	Rochester Fencing Club Staff
Junior Tennis Camp	Jeff Wagstaff
Junior Tennis Lessons	Jason Speirs
Girls Youth Basketball	Maddy Brown
Boys Youth Basketball	Glenn Anderson
Irish Hurling Skills	Progressive Early Learning
Running Club	Mary Slaughter
Summer Gymnastics	Mary Slaughter
Soccer Shots for Youth	Soccer Shots Staff
Martial Arts for Youth	James Creighton
A Horse's Friend: Horsemanship	A Horse's Friend
Horseback Camp for Kidz	Park Place Farms
Youth Soccer Summer	Recreation Staff
Edge11 Elementary Soccer Academy	Edge11 Soccer Staff
Sports Camp for Kids	Ian Marshall
Junior Golf	Erik Yaekel

Super Junior-Beginner
FJ1 NFL Flag Football League
Outdoor Volleyball
Ultimate (Frisbee)
Sports for Teens

Erik Yaekel
Felix Joyner
Michael Carney
Michael Carney
Michael Carney

Adult Programs

Guided Hikes on Pittsford Trails
Fairchild Walking Tours
Watercolor Workshops
Making Soap the Easy Way
Basic Cold Process Soap
Bath Salts
Bath Fizzies
Pamper Those Tootsies!
Summertime, Summertime! Cards & Fun!
At Home Clay Making Kit!
Pittsford Ballet School
Belly Dance
Ballroom Dance
Private Piano Lessons
Pre-Licensing 5 Hour Course
Defensive Driving
Becoming a Notary Public
Dress for YOU
Learn Spanish: Enhance Your Brain
College 101: Planning & Paying
SAT Prep Course
Martial Arts for Adults
Martial Arts for Women
Zumba!
Pilates
Yoga

Recreation Staff
Jack Butler
Kathy Armstrong
Beth Byrne
Beth Byrne
Beth Byrne
Beth Byrne
Beth Byrne
Pat Miller
Marybeth Fitzsimmons
Karen Hanson
Deborah Robinson
Andrea Brodine
Beth Werner
Jon DeVecchio
Cindy St. George
Kristin Cavallaro
Joanne Cercone
Lourdes de la Colina-Scofield
Paul Celuch
Tine Andre & Cody Schweickert
James Creighton
Tracy Maggio & Barb Malley
Carlos Chediak
Eva Pazral
Eva Pazral

Pilates/Yoga Combo (Yogalates)

Yoga Therapy

Zumba

Couples Massage Workshop

Adult Short Game Clinic

Men's Senior Golf Camp

Ladies' Senior Golf Camp

Adult Ice Skating: Learn to Skate

Women's Soccer League

Eva Pazral

Kaitlyn Vittozzi

Melanie Jones

Kristen Wondrack

Erik Yaekel

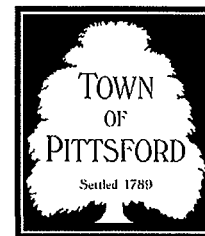
Erik Yaekel

Erik Yaekel

Pamela Warren

Recreation Staff

MEMORANDUM



To: William A. Smith and Town Board

From: Jessie R. Hollenbeck, Recreation Director

Date: April 15, 2021

Regarding: 2021 Community Events - Band Contracts

For Meeting On: April 20, 2021

Ladies and Gentlemen:

The Town of Pittsford contracts musical entertainment for our summer concert series. Attached is a sample contract.

Please see schedule below:

Summer Concert Series

Fridays, 6:30pm-8:00pm

Date	Band Name	Cost
06/25/21	Smugtown Stompers	\$800
07/09/21	Teagan and Lou	\$500
07/23/21	Alfred St. John's Trinidad & Tobago Steelband	\$800
08/06/21	Mr. Mustard	\$800
08/20/21	Pittsford Fire Department Band	\$500

Summer Concerts for Kids

Wednesdays, 6:30pm-7:30pm

Date	Band Name	Cost
07/21/21	John Dady	\$600
08/18/21	Mr. Loops	\$600

In the event the Town Board determines that the proposed action should be taken, the following oral Resolution language is suggested:

I move that the Town Board authorizes the Town Supervisor to sign contracts with the aforementioned bands, which is within the Recreation Department's community events expense budget.

