

Agenda of the July 8, 2020 Regular Caroga Town Board Meeting

This Meeting is by Conference Call only via Zoom.com or Dial toll free 1(929)205-6099 the meeting ID is 880 4533 0654 and the password is 372694.

Call Meeting to order:

Roll Call:

Pledge of Allegiance:

Congratulations on the Caroga Fire Company on its Ground Breaking Ceremony July 1st.

Comments on the resolutions: -Supervisor

Public Comment:

Department Reports:

Assessor's Report – Hayner
BTI – Delesky
Clerk/Tax Collector/Registrar/RMO – Gilbert Web site
Code Enforcement & Sanitation – Duesler
Dog Control – Dutcher
Golf Course – Jennings
Highway – Voght
Lakes Management Program – Glenn, Harazin, Centi -
Town Hall Building – Travis
Youth – Cancelled for the year
Historian – Nilsen
Wheelerville Bike Trail - *Manning*
PLRT Commission – Centi
Sewer Study – Glenn

Supervisor's Report:

Pride in our community: Beach clean-up at Sherman's, refurbishing the entrance sign on South Shore West Caroga Road, triangle maintenance at Routes 10 and 29A.

Addressed the West Caroga Lake Association on June 27th.

Sewer study meeting June 26th.

The Town will publish a "Town Topics" newsletter to inform the public of Town Highlights. Finalized the Street lighting agreement with RealTerm Energy. Project to start in the next three weeks to do the inventory, then we go for financing, purchase the existing lighting, design the new lighting, and finally install the new lighting. Total project length 6 to 7 months.

Census, Need town's people to fill out the forms as soon as possible.

Supervisor inspected the Green Lake access to Kane Mountain Trail. A letter has been drafted by Tor Shekerjian to request the DEC to address the parking issue. I am sketching a parking plan to present to the DEC to provide an additional 25 parking spaces to go along with the request.

The Covid19 Virus: The threat is still very real even though our community has only been affected minimally in comparison to other areas. Please continue to abide by CDC and State and Local Health official guidelines. There is no better defense than personal action and protection.

Budget News:

Golf Course revenues are up 8.7% y/y
Building permit revenue is up 23.2% y/y
Total General Fund revenue is up 4.9% y/y
Town expenditures are up 9.9% y/y. This is a timing issue. Other than legal expense, expenditures are under control.
Highway revenue is up 3% y/y
Highway expenditures are down 17.7% y/y.
Total cash on hand in general fund is up 2.5% y/y.
Total cash on hand in the highway fund is up 15.1% y/y.

Old Business:

Franchise Agreement with Time Warner- No new information.
Advertising for a back-up maintenance person.

New Business:

Discuss changing the start time of Town Board meetings to 6:30 PM.
Discuss parking issues along the East Shore Rd. of West Caroga Lake.
Discuss the re-opening of the brush dump.
Discuss tenting in residential areas.
NBT Caroga Book Account
Request for continued use of Town hall by Snowmobile Club
Request for a donation to CAC Charity Golf Tournament of Golf for four

Correspondence:

US Census to conduct training sessions at Town Hall during July 14, 31; August 1,3,4,5, & 13.
MANG Insurance requested a meeting to discuss our liability insurance renewal.
Phone calls to the Supervisor requesting shorter Town Board Meetings and an earlier start time.
Offer to donate the old voting machine to the historical society was made by the Supervisor.
Email Request for more information of the Wheelerville Bike Trail from Rob Gray. He is very interested in using the trail, and wanted to know when it would be open.

Notice from adjacent Town of expansion of campsites along Peck's Lake

Resolutions:

2020-xxx : To Contract with Ferguson and Foss to survey the Town lot on East Shore Road, West Caroga Lake for \$600.00.

2020-xxx : Resolution to allow the PRLT Commission up to spend up to \$4,000 using the approved 2020 budgeted lines:

AO 6410-40 Publicity C.E. \$2,000, and

AO-7550-40 Celebrations \$2,000.

Expenses to be verbally pre-approved by the Supervisor for advertising, and promotional endeavors including flag purchases, brochures, printing, prizes, and other direct expenses in line with publicity and celebrations.

