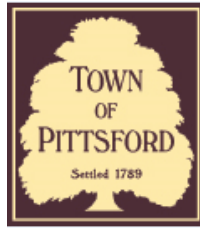


SUPERVISOR
William A. Smith, Jr.



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

Tuesday, September 1, 2020 – 6:00 pm
Pittsford Town Hall, 11 So. Main Street

Page 1 of 2

Call to Order

Pledge of Allegiance

Minutes

Minutes of Meeting of August 18, 2020

Legal Matters

Public Comment

Adopt New State Schedule for Town Records Retention

Financial Matters

Public Comment

Surplus

Staff Appreciation Day

Operational Matters

Public Comment

Ratification of Contract with Constellation New Energy to supply electricity for Town Operations

Community Solar – Discussion on choice of provider

Personnel Matters

Public Comment

Hiring Resolution

Other Business

Public Comment

Adjournment

PUBLIC MEETINGS OF THE BOARD AT TOWN HALL NOW RESUME

Instructions for online viewing and offering comments on attached page 2

PUBLIC MEETINGS OF THE TOWN BOARD at TOWN HALL NOW RESUME

Attending in Person

For seating, chairs in the Town Board meeting room will be placed 6 feet apart, in accordance with COVID protocols. In addition:

- You must wear a mask when entering, exiting or moving about the room during the meeting
- The State requires everyone attending to sign in with name, address and phone number. This is for the purpose of contact tracing, should the need arise.

Comments: As always, any Pittsford resident may offer comments at the designated portions of the meeting, by signing up to comment when you sign in at the COVID sign-in station. You will be called to comment at the appropriate time.

Viewing from Home

1. Live

The Town Board meeting will stream live through our cable access station's streaming portal. Please use the following link:

<https://videoplayer.telvue.com/player/FcgTLOOYMCGU6WlccUApyUL3twz4dm9V/stream/819?fullscreen=false&showtabssearch=true&autostart=true>

You can watch on any computer, tablet, smart phone or web capable TV. If you log in before the meeting starts and see an error message, refresh your screen at 6:00pm when the board meeting starts and you can view the meeting live while it is happening.

Comments: Any Pittsford resident can submit a comment:

- at any time before 2:30pm on the day of the meeting (a) by email to comments@townofpittsford.org; (b) by submitting it in writing, through the drop slot to the right of the front door at Town Hall (11 South Main Street); or (c) by U.S. Mail to the Town Clerk, for receipt no later than 2:30pm on the day of the meeting;

and, in addition,

- at any time **during** the meeting by email to comments@townofpittsford.org
- All comments submitted must include the name and street address of the commenter. Comments from residents will be read by the Town Clerk at the appropriate point of the meeting.

2. On-Demand Video

As always, video will be uploaded to our cable access station's streaming portal within 48 hours of the meeting. It is available on demand. You can see it here:

<https://videoplayer.telvue.com/player/FcgTLOOYMCGU6WlccUApyUL3twz4dm9V/stream/690?fullscreen=false&showtabssearch=true&autostart=true>

Minutes of the Town Board for August 18, 2020

**DRAFT
TOWN OF PITTSFORD
TOWN BOARD
AUGUST 18, 2020**

Proceedings of a regular meeting of the Pittsford Town Board held on Tuesday, August 18, 2020 at 6:00 P.M. local time. The meeting took place with Board members participating remotely using Zoom.

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

ABSENT: None.

ALSO PRESENT: Staff Members: Cheryl Fleming, Personnel Director; Jessie Hollenbeck, Recreation Director; Robert Koegel, Town Attorney; Brian Luke, Finance Director, and Linda Dillon, Town Clerk.

ATTENDANCE: Also in attendance were sign language interpreters and staff members, as well as Victor-Pierre Melendez, representing Joule Community Power, Susan Hughes-Smith representing Rocricity, and Richelle Acker, Jerry Walters, Scott Youngman and John Byrd representing Power Management

Supervisor Smith called the Town Board meeting to order at 6:00 P.M. and led members in the Pledge of Allegiance. The Town Clerk noted all Town Board members present.

PROCLAMATION FOR 19TH AMENDMENT CENTENNIAL

Supervisor Smith thanked Councilmember Townsend for proposing a celebration of the Centennial of the Ratification of the 19th Amendment to the United States Constitution and for organizing a Committee for this purpose, working with Deputy Supervisor Munzinger and the committee on planning the event. The Supervisor asked Councilmember Townsend to read the Proclamation of the Town Board recognizing the centennial. Councilmember Townsend then read aloud the following Proclamation:

Proclamation

in celebration of Women's Suffrage and the

19th Amendment Centennial

Whereas, the 19th Amendment to the United States Constitution was ratified in 1920, giving women one of the most fundamental rights of citizenship – the right to vote; and

Whereas, the women's suffrage movement was launched at the Seneca Falls Convention in 1848, where the Declaration of Sentiments proclaimed that "all men and women are created equal, that they are endowed by their Creator with certain inalienable rights, that among these are life, liberty, and the pursuit of happiness" and demanded that all women be afforded "the equal station to which they are entitled" and the "inalienable right to the elective franchise," and

Whereas, in 1869, a new group called the National Woman Suffrage Association was founded by Elizabeth Cady Stanton and Susan B. Anthony; this group began the fight for a universal-suffrage amendment to the U.S. Constitution; and

Minutes of the Town Board for August 18, 2020

Whereas, the women's suffrage movement had an active and committed history in Pittsford, formalized in 1902 by the founding of the Pittsford Political Equality Club; and

Whereas, on August 18, 1920, the 19th Amendment to the U.S. Constitution was ratified and on November 2 of that year, millions of women across the United States voted in elections for the first time; and

Whereas, the full inclusion of women as citizens and guaranteeing the protection of women's rights are essential for the success of democracy; and

Now, Therefore, Be It Known, that the members of the Pittsford Town Board recognize and proclaim the value of celebrating on this day the 19th Amendment Centennial Anniversary and further recognize and celebrate, in ongoing commitment, the spirit, principles and efforts espoused by the Women's Suffrage Movement; and

Be it Further Known, that this proclamation was declared adopted by the order of the Pittsford Town Board on August 18, 2020 on the centennial of the 19th Amendment's ratification.