Summer Concert Bands Agreement

Smugtown Stompers

Entertainment Terms of Operation: Vendor agrees to participate in the Summer Concert Series sponsored by the Town of Pittsford during the following date and times:

6/25/2021 from 6:30-8:00pm

Vendor shall provide musical entertainment for the concert. Vendor may begin set up of any equipment at 4:00 pm. on the date of the concert located at the William A. Carpenter Park at Port of Pittsford, 22 North Main Street, Pittsford, NY, 14534.

Fee: The Town shall pay to the vendor **\$800** for the concert. Such fee shall be paid on the day of the concert.

Equipment: Vendor shall furnish and install, at his/her own expense, any equipment for the concert, other than the stage. When setting up their equipment, Vendor shall consider the safety of all concert patrons.

Vendor shall remove all equipment and other property from the assigned performance area immediately following their performance time, or upon the official closing of the concert and such removal shall be completed no later than *10:00pm on the date of the concert*. Failure to do so will result in the Town removing any remaining property of the Vendor, with the Vendor responsible for all costs of the removal.

Liability: The Vendor shall protect, defend, indemnify and hold harmless the Town from any and all claims, costs, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature whatsoever for injury, death to persons or property damage arising out of or in any way related to the Vendor's presence at the concert.

The protection of Vendor's property is the responsibility of the Vendor. Vendor is solely responsible for the loss of, or damage to, its property left at the concert site.

Agreement and Termination: The Town and Vendor mutually agree that the operation of Vendor's business on site during the concert shall be governed by the terms of the Agreement and that such Agreement, including any attachments or amendments to said Agreement constitute the entire Agreement between the parties hereto with respect to the subject matter hereof and may not be changed or modified except by instrument or writing and signed by both parties with such Agreement being defined as an amendment to the Agreement.

The Town may, at its absolute and sole discretion, terminate the Agreement between the Town and Vendor at any time upon a breach by vendor of any of the terms, provisions, and conditions set forth in said Agreement, including any attachments or amendments to said Agreement. In addition, this agreement may be terminated by the Town for any reason prior to the day of the event or on the day of the event as a result of inclement weather or natural disaster, with no obligation whatsoever to the Vendor. If the event is cancelled on the day of the event for any other reason than inclement weather or natural disaster, Vendor shall be paid. In the event the concert is cancelled on the day of the event due to inclement weather or natural disaster, there will be no reimbursement; provided, however that the concert is cancelled after 3pm, the Vendor will be paid. The determination of inclement weather shall be made solely by the Town.

Upon termination of Agreement, the Town may, at its sole discretion, permit another group to perform for the designated concert.

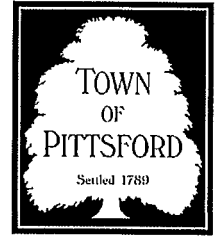
Vendor Signature _____ Date _____
Dave Sturmer
Smugtown Stompers

Town of Pittsford _____ Date _____
William A. Smith, Town Supervisor

PLEASE RETURN THIS SIGNED AGREEMENT BY June 1, 2021 IN THE ENCLOSED ENVELOPE TO:

Town of Pittsford
Department of Recreation
35 Lincoln Ave
Pittsford NY 14534
585-248-6280

MEMORANDUM



To: William A. Smith and Pittsford Town Board

From: Jessie R. Hollenbeck, Recreation Director

Date: April 15, 2021

Regarding: Community Center Summer Tent Rental

For Meeting On: April 20, 2021

Ladies and Gentlemen:

In planning for the summer months and outdoor programming we ask that you review the enclosed contract with McCarthy Tents & Events. The Recreation Department sent requests for quotes to three local vendors (Nolan's Rental, ZuperBounce and McCarthy Tents & Events). McCarthy Tents & Events submitted the lowest quote.

McCarthy Tents & Events will provide a 20' x 40' high peak track frame tent to be used for Summer Fun, Kids Concerts and additional outdoor programming from June 28-August 30 at the Community Center for \$1,810.

In the event the Town Board determines that the proposed action should be taken, the following oral Resolution language is suggested:

I move that the Town Board authorizes the Town Supervisor to sign a contract with McCarthy Tents & Events for \$1,810 for rental of a 20'x40' tent.