Note: The Golf Course already has a publicity line item, AO-6410-41 in the amount of \$2,000. These funds are exclusive to the golf course and are managed by Steve Jennings.

As mentioned previously, the use of these funds will improve the town appearance and provide additional advertising and promotional funding to bring visitors to Town to support our area businesses. Very important at this time due to the effects of the Covid19 Virus impact on our community as well as all other communities.

2020-xxx : Resolution to refund the annual golf course membership to a golfer who became ill in the amount of \$450.00.

2020-xxx : Resolution to approve a change order for Upstate Painting to paint the lower wall of the former stage area for \$100.00.

Tentative: Resolution wording in process.

Call for a public hearing for a Resolution to require that all new water wells be registered with Code Enforcement. Encourage existing owners of wells to provide well information to Code enforcement. Information requested would be the name of the well driller, the total depth of the well, the depth of the casing, well recovery rate.

Call for a public hearing to re-zone the Town Hall property SBL #68.9-3-2 and SBL#68.9-3-3 to Hamlet, for August 12, 2020 at 6:30 PM. Note that a new SBL number is going to be assigned to the combined parcels. That new number will be assigned before the public hearing.

Next meeting August 12, 2020. Time? In Person? In Gym? Limited attendance? Keep Zoom?

Approval of the 6/17 minutes & pay the bills as presented for audit

Town of Caroga

Department Monthly Update to the Town Board

Department Heads – Please complete and submit this update by 12 pm the Friday prior to the monthly town board meetings. Do your best to keep this update to just one page. Simple bullets for the updates are fine. Routine department updates will not be presented during board meetings. Only items in the “Requests or decisions for the Town Board” and “Key Points/Updates” sections will be discussed during the board meetings. Thank you.

Description	Information/Update
Department:	ASSESSOR
Department Head:	Vicki Hayner
Date of Report:	July 7, 2020
Requests for Town Board Decisions:	None
Key Points/Updates:	The 2020 Final Assessment roll is complete and the County will work on and will be available for public review by July 1 st . I am now working on adding sales for the 2021 assessment roll as they are received from the County and entering and following up on Building permits. I continue to be in the office on Tuesdays from 9:00 AM – 2:00 PM.
Routine Updates:	

Account Description	Fee Description	Account#	Qty	Local Share
Car & Trailer Permit	Car & Trailer	A2130	1	50.00
Car permit	CAR	02020	53	835.00
			Sub-Total:	\$885.00
Conservation	Conservation	A1255	8	21.23
			Sub-Total:	\$21.23
Dog Licensing	Female, Spayed	A2544	12	48.00
Dog Licensing	Female, Unspayed	A2544	2	24.00
Dog Licensing	Male, Neutered	A2544	14	56.00
			Sub-Total:	\$128.00
GENERAL LIC.	Temp. Truck Or Trailer	A2130	8	160.00
			Sub-Total:	\$160.00
MISC. FEES	Copies	A2770	72	18.00
MISC. FEES	Trailer Park License	A2501	2	1,415.00
			Sub-Total:	\$1,433.00
Permit Fee	Dispose Of Appliance	A2130	13	65.00
			Sub-Total:	\$65.00
Transfer Station Permits	Car, Truck, or Trailer	02020	3	50.00
Truck or Trailer permit	Truck or Trailer	02020	53	1,820.00
			Sub-Total:	\$1,870.00

Total Local Shares Remitted: \$4,562.23

Amount paid to: NYS Ag. & Markets for spay/neuter program 32.00

Amount paid to: NYS Environmental Conservation 363.77

Total State, County & Local Revenues: \$4,958.00

Total Non-Local Revenues: \$395.77

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Linda M. Gilbert, Town Clerk, Town of Caroga during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Supervisor Date

Linda Gilbert
Town Clerk

7-1-2020
Date

RECEIPT		No. 490896
DATE	<i>July 1, 2020</i>	
FROM	<i>Linda Gilbert</i>	\$452.23
<i>four thousand five hundred sixty two 23/100 DOLLARS</i>		
<input type="radio"/> FOR RENT <input type="radio"/> FOR <i>fees/licenses</i>		
ACCT.	<input checked="" type="radio"/> CASH	FROM _____ TO _____
PAID	<input type="radio"/> CHECK	
DUE	<input type="radio"/> MONEY ORDER	
	<input type="radio"/> CREDIT CARD	
		BY <i>[Signature]</i>