Thereafter, Supervisor Smith invited the public to participate in the celebration, noting that the schedule of events for this weekend and next appears in our eNews and on the Town website. Deputy Supervisor Munzinger thanked Councilmember Townsend and the many staff and community members who participated in planning the event, including: Shelley O'Brien, Town Communications Director; Bonnie Salem; Peggy Brizee; Town Historian Audrey Johnson; Deputy Historian Vicki Profit; Mayor Corby; Jessie Hollenbeck and Allison Burchett of our Recreation Department; Library Director Amanda Madigan. She also thanked Randy Lewis and Charles Moulten of our Maintenance Department, who put up all the signs around town, and the many others who assisted with the project.

PRESENTATIONS ON COMMUNITY SOLAR

JOULE COMMUNITY POWER: Supervisor Smith introduced Victor-Pierre Melendez from Joule Community Power and Susan Hughes-Smith from Rocricity, who presented their proposed program for Community Solar if chosen as administrators for the project. *A copy of their presentation is included in the Town Board file for this meeting.* The presenters answered questions by Town Board members following their presentation.

POWER MANAGEMENT: Supervisor Smith introduced Richelle Acker, Jerry Walters, Scott Youngman and John Byrd of Power Management, which has been the Town's consultant for the past 10 years for obtaining lowest prices for electricity and gas for Town facilities and operations. They presented their proposed program for Community Solar if chosen as administrator for the project. Power Management's presentation is included in the Town Board file for this meeting. The presenters answered questions by Town Board members following their presentation.

Supervisor Smith recommended, and board members agreed, to review both presentations on Community Solar, for discussion and decision at the next meeting.

PRESENTATION ON ELECTRICITY CONTRACT FOR TOWN OPERATIONS

On a different subject, Power Management then discussed a new electricity contract for Town operations, to replace the current contract that expires in September, reviewing bids they had obtained for locked-in electricity prices from 100% renewable sources, showing options for 1-, 2- and 3-year contracts. Richelle Acker noted that the market is at a very good point right now and recommends that the Town contract the purchase of electricity for more than just one-year, given the current opportunity to lock in a low price for a three year period. She explained that the rate for the three-year agreement is slightly higher than for a shorter term, reflecting the risk assumed by the provider, but the rates are so low now that the overall savings make it more beneficial to the Town to lock in with a longer-term agreement. Power Management considers this is a good time to get the best rate for a longer-term agreement.

Minutes of the Town Board for August 18, 2020

Supervisor Smith recommended, and board members agreed, to review Power Management's recommendation for the Town to lock in electricity pricing from 100% renewable sources for the three year period, for decision at the next meeting.

MINUTES

Minutes of the July 21 and August 4 meetings were reviewed and edits were suggested. Councilmember Beckford noted that he declined to suggest potential edits, recognizing the Clerk's task in minuting meetings of nearly four hours' duration, and because video of both meetings is available on demand.

Councilmember Koshykar suggested that, as the Town Clerk had previously discussed, the Minutes of Board meetings could be shortened by focusing on the resolutions proposed and voted on, minimizing notes regarding discussion. The Board agreed. Town Clerk Dillon thanked the Board.

LEGAL MATTERS

PUBLIC COMMENTS

No public comments were offered.

EXECUTIVE SESSION SET FOR SEPTEMBER 2, 2020

Because an Executive Session previously scheduled had to be cancelled due to illness of a Board member, Supervisor Smith moved to set an Executive Session for Wednesday, September 2, 2020 at 5:00 p.m. at Pittsford Town Hall, to discuss the employment of a particular person, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: none.

The Executive Session was thereby set for Wednesday, September 2, 2020 at 5:00 p.m., to be held at the Pittsford Town Hall.

FINANCIAL MATTERS

PUBLIC COMMENT

Supervisor Smith asked if any resident wished to comment. No comments were offered.

AUGUST VOUCHERS APPROVED

Following a brief discussion regarding vouchers, a Resolution to approve the August 2020 vouchers was moved by Deputy Supervisor Munzinger, seconded by Councilmember Beckford, and voted on by the members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: none.

The Resolution was declared carried as follows:

RESOLVED, that the July 2020 vouchers No. 147729 through 148059 in the amount of \$945,972.73 are approved for payment.

OPERATIONAL MATTERS

PUBLIC COMMENT

Supervisor Smith asked if any resident wished to comment regarding the presentation given by Power Management, earlier in the meeting, with respect to the Electricity for Town Operations. No comments were offered.

RECREATIONAL MATTERS

PUBLIC COMMENTS

Supervisor Smith asked for any public comments regarding Recreation Matters. There were none.

Minutes of the Town Board for August 18, 2020

FIREWORKS FOR 19TH AMENDMENT EVENT – AGREEMENT WITH YOUNG EXPLOSIVES APPROVED

A Resolution to approve an Agreement with Young Explosives for a fireworks display in celebration of the 19th Amendment Centennial on August 22 at 9 p.m. 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 authorizes the Town Supervisor to sign a contract with Young Explosives for a fireworks display to be delivered on August 22 at 9:00 p.m. for an amount not to exceed \$3,500.00.