3353 BRIGHTON HENRIETTA TOWNLINE
 ROCHESTER, NY 14623
 catalog.mccarthyevents.com
 585-321-1000 Phone
 585-486-1050 Fax

Status: Reservation

Contract #: 31967-1

Event Beg: Mon 6/28/2021 8:00AM

Event End: Sun 7/25/2021 5:00PM

Operator: Jeff

Terms: NET30

Customer #: 2937

TOWN OF PITTSFORD

Phone 585-248-6281

35 LINCOLN AVE

Job Descr: PITTSFORD COMMUNITY CENTER - 1ST MONTH

PITTSFORD, NY 14534

Ordered By: JESSIE HOLLENBECK 585-944-6575

Delivery Mon 6/28/2021 8:00AM - 8:00PM

Pickup Sun 7/25/2021 8:00AM - 8:00PM

35 LINCOLN AVE
 PITTSFORD, NY 14534

35 LINCOLN AVE
 PITTSFORD, NY 14534

Qty	Items Rented	Each	Price
1	20'X40' HIGH PEAK TRACK FRAME	\$1,000.00	\$1,000.00
1	DELIVERY, 14534	\$60.00	\$60.00

MT&E AGREE TO PROVIDE LESSEE WITH PROOF OF GENERAL LIABILITY INSURANCE AND NAME THE TOWN OF PITTSFORD AS ADDITIONAL INSURED. *JS 4/15/2021*

Rental Contract

*This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. READ THEM CAREFULLY!
 *If equipment does not function properly or is deemed unsatisfactory in some way, notify MT&E within 5 hours of event to allow time to rectify the situation or no refund or accommodation will be made.
 *All China/Glassware must be rinsed free of any content or a cleaning fee will be assessed
 *Linens are inspected by MT&E upon delivery and return. If obvious damage has occurred, a replacement fee will be charged.
 *Customer is responsible for accurately describing delivery location and conditions. Failure to do so can result in EXTRA CHARGES.
 *LESSEE UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO A FINAL AUDIT BY MT&E. Lessee authorizes additional charges to be made to his account and payment by method used at the time of reservation.
 *LESSEE AGREES TO PAY A 50% CANCELLATION FEE ON TENT AND TENT RELATED ITEMS IN THE EVENT THAT A TENT IS REMOVED FROM AN ORDER within 7 days of the event AND A 25% FEE within 30 days of the event.
 *FINAL COUNTS are due 10 days prior to event. NO CHANGES ALLOWED TO NON TENT RELATED ITEMS after that time!
 *ALL DEPOSITS ARE NON REFUNDABLE! A 3% *Credit Card Convenience fee will be added to all orders over \$3500
 *By signing below you certify that you have read and agree to all terms of this contract as well as the SAFETY RULES AND EVACUATION PLAN guidelines

Rental:	\$1,000.00
Delivery Charge:	\$60.00
Subtotal:	\$1,060.00
Total:	\$1,060.00
Paid:	\$0.00
Amount Due:	\$1,060.00

Signature: _____

TOWN OF PITTSFORD



3353 BRIGHTON HENRIETTA TOWNLINE
 ROCHESTER, NY 14623
 catalog.mccarthyevents.com
 585-321-1000 Phone
 585-486-1050 Fax

Status: Reservation
 Contract #: 31970-1

Event Beg: Mon 7/26/2021 8:00AM
 Event End: Mon 8/30/2021 5:00PM
 Operator: Jeff
 Terms: NET30

TOWN OF PITTSFORD
 35 LINCOLN AVE
 PITTSFORD, NY 14534

Customer #: 2937
 Phone 585-248-6281

Job Descr: PITTSFORD COMMUNITY CENTER - 2ND MONTH

Ordered By: JESSIE HOLLENBECK 585-944-6575

Delivery Mon 7/26/2021 8:00AM - 8:00PM
 35 LINCOLN AVE
 PITTSFORD, NY 14534

Pickup Mon 8/30/2021 8:00AM - 8:00PM
 35 LINCOLN AVE
 PITTSFORD, NY 14534

Qty	Items Rented	Each	Price
1	20'X40' HIGH PEAK TRACK FRAME	\$750.00	\$750.00

MT&E AGREE TO PROVIDE LESSEE WITH PROOF OF GENERAL LIABILITY INSURANCE AND NAME THE TOWN OF PITTSFORD AS ADDITIONAL INSURED. RB 4/15/2021

Rental Contract

*This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. READ THEM CAREFULLY!
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 *Linens are inspected by MT&E upon delivery and return. If obvious damage has occurred, a replacement fee will be charged.
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 *LESSEE UNDERSTANDS THAT ALL CHARGES ARE SUBJECT TO A FINAL AUDIT BY MT&E. Lessee authorizes additional charges to be made to his account and payment by method used at the time of reservation.
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 *FINAL COUNTS are due 10 days prior to event. NO CHANGES ALLOWED TO NON TENT RELATED ITEMS after that time!
 *ALL DEPOSITS ARE NON REFUNDABLE! A 3% *Credit Card Convenience fee will be added to all orders over \$3500
 *By signing below you certify that you have read and agree to all terms of this contract as well as the SAFETY RULES AND EVACUATION PLAN guidelines