STATE OF NEW YORK
 DEPARTMENT OF TAXATION AND FINANCE
 OFFICE OF REAL PROPERTY TAX SERVICES
 WA Harriman State Campus
 Albany, N Y 12227
 (518) 530-4900

RP31
 Dated
 June 17, 2020

FYI

CERTIFICATE OF FINAL SPECIAL FRANCHISE FULL VALUE

For city and town assessment roll to be filed in 2020

Mr. Scott Horton, Supervisor 172400
 Town of Caroga
 P.O. Box 328, Town Hall
 Caroga Lake, NY 12032

The State Office of Real Property Tax Services has determined the final special franchise full values for the following special franchise companies at the amounts shown below. The full values were determined in accordance with Article 6 of the Real Property Tax Law and Part 8197 of Title 20 of the Official Compilation of Codes, Rules and Regulations of the State of New York. The full values include both the value of the tangible property situated in, upon, under or above public streets, highways, waters and other public places and the value of the franchise, right, authority or permission to occupy such public streets, highways, waters and public places.

Town of Caroga, Fulton County	<u>Full Value Number</u>	<u>Final Full Value</u>
Niagara Mohawk dba Nat'l Grid 300 Erie Blvd West Syracuse, NY 13202	132350-1724	\$2,461,968
Citizens Telecom Co of NY P.O. Box 2629 Addison, TX 75001	618750-1724	\$327,361
Time Warner of Albany 7820 Crescent Executive Drive Charlotte, NC 28217	906780-1724	\$107,966
Grand Total		<u>\$2,897,295</u>

Timothy J. Maher
 Director of Real Property Tax Services



52 South Broad Street
Norwich, New York 13815





May 2020

Reporting Activity 05/01 - 05/31

Page 1 of 2

TOWN OF CAROGA
CAROGA BOOK
PO BOX 328
CAROGA LAKE NY 12032-0328

At Your Service

-  Customer Service: 1-800.NBT.BANK (1.800.628.2265)
-  Website: nbtbank.com
-  Loan Payment Address: P.O. Box 149 Canajoharie, NY 13317
-  Email Address: customerservice@nbtbank.com

Summary of Accounts

Account Type	Account Number	Ending Balance
Government Checking	CAROGA BOOK XXXXXXXX7892	\$2,175.00

Government Checking - XXXXXXXXX7892

Account Summary

Date	Description	Amount
05/01/2020	Beginning Balance	\$2,175.00
	0 - Checks / Debits	\$0.00
	0 + Deposits / Credits	\$0.00
05/31/2020	Ending Balance	\$2,175.00

Account Activity

Transaction Date	Description	Debits	Credits	Balance
No activity this statement period				

Daily Balances

Date	Amount
04/30/2020	\$2,175.00

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

NBT BANK, N.A.
52 SOUTH BROAD STREET
NORWICH NY

6-26-2020

13815

Account: 151107892

NBT Bank would like to remind you that accounts remaining inactive for at least 24 months are considered dormant and may be assessed a fee. The date of the last transaction on this account was 7/27/2018.

This notice is to inform you that your account may be turned over to the state, after a period of time, as required by state laws regarding abandoned property. To ensure that your account stays active, please visit an NBT Bank office within 30 days to conduct a transaction on your account.

18

Balance: 2,175.⁰⁰

TOWN OF CAROGA
CAROGA BOOK
PO BOX 328
CAROGA LAKE NY 12032-0328

Linda Gilbert

From: Mary Gilmour <2gilmours@gmail.com>
Sent: Tuesday, July 07, 2020 12:27 PM
To: Linda Gilbert
Subject: Save the Dates

Would you please put the Nick Stoner Trailers Snowmobile Club on the calendar for the meeting room on the following Thursday dates:

September 17
October 15
November 19
January 21
February 18
March 18
April 15

FYI the Christmas Party will be on December 17, location TBA.