PERSONNEL MATTERS

PUBLIC COMMENTS

No public comments were offered.

ELECTED AND APPOINTED OFFICIALS STANDARD WORK DAY AND REPORTING RESOLUTION APPROVED

Following a noted correction on appointed officials James Gagnier and Carolyn Casey, to refer to an 8-hour work day rather than 7, a Resolution to approve the Standard Work Day and Reporting Resolution for Elected and Appointed Officials 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 following Resolution was declared carried as follows:

RESOLVED, that based on the logs kept by elected officials required to do so for three months, their New York State Retirement will be credited for service time worked as follows:

Name	Title	Term	Days/Month
William A. Smith, Jr.	Supervisor	Jan 1, 2020 - Dec 31, 2021	21.7
Katherine B. Munzinger	Deputy Supervisor	Jan 1, 2020 - Dec 31, 2023	2.61

And be it further,

RESOLVED, that the following Appointed Officials be approved and credited for the NYS Retirement service credit for full time, as follows:

Stephen Robson	Assessor	Oct 1, 2019 - Sept 30, 2025
Robert Koegel	Town Attorney	Jan 1, 2020 – Dec 31, 2021
Paul Schenkel	Comm. Of Public Works	Jan 1, 2020 – Dec 31, 2021
James Gagnier	Deputy Comm. Of Public Works	Jan 1, 2020 – Dec 31, 2021
Gregory J. Duane	Finance Director	Jan 1, 2020 – July 21, 2020
Brian Luke	Finance Director	July 22, 2020 – Dec 31, 2021
Linda Dillon	Town Clerk/Receiver of Taxes	Jan 1, 2020 – Dec 31, 2021
Karen Ward	Deputy Town Clerk	Jan 1, 2020 – May 31, 2020
Karen Ward	Deputy Receiver of Taxes	June 1, 2020 – Dec 31, 2021
Laura Beeley	Deputy Town Clerk	Jan 1, 2020 – Dec 31, 2021
Suzanne Reddick	Secretary to Supervisor	Jan 1, 2020 – Dec 31, 2021
Carolyn Casey	Dog Control Officer	Jan 1, 2020 – Dec 31, 2021

Form 2417- A and 2417-B are hereby approved and shall be posted for 30 days on the Town’s Official Signboard and the Town of Pittsford website as required.

See next page for full New York State Local Retirement System Resolution to be filed with the NYSLRS, after being posted for 30 days, as required.

Minutes of the Town Board for August 18, 2020

HIRING RECOMMENDATIONS

Following a clarification, Supervisor Smith moved to approve the status change recommendations as submitted, seconded by Deputy Supervisor Munzinger, and voted on by members as follows: Ayes: Beckford, Koshykar, Munzinger, Townsend and Smith. Nays: none.

The following Resolution was declared carried as follows:

RESOLVED, that the following employees be approved for a status change as follows:

Name	Position	Reason for Change	Salary	Effective Date
Dylan Martin	Rec Asst II	Promo – Additional title	\$12.60	08/24/2020
Tori Gutzmer	Rec Asst IV	Promo – Additional title	\$15.39	08/28/2020

OTHER MATTERS

Supervisor Smith reported that he has received word from the Village that it is still completing its final review of the joint Town-Village Active Transportation Plan. We expect to hear back from them in the days ahead about a date when we can set a joint Town-Village hearing to give final approval to the Plan, he said. Upon inquiry, Supervisor Smith noted that our staff, particularly the IT Director and the Communications Director, are working diligently with ERCN to set up the infrastructure to allow the Board to resume in-person meetings with live streaming, using the new camera. Following inquiry by Councilmember Koshykar, the board will discuss review of hiring resolutions at its upcoming executive session. Upon inquiry by Councilmember Beckford, Supervisor Smith indicated that once in-person meetings of the Board resume, if a board member must isolate because of potential exposure to COVID, that member can participate by remote connection only upon adequate public notice of the remote participation, and only if the remote site were open to members of the public during the meeting. He explained that the Open Meetings Law requires this. Councilmember Townsend noted as well that unless a new Executive Order by the Governor were to change things, a hybrid in-person / Zoom meeting would not be permitted. Attorney Robert Koegel agreed with the points mentioned by the Supervisor and by Councilmember Townsend.

PUBLIC COMMENT

Ginger Sacco offered a comment to the Board.

As there was no further business, the Supervisor adjourned the meeting at 7:45 P.M.

Respectfully submitted,

Linda M. Dillon
Town Clerk

MEMORANDUM

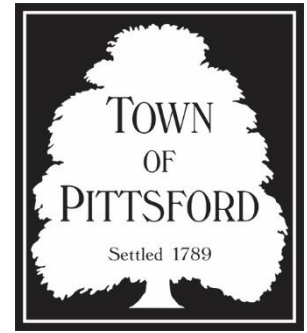
To: Town Board

CC:

From: Linda M. Dillon, Town Clerk

Date: September 1, 2020

Regarding: Adoption of New LGS-1 Record Retention Schedule



The New York State Archives has revised and consolidated its local government records retention and disposition schedules and issued on August 1, 2020, a single, comprehensive retention schedule for all types of local governments.