Rental:	\$750.00
Subtotal:	\$750.00
Total:	\$750.00
Paid:	\$0.00
Amount Due:	\$750.00

Signature: _____
 TOWN OF PITTSFORD



TERMS AND CONDITIONS OF RENTAL CONTRACT LARGE PRINT VERSION

1. For good and valuable consideration, you and McCarthy Tents & Events, LLC, a New York limited liability company ("MT&E") agree as follows: As used herein, "Page 1" refers to the first page or "face" of this Contract; "Contract" refers to Page 1 together with these Terms and Conditions of Rental Contract, "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on Page 1; "Site" means the delivery or use address set forth on Page 1; "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "Lessor," "we," "us" and "our" mean MT&E.
2. You agree to rent the Rented Item(s) from MT&E for the period(s) specified on Page 1 (the "Term"), and to pay our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by MT&E. Unless otherwise specifically agreed by MT&E, all rental rates are for normal use of the Rented Item(s) on a single-event basis during the Term. The Rent will be increased for overtime, overuse, misuse and abuse. No allowance will be made for time in transit or any other period of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay MT&E: (i) the Estimated Rent, together with any deposit specified on Page 1 (or if none, 25% of the Estimated Rent) prior to commencement of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) MT&E may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability hereunder; and (iv) all Prepayments are **NON-REFUNDABLE**. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned, and will become the property of MT&E.
3. If we agree to deliver and/or retrieve any Item(s), you will: (a) pay our regular charge(s) therefor, and for time spent awaiting access to the Site; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have timely and adequate access to the Site. We will not be responsible for delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify and hold harmless MT&E. If you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition and quantities).
4. Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each Item: (i) is in good repair and operating condition, free of defects, and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected solely by you, not based on any recommendation by MT&E; and (b) you: (i) have received, read and understood the training, instructions, user manuals, maintenance requirements, and other information, if any (including all training required under any and all applicable EPA, OSHA, NFPA, and/or ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s), (collectively, "Instructions"); (ii) will fully comply therewith; (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to governmental authorities; (vi) will timely obtain all necessary licenses, authorizations and approvals (including without limitation, the approval of the owner(s) of any real property on which any tent(s) and/or other temporary structure(s) is/are to be installed); (vii) will ensure all underground utilities are clearly marked before driving stakes or using any Item(s) to disturb the ground surface (you must **call 811 at least 2 full business days in advance, unless you engage MT&E to do so for an additional fee**); (viii) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); (ix) will create and post in a conspicuous place, an **OSHA-COMPLIANT EVACUATION PLAN** for all rented tents and other temporary structures; and (x) will ensure that all others comply with this Section.



TERMS AND CONDITIONS OF RENTAL CONTRACT LARGE PRINT VERSION

5. You will ensure that each Item is used safely and only: (a) for the manufacturer's intended purpose(s); (b) within its rated capacity; (c) at the address set forth on Page 1 (the "Site"); and (d) otherwise in full compliance with the Instructions, as well as all applicable laws, rules and regulations, and policies of insurance at all times. You will not, nor will you permit anyone else to: (i) permit the use of open flames other than chafing dishes, in or under any rented tent; (ii) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; (iii) violate any applicable policy of insurance or warranty; or (iv) take possession of or exercise control over any Rented Item without MT&E's prior consent, granted, conditioned or withheld in our sole discretion.

6. You will protect each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to MT&E on time, clean and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, you will pay MT&E: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) any and all costs and expenses, both direct and indirect, MT&E may incur in connection with your failure to do so.

7. Certain Rented Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all such Rented Items are clean and properly Packed, using the same packing materials. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD OR MILDEW, FOR WHICH YOU WILL BE LIABLE.**

8. In the event of a Malfunction (as defined in Section 4), you will immediately notify MT&E, and provided the Malfunction did not result from your breach of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as possible; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedy is EXCLUSIVE. MT&E will have no other obligation(s) regarding Malfunctions, all of which you hereby waive.