Also, FYI, the Poker Run will be on Feb. 6, Raindate Feb. 20.

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Mary & Rick Gilmour



July 7, 2020

Steve Jennings
Nick Stoner Municipal Golf Course
1803 NY-10
Caroga Lake, NY 12032

Dear Mr. Jennings:

Caroga Arts Collective will be presenting the 2nd annual Caroga Arts Golf Outing, a golf tournament fundraiser open to all, on Sunday, August 9, 2020 from 9am at the Nick Stoner Municipal Golf Course.

As part of the promotion, we would like to kindly request if Nick Stoner Municipal Golf Course would consider offering one free round of golf for four players as one of the prizes for the tournament.

Thank you for your consideration and we look forward to having this event at Nick Stoner Municipal Golf Course again this year.

Sincerely,

Hinano Ishii

Hinano Ishii
Assistant Executive Director
Caroga Arts Collective
PO Box 1048
Caroga Lake, NY 12032

Kyle Barrett Price, Artistic & Executive Director
PO Box 1048, Caroga Lake, NY 12032
CarogaArts.org | info@carogaarts.org | 518.832.2041

Reigniting the Caroga Experience

Linda Gilbert

From: Kimberly Hart <kimhart1111@gmail.com>
Sent: Tuesday, July 07, 2020 11:13 AM
To: Linda Gilbert
Subject: Caroga Arts Charity Golf Tournament at Nick Stoner
Attachments: Nick Stoner in kind letter.docx; Untitled attachment 00016.htm

Good Morning Linda,

Attached please find a copy of a letter from the Caroga Arts Collective requesting a Gift Certificate for a free round of golf for (4) to give away at our upcoming charity golf tournament at the Nick Stoner Golf course. I have already talked to Steve Jennings and he is good with it and he has generously donated (2) carts to go along with the package.

In addition, since we are practicing social distancing, we would like to request the use of the Pavillon on August 9th to gather and distribute prizes. It will be a quick signup and go starting at 8am, then meet after to distribute prizes and go.

Can you please make sure these items get on the agenda and presented to the upcoming Town Board Meeting for approval on July 8th? We are on a tight deadline with all the COVID delays, and appreciate your assistance.

Please confirm receipt and thank you again for your help.

Best,

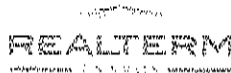
Kim Hart
CAC Tournament Director
518-791-3181
kimhart1111@gmail.com

NOTICE OF PUBLIC HEARING

Please take notice that the Planning Board of the Town of Johnstown will hold a Public Hearing on July 14, 2020 at 6:00 p.m. at Town Hall located at 2753 State Highway 29, Johnstown, NY 12095, for the purpose of reviewing Peck Associates, Inc. and Wendell Taylor Corporation's Special Use Permit for a campsite expansion along Peck's Lake in the Town of Johnstown (Tax Map Parcel No. 100.-3-2). Anyone wishing to view the Special Use Permit may do so during normal business hours at the Fulton County Planning Department.

Eric VanAlstyne, Chairman
Town of Johnstown Planning Board

July 3, 2020



PROFESSIONAL SERVICES AGREEMENT

BETWEEN

Town of Caroga, NY

AND

RealTerm Energy US, L.P.

FOR THE CONVERSION OF PUBLIC STREET LIGHTING TO LED

1. PARTIES

This contract (hereinafter referred to as the "Agreement") is made and entered into on this 1 day of July, 2020, by and between the Town of Caroga, NY with a mailing address of, 1840 State Highway, Caroga Lake, New York 12032 (hereinafter referred to as the "Town"); and RealTerm Energy US, L.P., a Delaware limited partnership, with a mailing address of 201 West Street, Annapolis, MD 21401 (hereinafter referred to as the "Consultant".)

WHEREFORE, the Consultant has responded to the Town's request to submit a preliminary technical and budgetary proposal for street light conversion services on 5/18/2020.

WHEREFORE, the Town evaluated the proposal and deemed the Consultant's technical and budgetary proposal the most highly advantageous for the scope of services requested.

WHEREFORE, the Town has relied on the presentation made by the Consultant in addition to the respective proposal.