The new schedule, *Retention and Disposition Schedule for New York Local Government Records* or LGS-1 will supersede and replace the following documents:

- CO-2 Schedule for use by counties (2006);
- MU-1 Schedule for use by cities, towns, villages, and fire districts (2003)
- MI-1 Schedule for use by miscellaneous local governments (2006), and
- ED-1 Schedule for use by school districts, BOCES, County Vocational Education and Extension Boards, and Teacher Resource and Computer Training Centers (2004)

The MU-1 Schedule that we currently use, was originally adopted in February of 1989 by the Town of Pittsford. Local governments must adopt the LGS-1 prior to using it, even if they adopted and have been using the MU-1 Schedule.

Local government records may not be legally destroyed after the end of 2020 unless the LGS-1 is formally adopted. Therefore, it is my recommendation that the Town Board adopt the new Record Retention and Disposition Schedule LGS-1, as follows:

RESOLVED, that the Town Board of the Town of Pittsford adopts the *Retention and Disposition Schedule for New York Local Government Records (LGS-1)*, issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records, is hereby adopted for use by all officers in legally disposing of valueless records listed therein; and be it further

RESOLVED, that in accordance with Article 57-A: (a) only those records will be disposed of that are described in *Retention and Disposition Schedule for New York Local Government Records (LGS-1)*, after they have met the minimum retention periods described therein; (b) only those records will be disposed of that do not have sufficient administrative, fiscal, legal, or historical value to merit retention beyond established legal minimum periods.

MEMORANDUM

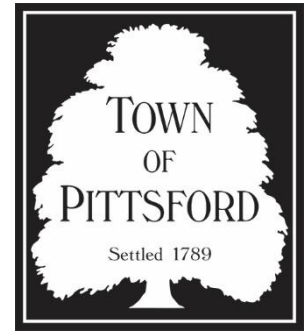
To: Town Board

CC:

From: Brian Luke

Date: August 26, 2020

Regarding: Surplus Inventory



Attached is a list of surplus inventory for the Town Board to declare surplus in order for it to be removed from the Town's inventory.

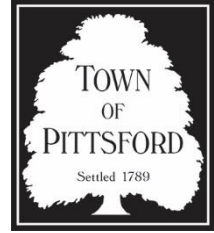
Be it resolved, that the attached list of equipment be declared surplus/junk and be removed from the Town's inventory.

<u>Asset #</u>	<u>Year</u>	<u>Description</u>	<u>Department</u>	<u>Cost</u>	<u>Disposition</u>
3082	1973	Index Table	Library	\$444.47	Junk
3094	1973	Atlas Case	Library	\$340.88	Junk
3095	1973	Dictionary Stand	Library	\$125.17	Junk
15331	2005	Slat Back Chair w/ Arms	Library	\$276.81	Junk
15332	2005	Slat Back Chair w/ Arms	Library	\$276.81	Junk
15333	2005	Slat Back Chair w/ Arms	Library	\$276.81	Junk
15334	2005	Slat Back Chair w/ Arms	Library	\$276.81	Junk
15335	2005	Slat Back Chair w/ Arms	Library	\$276.81	Junk
15382	2005	Slat Back Chair w/ Arms	Library	\$275.39	Junk
15386	2005	Slat Back Chair w/ Arms	Library	\$275.39	Junk
15387	2005	Slat Back Chair w/ Arms	Library	\$275.39	Junk
15388	2005	Slat Back Chair w/ Arms	Library	\$275.39	Junk
15389	2005	Slat Back Chair w/ Arms	Library	\$275.39	Junk
15390	2005	Slat Back Chair w/ Arms	Library	\$275.39	Junk
15391	2005	Slat Back Chair w/ Arms	Library	\$275.39	Junk
15392	2005	Slat Back Chair w/ Arms	Library	\$275.39	Junk
15395	2005	Slat Back Chair w/ Arms	Library	\$275.39	Junk
15396	2005	Slat Back Chair w/ Arms	Library	\$275.39	Junk
15397	2005	Slat Back Chair w/ Arms	Library	\$275.39	Junk
15427	2005	Slat Back Chair w/ Arms	Library	\$289.42	Junk
15428	2005	Slat Back Chair w/ Arms	Library	\$289.42	Junk
15429	2005	Slat Back Chair w/ Arms	Library	\$289.42	Junk
15431	2005	Slat Back Chair w/ Arms	Library	\$289.42	Junk
15433	2005	Slat Back Chair w/ Arms	Library	\$289.42	Junk
15434	2005	Slat Back Chair w/ Arms	Library	\$289.42	Junk
15435	2005	Slat Back Chair w/ Arms	Library	\$289.42	Junk
15437	2005	Slat Back Chair w/ Arms	Library	\$289.42	Junk
15438	2005	Slat Back Chair w/ Arms	Library	\$289.42	Junk
15440	2005	Slat Back Chair w/ Arms	Library	\$289.42	Junk
15453	2005	Slat Back Chair w/ Arms	Library	\$283.54	Junk
15454	2005	Slat Back Chair w/ Arms	Library	\$283.54	Junk

14456	2005	Slat Back Chair w/ Arms	Library	\$283.54	Junk
15457	2005	Slat Back Chair w/ Arms	Library	\$283.54	Junk
15460	2005	Slat Back Chair w/ Arms	Library	\$283.54	Junk
15461	2005	Slat Back Chair w/ Arms	Library	\$283.54	Junk
15462	2005	Slat Back Chair w/ Arms	Library	\$283.54	Junk
15463	2005	Slat Back Chair w/ Arms	Library	\$283.54	Junk
15465	2005	Slat Back Chair w/ Arms	Library	\$283.54	Junk
15466	2005	Slat Back Chair w/ Arms	Library	\$283.54	Junk
15467	2005	Slat Back Chair w/ Arms	Library	\$283.54	Junk
15835	2005	Wooden Book Shelves	Library	\$900.00	Junk
15854	1993	Wooden Table	Library	\$800.00	Junk
15895	2011	Wall Mounted Tack Board	Library	\$130.78	Junk

\$13,167.78

MEMORANDUM



To: Town Board

From: W.A. Smith

Date: August 27, 2020

Regarding: Funding Resolution for Staff Appreciation Day

For Meeting on: September 1, 2020

For many years the Town has held an annual Town-Wide Meeting that includes a breakfast for all Town employees, traditionally in October, as an appreciation for them and their work, among other purposes. For this event the Town Budget for 2020 includes \$7,000.00.