9. **WARNINGS: (A) TENTS AND EQUIPMENT USED FOR COOKING AND/OR HEATING IS/ARE INHERENTLY DANGEROUS** AND SHOULD BE USED, MOVED, MAINTAINED AND REPAIRED WITH GREAT CARE ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS; AND (B) **TEMPORARY STRUCTURES, SUCH AS TENTS, MAY MOVE, LEAK, COLLAPSE, OVERTURN OR CATCH FIRE, PARTICULARLY DURING HAZARDOUS WEATHER** (e.g., heavy rain, snow, sleet, hail and winds over 25 mph). If hazardous weather occurs or threatens, you will: (a) cause all persons to DISCONTINUE USING AND EVACUATE the Rented Item(s); (b) protect all Rented Item(s) and its/their contents; and (c) **PERMIT MT&E TO DELAY DELIVERY, INSTALLATION AND/OR USE OF, OR DISMANTLE AND/OR RETRIEVE ANY RENTED ITEM(S)** (without obligating us to do so). TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, **YOU ASSUME ALL ASSOCIATED RISKS**, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS MT&E AS PROVIDED IN SECTION 15 HEREOF.

10. You agree to maintain at your sole cost, any and all insurance MT&E may require, which may include liability insurance coverage, host liquor liability ("Dram-Shop") coverage, and/or property damage/inland marine insurance covering the Rented Items, on such terms as MT&E deems appropriate, naming MT&E as an additional insured and loss payee, waiving subrogation against MT&E and being primary and non-contributory.

11. If and only if, we have offered, and you have elected to purchase the **OPTIONAL DAMAGE WAIVER** (set forth on Page 1, if available) and paid the Damage Waiver Fee referenced therein prior to commencement of the Term, you will have no liability to MT&E for 90% of the cost to repair or replace



TERMS AND CONDITIONS OF RENTAL CONTRACT
LARGE PRINT VERSION

Rented Item(s) covered by Damage Waiver ("Covered Items") which suffer physical damage during the Term; provided however, that you will remain 100% liable for: (a) damage to or loss of: (i) Item(s) not covered by Damage Waiver; (ii) Covered Items lost or damaged as a result of: (A) your breach of this Contract; (B) any failure to return Rented Item(s) to MT&E as required under this Contract; (C) gross negligence, misuse and/or abuse; (D) vandalism and/or malicious mischief, (E) use of alcohol or drugs; and/or (F) use of any Rented Item in violation of this Contract or any applicable law or policy of insurance; and (b) 10% of all repair/replacement costs for Covered Items. You may decline Damage Waiver by initialing in the appropriate space on Page 1. **DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.**

12. Except with respect to Rented Items which MT&E rents from one or more third parties (each, an "Owner") and then re-rents to you ("re-rented items"), MT&E owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including re-rented item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim or encumbrance on any Rented Item.

13. **You may not transfer, sublease or assign any Rented Item or this Contract** without the prior written consent of MT&E (in its sole discretion). MT&E may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you will attorn to the assignee, and such assignee shall not be responsible for any pre-existing obligations or liabilities of MT&E.

14. MT&E IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S) OTHER THAN ITEM(S) SPECIFICALLY IDENTIFIED AS "MT&E HANDBUILT ITEMS." ACCORDINGLY, EXCEPT ONLY TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW, ALL SUCH ITEMS ARE PROVIDED "**AS-IS,**" AND **MT&E MAKES NO WARRANTY,** EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS, COURSE OF BUSINESS, USAGE OF TRADE, AND/OR WORKMANLIKE PERFORMANCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY MT&E, NOR DOES MT&E MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY MT&E OR ANY OWNER SHALL BE DEEMED TO CONSTITUTE REPRESENTATIONS OR WARRANTIES.

15. **TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK** OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH ALL ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, PERSONAL INJURIES (INCLUDING DEATH), PROPERTY DAMAGE, AND ANY AND ALL OTHER LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THE PROVISION, SELECTION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY RENTED ITEM(S) OR SERVICE(S); AND (B) **HEREBY RELEASE AND DISCHARGE MT&E AND EACH OWNER** FROM AND AGREE TO **INDEMNIFY, DEFEND AND HOLD HARMLESS MT&E, EACH OWNER, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES.** You hereby waive all rights, remedies, claims, damages and setoffs conferred upon you under applicable law (including without limitation, the Uniform Commercial Code as adopted in New York), as well as all incidental, consequential, special, and punitive damages, against MT&E and each Owner. *LESSEE DOES NOT WAIVE ANY CLAIMS ARISING FROM LESSOR'S ACTS OR OMISSIONS. AB*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/15/2021