NOW THEREFORE, in exchange for the good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant shall agree to be bound by the terms and conditions contained in this Agreement as follows:

2. SCOPE OF WORK

In consideration of the mutual promises contained herein and the payment terms set forth in Section 4 of this Agreement, the Consultant shall perform the services as outlined below:

2.1. Task 1 – GIS Streetlight Audit: Undertake a Geographic Information Systems (GIS) audit of the Town's existing roadway luminaires, park lights, and/or parking lot lights.

- a) The Consultant will compile an inventory of the existing public street lights via a Geographic Information Systems (GIS) inventory assessment. The Consultant will collect and report on the following attributes:

Table 2.1.

Table with 2 columns and 5 rows: GPS Location (XY coordinates), Pole Setback, Street Name, Pole Material, Data Collection Date, Road Width, Luminaire Type, Road Classification, Lamp Wattage, Pedestrian Activity^1

^1 RP-8-2018 refers to "Pedestrian Conflict", as a level of pedestrian activity in the first hour after dark, with the following ranges: - Low activity is fewer than 10 pedestrians per block in the first hour (normally a residential area) - Medium activity is between 11 and 100 pedestrians per block in the first hour - High activity is over 100 pedestrians per block in the first hour (normally a downtown area)

Mounting Height	Pole Usage
Arm Length	Visible problems that may affect the project (tree trimming, transformer present, primary wire, high reach, inaccessible by vehicle)
Connection Location (overhead or ground)	General Comments
Wire Location	

- b) Throughout the inventory assessment process, the Consultant will report all relevant matters to the Town, prepare any necessary interim reports and review and address with the Town all relevant issues, on a timely basis, in order to minimize any delay on the eventual conversion.
- c) The Consultant will produce an electronic inventory map using ESRI's online mapping system and will provide the Town with access to the online map upon completion of the GIS Streetlight Audit. The Town shall review and approve the electronic inventory map within forty five(45) days of delivery. The Consultant shall not proceed with the next tasks without Town's approval of the electronic inventory map.
- d) Unless otherwise stated or agreed, this agreement excludes the GIS audit of all other outdoor lighting including but not limited to sport fields lighting, exterior building lighting, aesthetic landmark lighting etc. for which a separate agreement may be required and additional pricing will apply.

2.2. Task 2 – Streetlight Acquisition: The Consultant will assist the Town in the acquisition of existing streetlights from National Grid. Such assistance shall be limited to the following:

- a) Review of the current utility streetlight inventory against data obtained from the GIS streetlight audit
- b) Provide an opinion as whether further action is required in the negotiation of the final purchase price

If the Town so decides to pursue further action and engage the services of the Consultant in negotiating a purchase price, this shall be considered an increase to the scope of work for which the Consultant shall charge \$75.00 per hour plus related out of pocket outlays.

2.3. Task 3 – Selection of Equipment Manufacturer(s) and Installer(s):

- a) Selection of equipment
 - i. The Consultant shall evaluate relevant streetlight products using a competitive purchasing process, involving non-proprietary performance specifications describing applicable photometric, electrical, physical, and durability characteristics of the luminaires and related products, to recommend the most suitable supplier(s). The Consultant shall conduct this process with specific reference to local roadway conditions. The Town shall approve the luminaires based on the Consultant's recommendation and on the specifications required by the Town.
 - ii. The Consultant shall assist in the management of the competitive purchasing process on behalf of the Town pursuant to applicable law.
 - iii. The Consultant shall provide an evaluation report summarizing the technical and financial criteria of recommended streetlight products.

b) Selection of installer(s)

- i. Through a competitive purchasing process, the Town will work with the Consultant to develop detailed installation specifications and engage a firm, authorized by the electric utility which provides service to the Town, to work on their grid and install the light fixtures. It is understood by both parties that although the selected installer shall be a subcontractor of the Town, the Consultant shall be fully responsible for managing the installer on behalf of the Town.
- ii. The Consultant shall assist in the management of the competitive purchasing process on behalf of the Town.

2.4. **Task 4 – Photometric Design:** Perform a comprehensive lighting design analysis to determine luminaire selection.