The COVID pandemic clearly precludes us from holding such an event this year.

By this memorandum I ask the Town Board to approve an expenditure of no more than \$2,000.00 from the budget for the Town-Wide Meeting, to fund a Staff Appreciation Day, to be held on a date in the weeks immediately ahead. The funds would pay for lunch for all employees on the appointed day from Harladay Hots.

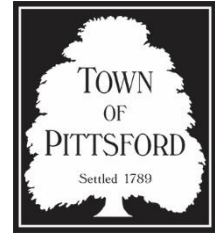
The event would take place outside of the Spiegel Community Center and would be organized in accordance with all appropriate COVID protocols.

The balance of funds remaining in the budget for the Town-Wide meeting will remain unspent.

The following resolution would be appropriate:

RESOLVED, that in lieu of the annual Town-Wide Meeting, expenditure not to exceed Two Thousand Dollars (\$2,000.00) be and hereby is approved, to provide a lunch for all Town employees as part of a Staff Appreciation Day.

MEMORANDUM



To: Town Board

From: W.A. Smith

Date: August 28, 2020

Regarding: Ratification of Contract with Constellation New Energy Inc. for Electricity Supply

For Meeting on: September 1, 2020

The Town's consultant on energy supply, Power Management, reviewed with the Board at its last meeting a proposal to replace the current electricity supply contract for Town operations, which expires in September. Power Management presented us with a product from 100% renewable sources, with options for locking in a fixed price for a period of 1 year, or 2 or 3. Power Management recommended the 3-year contract as offering the best guaranteed saving to the Town.

Day-to-day fluctuations in the market price of electricity presented a certain urgency in making a decision on this subject, in order to lock in the desirable price obtained. Accordingly, on Tuesday August 25th I wrote to all members of the Town Board by email, recommending that we approve the contract for a 3-year term, at the currently offered rate of \$0.04027 / kWh. I asked for the Board's approval to sign the contract prior to our next meeting, in order to lock in the price, on the understanding that the Board then would ratify the contract at its meeting on September 1st.

As of this writing I have received affirmative responses from three of the other four Board members and, accordingly, have executed the contract on behalf of the Town today.

As discussed with the Board, the following resolution is now required:

RESOLVED, that the contract for electricity between the Town of Pittsford and Constellation New Energy Inc., in the form attached hereto and executed by the Supervisor consequent to approval indicated by a majority of the Board, be and hereby is in all respects confirmed, ratified and approved.

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions**

CUSTOMER DISCLOSURE STATEMENT*

Length of the agreement and end date:	Your agreement with us becomes binding once signed by both of us. Subject to successful enrollment of your Account(s), we will supply each Account with electricity starting on or about the date set forth on the Account Schedule below under "Start Date", through on or about the date set forth on the Account Schedule below under "End Date", unless extended on a holdover basis as described in this Agreement. We will use commercially reasonable efforts to begin service to each Account on the actual meter read date on or about the Start Date. However, if we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment.														
Process customer may use to rescind the agreement without penalty.	As a commercial or industrial customer (rather than a residential customer), once you have signed a valid and binding agreement with us, you have no right to rescind our agreement without penalty.														
Amount of early termination fee and method of calculation:	If you terminate our contract prior to the End Date as stated above other than due to our default as specified in the agreement, you may be liable for an early termination payment calculated as the difference between (1) the prices below multiplied by the remaining anticipated usage of your account(s) and (2) the amount we would be able to resell such related services. This calculation will also apply to any subsequent Retail Trade Transactions you enter into to fix the price for a portion of your usage or for green renewable energy certificates. You will also be liable for all past due amounts as well as any costs incurred by us in connection with collecting any such amounts.														
Amount of late payment and method of calculation:	If you fail to pay within twenty (20) days of the invoice date, you are liable for late payment interest, which will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month or the highest rate permitted by law (whichever is less).														
Provisions for renewal of the agreement:	At the End Date, if for any reason you fail to renew this Agreement and/or if any Account(s) remain designated by the UDC as being served by us, we may continue to serve your Account(s) on a month-to-month holdover basis. In this case, we will charge you the Holdover Rate for the period following the End Date unless we enter into a new agreement or either of us returns your account(s) to UDC service or as being served by another supplier.														
	The Holdover Rate is your account(s)'s kilowatt-hour usage in each hour (adjusted by the applicable line loss factors) multiplied by the sum of the NYISO locational marginal price plus all costs we incur in serving the account(s) plus our fee (specified in the Agreement as \$.007250/ kWh) plus applicable Taxes. We will use the day ahead locational marginal price for all account(s).														
Conditions under which savings to the customer are guaranteed:	There are no guaranteed savings for this product.														
Fixed or Variable, (explanation of how the price is determined):	<p>Your bill is calculated using the fixed prices below and the quantities of use indicated for each price. For each of the items listed as fixed below, this means the item is included in your fixed price. For each of the items listed as passed through below, you will be charged a variable price to cover the costs associated with the item. The prices do not include UDC charges and Taxes (except in the case of NYC UXT (defined below) when Utility Consolidated billing is used).</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Energy Cost</td> <td>Fixed</td> </tr> <tr> <td>Ancillary Services And Other ISO Costs</td> <td>Fixed</td> </tr> <tr> <td>Capacity Costs</td> <td>Fixed</td> </tr> <tr> <td>Line Loss Costs</td> <td>Fixed</td> </tr> <tr> <td>NY TOTS Project Costs</td> <td>Fixed</td> </tr> <tr> <td>NY ZEC Program Costs</td> <td>Passed Through</td> </tr> <tr> <td>NY REC Program Costs</td> <td>Passed Through</td> </tr> </table>	Energy Cost	Fixed	Ancillary Services And Other ISO Costs	Fixed	Capacity Costs	Fixed	Line Loss Costs	Fixed	NY TOTS Project Costs	Fixed	NY ZEC Program Costs	Passed Through	NY REC Program Costs	Passed Through
Energy Cost	Fixed														
Ancillary Services And Other ISO Costs	Fixed														
Capacity Costs	Fixed														
Line Loss Costs	Fixed														
NY TOTS Project Costs	Fixed														
NY ZEC Program Costs	Passed Through														
NY REC Program Costs	Passed Through														