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 Paris-Kirwan Associates, Inc. PO Box 40420 Rochester, NY 14604	CONTACT NAME: PHONE (A/C, No, Ext): (585) 473-8000		FAX (A/C, No): (585) 340-1714	
	E-MAIL ADDRESS: reception@paris-kirwan.com			
INSURED McCarthy Tents & Events, LLC 3353 Brighton-Henrietta Townline Road Rochester, NY 14623	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A: Central Mutual Insurance Company		20230	
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			

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

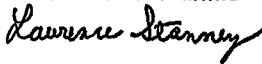
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	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:	X		CLP 9947564	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 9947563	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CXS 9947565	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NY) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Equipment Floater			CLP 9947564	4/1/2021	4/1/2022	Leased/Rented Equip. \$ 100,000
A	Equipment Floater			CLP 9947564	4/1/2021	4/1/2022	Misc Unsched Equip. \$ 2,470,500

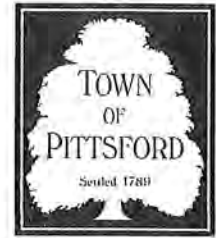
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If Additional Insured status is noted it applies only if required in a written contract or agreement. If Waiver of Subrogation status is noted, it applies only to the party which, before the loss, has been agreed to in writing to waive the right of recovery.

The Town of Pittsford is named as Additional Insured on the General Liability policy, only if required in a written contract per endorsement 8-2009 07 14.

CERTIFICATE HOLDER **CANCELLATION**

Town of Pittsford 11 S. Main St Pittsford, NY 14534	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 

MEMORANDUM



To: William A. Smith and Pittsford Town Board
From: Jessie R. Hollenbeck, Recreation Director
Date: April 15, 2021
Regarding: 2021 Family Outdoor Movie Contract
For Meeting On: April 20, 2021

Ladies and Gentlemen:

In planning for the Town of Pittsford's 2021 Family Outdoor Movies we ask that you review the enclosed contract with ZuperBounce, LLC. The Recreation Department sent requests for quotes to four vendors (Funflicks, Blue Apple Productions, Adventures in Climbing and ZuperBounce). ZuperBounce submitted the lowest quote of \$3,500.

ZuperBounce will provide the inflatable movie screen, sound system and staff for Family Outdoor Movies held on July 16, July 30, August 13 & August 27 at Thornell Farm Park for a price not to exceed \$3,500.

Family Outdoor Movie Nights
Friday Nights
Thornell Farm Park

Date	Movie Title
07/16/21	Croods 2 (PG)
07/30/21	Sonic the Hedgehog (PG)
08/13/21	Spider-Man: Into the Spider-Verse (PG)
08/27/21	Raya and the Last Dragon (PG)

In the event the Town Board determines that the proposed action should be taken, the following oral Resolution language is suggested:

I move that the Town Board authorizes the Town Supervisor to sign a contract with ZuperBounce, LLC for a fee not to exceed \$3,500 for our 2021 Family Outdoor Movie Nights.

ZUPERBOUNCE, LLC

CONTRACT

We're better than super...we're ZUPER!

SAMPLE

BILL TO
Alison Burchett
Town of Pittsford
11 South Main St.
Pittsford, NY 14534
Phone 585-248-6287
aburchett@townofpittsford.org

DELIVER TO
Alison Burchett
Thornell Farm Park - Grass
480 Mendon Road
Pittsford, NY 14534
Phone 585-364-6287 - CELL
aburchett@townofpittsford.org

The following contract number must appear on all related correspondence:

CONTRACT NUMBER
2003

CONTRACT DATE	SALESPERSON	TIME FRAME	INVOICE #	PAYMENT TERMS
8/13/2021	Mike Cuzzupoli	Dusk-end of movie	2021-011	Net 30

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	30' Movie Setup (TBD)	\$875	\$875

***Kate is the contact**

SUBTOTAL \$875

SALES TAX \$0

TOTAL \$875

Additional Notes:

Client to provide movie.

ADDENDUM TO CONTRACT

Technical needs listed below must be provided for ZuperBounce, LLC for your event. Please contact ZuperBounce, LLC at 585-752-9873 at least 7 days prior to your event should you need assistance meeting the technical needs.