- a) The design analysis and the determination of adequate light levels for safety of pedestrians, cyclists, and vehicles shall be performed in accordance with the Illuminating Engineering Society (IES) Standard for Roadway Lighting (RP-8-18) or, where applicable, in accordance with such other standards or criteria as the parties may mutually agree in writing. Consultant will use its best efforts to identify the locations that the RP-8-18 standards will or will not be met in its design recommendations to the Town based on pole placement and the selected fixtures, however, absent negligent acts or omissions by the Consultant in making its design analysis, Consultant will not have any liability to the Town or any third party for the failure by the ultimate lighting system installed to meet any specific performance standard or lighting requirement, as the Town acknowledges that Consultant does not guaranty the performance of any particular lighting installation or fixture, nor can it reasonably anticipate such performance in all possible locations and conditions. The Town recognizes that existing pole placement limits the degree to which IES standards may be met.
- b) Lighting designs through photometric modelling shall be performed for each materially unique roadway application that display similar roadway layout and lighting asset conditions. Roadway segments or individual lights that cannot be formally designed using the aforementioned method, shall be specified using best practices for the roadway conditions on-site.

2.5. **Task 5 – Smart Control Consultation:** The Consultant will advise the Town on the use of available lighting control systems in terms of impact on safety, standardization, potential energy cost savings and total life cycle cost of the system. The Consultant may also propose to the Town any other value-add systems and discuss with the Town their financial impact, commercial readiness, and alignment with utility policies.

2.6. **Task 6 – Investment Grade Audit Report:** Provide an Investment Grade Audit (IGA) report.

- a) Based on the inventory assessment, utility bill analysis, and consultation on controls and/or other products, the Consultant shall prepare an IGA Report; a comprehensive analysis, adequate for the purpose of obtaining financing, should the Town decide to do so, which, apart from the inventory attributes previously mentioned, shall include:

- i. Recommendations on how to address identified serious deficiencies in the current street lighting network along with the Consultant's best estimate of associated additional costs. The Town will direct the Consultant on how to address these issues before the procurement of equipment and installation stages commence.
 - ii. Baseline energy use, energy cost and operations and maintenance costs.
 - iii. Estimated retrofit energy use and operations and maintenance costs.
 - iv. Sources of funding, including any available rebate programs.
 - v. Calculation of estimated total conversion cost, energy and maintenance cost reduction, and payback.
- b) A comparative analysis of all viable options including but not limited to the following:
- i. Status quo - do not replace light fixtures and continue reliance on the utility to maintain the existing system.
 - ii. Take ownership of all existing fixtures, replace existing fixtures including installation of new fuses and rewiring where necessary.
- c) The IGA Report shall be submitted to the Town for review and approval. The Consultant shall not proceed with following tasks if without Client's approval of the IGA.

2.7. Task 7 – Procurement Services:

- a) Equipment
- i. Carry out all services related to ordering, delivery, receipt, verification and inspection of all equipment purchases, including inventory control throughout the installation process.
- b) Installer(s)
- ii. Assist Town in negotiation and finalization of the installation services contract.

2.8. Task 8 – Assistance with Rebate / Incentive Application(s): With the assistance of and on behalf of the Town, the Consultant will apply on behalf of the Town for all available grants and rebates relating to the LED conversion project (if any).

2.9. Task 9 – Project Management / Construction Administration: Perform project management functions including oversight of the LED luminaire installation and the recycling/disposal of the replaced streetlight equipment.

The following tasks will be performed:

- i. Hold installation launch meeting
- ii. Provide installation schedule
- iii. Manage data on installations and provide a weekly status update of the project
- iv. Field quality control, inclusive of a sampling of spot-checks on installed lights to ensure proper installation procedures are being followed, especially at project onset

- 2.10. **Task 10 – Electricity Billing Changes:** The Consultant will work with the utility to submit the final inventory and will ensure that the utility billing correctly reflects the updated inventory including updated demand and consumption values.
- 2.11. **Task 11 – Commissioning Documents:** Following project completion, the Consultant will provide the Town a copy of the Commissioning Documentation which will include the following:
- a) GPS/GIS Streetlight Installation Summary Report (Final Installation Report)
 - b) Fixture Specifications
 - c) Recycling Certificate
 - d) Confirmation of utility supplier billing update
 - e) Warranty Service Request System Overview
 - f) Equipment Warranties
 - g) Request for Feedback and Testimonial
 - h) Post Project Customer Care and Company Information