The costs associated with those cost components identified above as "fixed" are included in the prices set forth in the table below.

FOR INTERNAL USE ONLY

Price(s) for Fixed Price Solutions:

First Available Start Date	Last Available End Date	Retail Service Price (\$/kWh)
10/01/20	10/28/23	\$0.04027

* This Customer Disclosure Statement has been provided pursuant to applicable law and is meant to be an abridged summary of our agreement. This Customer Disclosure Statement is not meant to cover all of the terms of our agreement and reading this Customer Disclosure Statement should not be a substitute for reading our agreement in full. Please see the complete agreement for all applicable terms and conditions.

FOR INTERNAL USE ONLY

TOWN OF PITTSFORD ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

NewMix® consists of Green-e® Energy certified renewable energy certificates, sourced from wind Renewable Resources located within the United States ("RECs"). The fixed prices above include in an amount of these RECs equal to 100 percent of your load volume at the Accounts during the term of this transaction. "Renewable Resource" means any electric power generator meeting the eligibility criteria of a "New Renewable Resource" and an "Eligible Renewable Resource", as defined in the Green-e® Energy National Standard. NewMix® is Green-e® Energy certified and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org. The RECs included in the NewMix® product do not include any tax credits, depreciation allowances or third party subsidies of any kind.

Emissions Reduction Disclaimer. In accordance with Green-e® Energy certification requirements, RECs procured hereunder include all greenhouse gas emission reduction benefits associated with the renewable generation that produced such RECs, including carbon dioxide (CO2) reduction benefits, but do not include emission reduction benefits associated with capped and traded pollutants, including sulfur dioxide (SO2), mercury (Hg), and the oxides of nitrogen (NOX). Furthermore, Seller does not represent or warrant that the RECs procured hereunder can be used as offsets or otherwise for compliance with any emission reduction program.

Public Statements. Any press release issued by either party relating to the subject matter hereof shall be subject to prior approval by the other party. No materials disclosed to third parties under this clause shall reference the specific terms of this transaction without the prior written approval of the non-disclosing party. Customer is solely responsible for determining whether any marketing materials or other public claims made by Customer related to Customer's purchase of electricity hereunder, including but not limited to Customer's use, if any, of the Green-e® Energy logo, comply with Green-e® Energy requirements and any licensing agreement between Customer and Green-e® Energy or the Center for Resource Solutions.

Indemnification. In addition to, and not in lieu of, any indemnification provisions applicable to the parties, you agree to defend, indemnify and hold us harmless from and against all claims arising out of or related to the manufacture, sale, distribution or any other dealing with the products or your marketing/advertising materials related to this transaction, the RECs, or your use of the Green-e® Energy logo. This indemnification does not apply to the extent a court of competent jurisdiction makes a final determination that a Claim for which we seek indemnification was primarily caused by our willful fraud or deceit.

Change in Certification Standard. If the Green-E® Energy certification requirements are modified or repealed after execution hereof but prior to delivery of RECs hereunder, in such a way as to materially adversely affect the ability of a party to perform its obligations hereunder or the benefits to be derived by a party hereunder (each such occurrence, a "Change Event"), the parties shall use commercially reasonable efforts to reform this transaction in order to give effect to the original intention of the parties. If the parties are unable, despite such efforts, to reform this transaction within thirty (30) days following such Change Event, the matter shall be resolved in accordance with the dispute resolution provisions applicable to the parties.

Renewable Energy Certificate (REC) Product: NewMix® is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, log-on to www.green-e.org/rec.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed

FOR INTERNAL USE ONLY

Capacity Costs	Fixed
Line Loss Costs	Fixed
NY TOTS Project Costs	Fixed
NY ZEC Program Costs	Passed Through
NY REC Program Costs	Passed Through

The contract prices contained in the Account Schedule include any credit costs and margin.

NY TOTS Project Costs: Customer's contract price includes New York Transmission Owner Transmission Solution ("TOTS") Project Costs. Such NY TOTS Project Costs are considered "Fixed" under this Agreement and are included in the contract price. In the event that the NY TOTS Project Costs are modified, amended or otherwise adjusted in any way, then any such modification, amendment or adjustment may be deemed a change in law pursuant to terms of this Agreement. "NY TOTS Project Costs" means costs implemented by the NYISO and associated with the development of the transmission facilities in New York as approved by FERC pursuant to order 154 FERC 61,196 issued on March 17, 2016.