POWER

- 3 Dedicated, separate 20-amp circuits within 50 feet of the item. NOTE THAT CIRCUITS ARE NOT THE SAME AS OUTLETS

OTHER

- 2 6'-8' Tables
- 2 Chairs
- Logo
- X Misc. - MOVIE

VOLUNTEERS

- Load in and Load out
- During event time frame

MISC

- ZuperBounce, LLC uses industrial stakes to secure inflatables. It is the client's responsibility to mark areas of underground utilities. ZuperBounce, LLC is not liable for damage to underground utilities which are unmarked or unseen.
- Freight elevators must be available for inflatables on upper floors or up sets of stairs. ZuperBounce, LLC will not accommodate an upstairs location without the use of a freight elevator.
- It is the client's responsibility to ensure that rented items fit into designated space. Dimensions will be provided on invoice provided with contract.
- Waivers must be signed by all participants on site prior to riding any mechanical.
- All inflatables require the removal of sharp objects, earrings, cell phones, and keys. All participants must wear socks on slides. If any participant doesn't follow safety guidelines, ZuperBounce, LLC reserves the right to bar participant from event.
- In the case of rain, wind, or inclement weather, ZuperBounce, LLC reserves the right to shut down any item at any time. Refunds or credits will not be provided.

GRATUITIES

- Gratuities are optional and should be paid directly to or in the performer's name.

TERMS AND CONDITIONS

Client understands that by signing this document, it has purchased novelty items and/or movie services from ZuperBounce, LLC, also known as ZuperMovies, ZuperEventZ, ZuperPhotoZ or ZuperBearZ as outlined on the accompanying estimate and/or invoice; once that performance period is sold to Client, ZuperBounce, LLC then turns away others who would like performances on the same date and time.

When a Client withdraws its commitment prior to a performance—for reasons other than weather conditions, ZuperBounce, LLC has lost the opportunity to resell a customer into the same date/time period. Under these conditions, ZuperBounce, LLC does not offer refunds or credits or any reason whatsoever. If weather causes a cancellation, the client must adhere to the inclement weather cancellation policy which requires a rescheduled performance within a 365 day period of time from the original performance. Please see inclement weather cancellation policy for additional details.

If Client cancels a reservation for performance for any of the reasons below, **NO CREDITS OR REFUNDS ARE GIVEN AND CLIENT IS REQUIRED TO PAY AMOUNT DUE IN FULL:**

- Due to a change of mind for any reason whatsoever (including security concerns)
 - Due to failure to acquire sponsorship or loss of sponsorship
 - Due to loss of venue

• Or for any other reason (excluding inclement weather)

1. ZuperBounce, LLC shall have no obligation for furnishing or providing any other duties or equipment or utility costs. ZuperBounce, LLC shall devote sufficient time and effort to the delivery of services to Client. It is understood between the parties that ZuperBounce, LLC may engage in other employment or activities and is not expected to devote full time to the duties undertaken by the engagement on the accompanying invoice.

2. All production and operational decisions regarding the contracted equipment and/or services to be provided by ZuperBounce, LLC hereunder shall be within the sole discretion of ZuperBounces' personnel. All equipment provided by the ZuperBounce, LLC shall be used solely for the purposes of the contracted item(s) and shall remain its sole property, and under its sole control.

3. Client agrees it shall apply for, obtain and provide for the benefit of ZuperBounce, LLC all insurance certificates, permits, licenses, electric and construction permits, etc. as required under applicable local, state and federal law, at the premises upon which such performances will take place, at no cost to ZuperBounce, LLC.

4. Client agrees that it shall provide and be responsible for adequate security and lighting, at no cost to ZuperBounce, LLC from load-in to load-out.

5. ZuperBounce, LLC shall, at all times, be considered under the terms of this Agreement as an independent contractor and not as an employee nor agent of Client, and ZuperBounce shall not be responsible for any obligation of Client with regard to the parties whatsoever.

6. There shall be no reduction of the above contract price in the event of a cancellation or non-completion of the event in part or in whole whether from accident, strike, riot, act of God, or any cause whatsoever.

7. Payment terms are Net 30 days. Payments via check, credit card or cash will be accepted prior to and at events. If payment is not received within 30 days of event date, a 5% late fee will be assessed, and a new invoice re-issued. If payment is not received within 90 days of event date, the account will be sent to collections.

8. All terms of this Agreement shall be interpreted under the laws of the State of New York and Client agrees to pay all actual attorney fees in regard to collection of any unpaid balances.

9. All terms of the Agreement between the parties are included herein and on this estimate and/or invoice and no additional terms shall be binding unless in writing and signed between the parties hereto. Neither party shall assign, subcontract, or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party. In case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein. This Agreement constitutes the entire agreement of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreements between the parties regarding the subject matter. No waiver of any provision in this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement. Client acknowledges that before signing below, Client has read all provisions of this Agreement and the estimate and/or invoice, and that Client understands the provisions fully and has received a copy of this Agreement.