Capacity Cost (Fixed): You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on the UDC's regular adjustments to your ICAP Tag (kW). "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$.007250/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice

FOR INTERNAL USE ONLY

was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of New York that the electricity supplied under this Agreement is not for use at a residence. You acknowledge and agree that title passes from us to you at the ISO/UDC interconnect.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

Consumer Protections. The New York State Department of Public Service (DPS) will not resolve disputes or complaints associated with the services provided under this Agreement. However, the DPS will monitor inquiries and contacts from non-residential customers regarding energy service companies, and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply electricity or natural gas in New York State. The DPS Office of Consumer Services can be reached: by telephone toll free at 1-888-697-7728; in writing at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting www.dps.state.ny.us.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Rochester Gas and Electric	RGE	1-800-743-1701

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

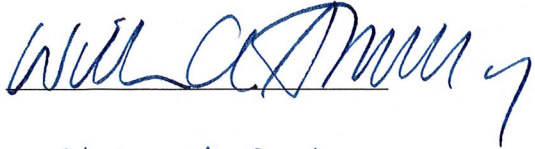
FOR INTERNAL USE ONLY

Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: Town of Pittsford

Signature: _____

Signature: 

Printed Name:

Printed Name: *William A. Smith, Jr.*

Title:

Title: *Supervisor*

Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002
Attn: Contracts Administration

Date: *August 28, 2020*

Address: 11 S Main St
Pittsford, NY 14534-1995

Fax: 888-829-8738

Fax:

Phone: 844-636-3749

Phone: *(585) 248-6220*

Email: *wsmith@townofpittsford.org*

FOR INTERNAL USE ONLY

General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

"Non Time Of Use" or "NTOU" means all hours of each day.

"NY ZEC Program Costs" means any cost related to the purchase of zero-emissions credits ("ZEC's") from New York nuclear generating facilities associated with the "Order Adopting a Clean Energy Standard" in DPS Case 15-E-0302.

"NY REC Program Costs" means any cost related to the purchase of eligible renewable energy certificates ("REC's") associated with the "Order Adopting a Clean Energy Standard" in DPS Case 15-E-0302.

"NYC UXT" means New York City Utility Excise Tax.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay

your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

FOR INTERNAL USE ONLY

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was **not** prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will **not rely** on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price. Customer agrees and acknowledges that the information associated with the Account(s) hereunder, including but not limited to usage data, the UDC issued account numbers, service address and any other such information contained in this Agreement are not considered confidential or protected information. Therefore, Seller is authorized to send unencrypted email messages to Customer and/or Customer's authorized agent or representative which email may include a copy of this Agreement or other Account(s) related information necessary for Seller to perform its obligations under this Agreement.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will

FOR INTERNAL USE ONLY

be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

FOR INTERNAL USE ONLY

2020 PROSPECTIVE PRODUCT CONTENT LABEL¹

NewMix® is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefit of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, see www.green-e.org/rec.

NewMix® matches 100% of your electricity usage for the term of the contract.

The product will be made up of the following renewable resources.

Green-e® Energy Certified New ² Renewables in NewMix®		Generation Location
-Wind	100%	National
TOTAL	100%	

1. These figures reflect the renewables that we have contracted to provide. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historical Product Content Label the actual resource mix of the RECs.

2. New Renewables come from generation facilities that first began commercial operation within the past 15 years.

For comparison, the average mix of energy sources in 2018 supplying the US includes: Coal (28%), Nuclear (19%), Oil (0%), Natural Gas (32%), Large Hydroelectric (7%), Wind (7%), Biomass (1%), Solar (2%), Petroleum (less than 1%), Geothermal (less than 1%) and Other (1%). (from U.S. Department of Energy/Energy Information Administration)

For specific information about this REC product, please contact Constellation NewEnergy, Inc., 844-636-3749, customercare@constellation.com, www.constellation.com.



NewMix® is Green-e® Energy certified and meets the environmental and consumer-protection standards set forth by the non-profit Center for Resource Solutions. Learn more at www.green-e.org.

FOR INTERNAL USE ONLY

ACCOUNT SCHEDULE:

For: Town of Pittsford

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on August 25, 2020

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 35

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
RGE	R01000053507703	170 Jefferson Road W Kings Bend, Pittsford, NY 14534-2338	10/24/20	10/25/23	\$0.04027
RGE	R01000054917935	3950 EAST AVE KNOWLTONCK, ROCHESTER, NY 14618	10/23/20	10/22/23	\$0.04027
RGE	R01000054917943	PITTSFORD MANOR LA, PITTSFORD, NY 14534	10/24/20	10/25/23	\$0.04027
RGE	R01000054917950	210 MENDON RD MILEPOST, PITTSFORD, NY 14534	10/24/20	10/25/23	\$0.04027
RGE	R01000054917968	1 PARK RD PUMPII, PITTSFORD, NY 14534	10/24/20	10/25/23	\$0.04027
RGE	R01000054917976	BRICKSTON DR LIFTST, PITTSFORD, NY 14534	10/24/20	10/25/23	\$0.04027
RGE	R01000054917984	NEAR 37 CANDLEWOOD DR, PITTSFORD, NY 14534	10/25/20	10/26/23	\$0.04027
RGE	R01000054918420	6 Downing Drive, PITTSFORD, NY 145343612	10/21/20	10/20/23	\$0.04027
RGE	R01000054931092	22 NORTH MAIN ST P O P, PITTSFORD, NY 14534	10/30/20	10/28/23	\$0.04027
RGE	R01000054931662	NEAR 20 POINCIANA DR, PITTSFORD, NY 14534	10/24/20	10/25/23	\$0.04027
RGE	R01000054935283	529 MARSH RD PUMPS, PITTSFORD, NY 14534	10/22/20	10/21/23	\$0.04027
RGE	R01000055028724	2600 LEHIGH STATION RD KENSINGTON, PITTSFORD, NY 14534	10/24/20	10/25/23	\$0.04027
RGE	R01000055028831	5 DUNNEWOOD CT AUTUMN WDS, PITTSFORD, NY 14534	10/24/20	10/25/23	\$0.04027
RGE	R01000055166383	625 MARSH RD G E P, PITTSFORD, NY 14534	10/22/20	10/21/23	\$0.04027
RGE	R01000055166391	631 MARSH RD, PITTSFORD, NY 14534	10/22/20	10/21/23	\$0.04027
RGE	R01000055950299	4358 EAST AVE NW ENG PMP, ROCHESTER, NY 14618	10/30/20	10/28/23	\$0.04027
RGE	R01000057404386	Street Lighting TN @ Larg, PITTSFORD, NY 14534-1309	10/01/20	09/30/23	\$0.04027
RGE	R01000057404394	Street Lighting 1-2 Poles, Pittsford, NY 14534-0000	10/01/20	09/30/23	\$0.04027

FOR INTERNAL USE ONLY

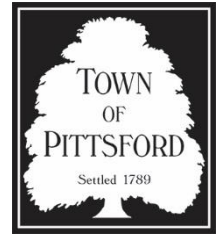
RGE	R01000057404402	Street Lighting 3-6 Poles, PITTSFORD, NY 14534-0000	10/01/20	09/30/23	\$0.04027
RGE	R01000057404410	Street Lighting 7 or More, PITTSFORD, NY 14534-0000	10/01/20	09/30/23	\$0.04027
RGE	R01000057404428	Street Lighting Pole Main, PITTSFORD, NY 14534-1309	10/01/20	09/30/23	\$0.04027
RGE	R01000057410532	Street Lighting Stonetn, EO, Pittsford, NY 14534-1800	10/01/20	09/30/23	\$0.04027
RGE	R01000057638918	35 LINCOLN AVE S C C, PITTSFORD, NY 14534	10/24/20	10/25/23	\$0.04027
RGE	R01000057638926	9 REITZ PKWY PUMP STATI, PITTSFORD, NY 14534	10/24/20	10/25/23	\$0.04027
RGE	R01000057638967	1 ROBBINS RD PARKS, PITTSFORD, NY 14534	10/24/20	10/25/23	\$0.04027
RGE	R01000057640252	170 JEFFERSON RD W KINGS BEND, PITTSFORD, NY 14534	10/24/20	10/25/23	\$0.04027
RGE	R01000057640310	500 MENDON RD THORNLFMPK, PITTSFORD, NY 14534	10/24/20	10/25/23	\$0.04027
RGE	R01000057640476	60 Golf Avenue, PITTSFORD, NY 145341402	10/30/20	10/28/23	\$0.04027
RGE	R01000057640484	3899 MONROE AVE PSD, PITTSFORD, NY 14534	10/30/20	10/28/23	\$0.04027
RGE	R01000057640500	11 SOUTH MAIN ST TOWN HALL, PITTSFORD, NY 14534	10/30/20	10/28/23	\$0.04027
RGE	R01000057640526	24 State Street Library, PITTSFORD, NY 145342028	10/30/20	10/28/23	\$0.04027
RGE	R01000059530923	15 GREYTHORNE HILL PUMP STA, PITTSFORD, NY 14534	10/25/20	10/26/23	\$0.04027
RGE	R01000060065042	295 FAIRPORT RD PUMP STA, EAST ROCHESTER, NY 144451918	10/25/20	10/26/23	\$0.04027
RGE	R01000060701554	65 WILLARD RD PARK, PITTSFORD, NY 145349433	10/24/20	10/25/23	\$0.04027
RGE	R01000060701562	5 BARKER RD PARK, PITTSFORD, NY 14534	10/25/20	10/26/23	\$0.04027

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to Power Management Company, LLC ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

FOR INTERNAL USE ONLY

MEMORANDUM



To: Pittsford Town Board

From: Cheryl Fleming, Personnel Director

Date: August 27, 2020

Regarding: Recommendations for Hiring/Personnel Adjustments

For Meeting On: September 1, 2020

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
Hayes Wallman	Town Clerk	Data Entry Clerk/Deputy Town Clerk - FT	\$23.12	08/24/2020
Brian Perry	Maintenance	Cleaner II – PT	\$13.50	08/28/2020
Megan Maher	Recreation	Assistant III – PT	\$13.43	09/08/2020
Jessica Tantalo	Library	Clerk – PT	\$16.46	09/14/2020

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.

Name	Dept	Position	Rate	Date of Hire
Hayes Wallman	Town Clerk	Data Entry Clerk/Deputy Town Clerk - FT	\$23.12	08/24/2020
Brian Perry	Maintenance	Cleaner I – PT	\$13.50	08/28/2020
Megan Maher	Recreation	Assistant III – PT	\$13.43	09/08/2020
Jessica Tantalo	Library	Clerk – PT	\$16.46	09/14/2020

In the event the Town Board determines that the proposed action should be taken, I move that the subject employees be approved for the date of hire as indicated.