INCLEMENT WEATHER CANCELLATION POLICY

In the following document, Inclement Weather is defined as weather considered severe, dangerous and unsafe for operation. Examples include rain, snow, lightning, high winds, extreme temperatures (hot or cold) or combination of the elements mentioned. In the event of inclement weather, client will first attempt to secure an indoor location prior to cancellation.

1: EVENT CANCELLED PRIOR TO TRANSPORTATION

- Situation - Scheduled event is cancelled due to existing or anticipated inclement weather prior to ZuperBounce, LLC incurring equipment transportation expense.
- Outcome - Client will not be charged & customer will be required to reschedule within 365 days from original event date (this can happen multiple times).
- Note – Client must contact ZuperBounce (585-752-9873) **24-hours** prior to event start time to avoid additional charges.

2: EVENT CANCELLED AFTER TRANSPORTATION BUT PRIOR TO SETUP

- Situation - Scheduled event is cancelled due to existing or anticipated inclement weather after ZuperBounce, LLC has transported equipment but prior to set up and operation.
- Outcome - Client will be charged a \$250 transportation expense if event location is within 100 miles of ZuperBounce, LLC or a \$500 transportation expense if event location exceeds 100 miles of ZuperBounce, LLC. Client will be required to use the remainder of their Payment either toward a reschedule or another service.
- Note – Client must advise ZuperBounce (585-752-9873) **2.0-hours** prior to event start time to avoid additional charges.

3: EVENT CANCELLED AFTER TRANSPORTATION & SETUP

- Situation - Scheduled event is cancelled due to existing or anticipated inclement weather after ZuperBounce, LLC has transported and set up the equipment.
- Outcome - Client will be charged the full amount of the invoice.

ZuperBounce, LLC operates under a SAFETY 1st rule. We put the safety of our customer, our staff and equipment before the financial incentive of our operation. While it is intended to be an open communication process between ZuperBounce & our customer, we retain the right to cancel any event in situations that present potentially dangerous activity from occurring.

Client/Title	Date
--------------	------

Mike Cuzzupoli, owner	Date
-----------------------	------

SEND ALL PAYMENTS AND CORRESPONDENCES TO
 ZuperBounce, LLC
 3900 Buffalo Rd.
 Rochester, NY 14624
 Phone: 585-752-9873
info@zupereventz.com



Website: www.zupereventz.com

Like us on Facebook: www.Facebook.com/ZuperEventz



ZuperBounce, LLC
3900 Buffalo Road
Rochester, NY 14624
(585)752-9873
info@zupereventz.com
www.ZupereventZ.com

Invoice 2021-011

BILL TO

Jessie Hollenbeck
Town of Pittsford
11 South Main Street
Pittsford, NY 14534

DATE
04/15/2021

PLEASE PAY
\$875.00

DUE DATE
05/15/2021

DELIVERY TIME

TBD

START TIME

TBD

END TIME

TBD

DATE	DESCRIPTION	AMOUNT
08/13/2021	30 foot Movie System * Includes delivery, setup, cleanup & staff * Requires 3-15/20 Amp Dedicated circuits * Requires 50' D x 50' W x 30' H (space) * Requires Grass Staking, 1 @ \$875.00	875.00

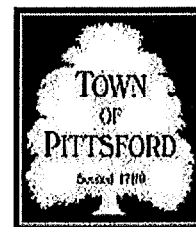
The balance of payment is due 30 days after service is rendered unless otherwise agreed upon in writing.

TOTAL DUE

\$875.00

THANK YOU.

MEMORANDUM



To: Pittsford Town Board

From: Cheryl Fleming, Personnel Director

Date: April 16, 2021

Regarding: Recommendations for Hiring/Personnel Adjustments

For Meeting On: April 20, 2021

1. The following employee(s) are recommended as a new hire based on the recommendation of the Functional Coordinator(s) for these areas:

Name	Dept	Position	Rate	Date of Hire
Sean Payrot	Parks	Laborer – Seasonal	\$14.00/hr	04/28/2021
Makenzie Pearce	Rec	Rec Assistant I – PT	\$12.50/hr	04/27/2021

All the proper reviews and background checks have been completed for these candidate(s) and have received appropriate sign off by the Town Board representative.

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Makenzie Pearce	Rec	Rec Assistant I – PT	\$12.50/hr	04/27/2021