3. PROJECT COMMENCEMENT AND COMPLETION

- a) The Consultant will schedule a kickoff meeting with the Town to be held within three (3) weeks of the Town's execution date of the Agreement.
- b) The Town may authorize changes in the scope, extent or character of the services provided under this Agreement and the time and cost for completion will be adjusted accordingly and submitted to the Town for approval.
- c) Once the GIS inventory is confirmed by the Town, the Consultant estimates that the bidding process identified in task 3 of this Agreement shall be completed within 6 to 8 weeks.
- d) Once the Town approves the Investment Grade Audit, Purchase Orders and Contracts with the manufacturer and subcontractor, the Consultant estimates the final services shall be completed within an approximate time frame of five (5) months and includes the following estimates.
 - 6-8 weeks for material delivery
 - 6 weeks for installation and clean up deficiencies
 - 4-6 weeks for billing changes and incentive application

4. PAYMENT TERMS

- a) The Consultant shall maintain an "**open book approach**" in relation to this agreement to enable the Town to monitor, scrutinize and verify the accuracy of all Consultant invoicing which is based upon material and subcontracted labor charges (inclusive of labor for all field quality control), and/or any new material and subcontracted labor charges proposed by it. On request by the Town, the Consultant shall provide the Town an open book account of these charges and/or any new proposed related charges, setting out full and transparent details of each of these components of the costing (including any profit margins or discounts applicable to those costings).
- b) The Consultant shall submit invoices on or about the first (1st) and the fifteenth (15th) day of each month reflecting services performed to date, which invoices will be due and payable within 30 days of receipt.

The Town understands that the payment for completion of the services shall be based upon a cost-plus basis whereby the Consultant agrees to charge a \$82.50 per luminaires specified fee for the Investment Grade Audit, including data collection and design services, plus a project management and post-installation service fee equating to a 20% gross margin on materials and installation labor invoiced by the respective suppliers (the "Project Management Fee"). The \$82.50 per fixture fee applies only to existing roadway luminaires, park lights, and/or parking lot lights. The Consultant agrees to perform the services on that basis. Schedule B provides a more detailed pricing breakdown and payment schedule.

5. INTEREST ON LATE PAYMENT

Payments are due 30 days after the Town receives a written voucher. If part of any invoice is not accepted by the Town, the parties agree to discuss and resolve the issues identified by the Town, if any (the disputed amounts). Any undisputed amounts overdue and unpaid under the Agreement shall bear interest from the date payment is due at the lowest prime rate of interest reported by the Wall Street Journal.

6. LIMITED WORKMANSHIP WARRANTY

- a) Consultant warrants to the Town that the installations services shall be performed by licensed and qualified installers using reasonable care and skill, and at such high standard of quality as is reasonably established in the industry.
- b) This Limited Workmanship Warranty only covers installation services such as incorrect equipment mounting or wiring of the fixture and related equipment. This warranty does not cover issues unrelated to the installation, such as fuse failure, pole knockdowns, wire shorting, disconnection of the pole or arm from owner source (unless improperly mounted), weather-related damage, natural disasters, vandalism, or unrelated capital work impacting the pole or fixture. The warranty period for installation services shall be one (1) year from the Date of Substantial Completion. The Town, or its designees, shall be responsible to serve as first-responder to any and all outages, shall identify locations where warranty-related work is necessary, and shall notify Consultant of the warranty-related locations so that a remedy can be implemented. The Consultant shall be reimbursed for all outlays incurred in responding to items which are determined not to be warranty related unless caused by the Contractor.
- c) This Limited Workmanship Warranty does not cover any cost related to fixture, photocell and related products and parts failure. Such costs are covered by their individual manufacturers' warranty as applicable. Consultant shall ensure that the Town is provided with all manufacturers' warranties for equipment and materials installed and/or used in the Scope of Work and that such documents are in conformity with the agreed upon warranty terms and conditions. Any installation cost related to failed fixtures or photocells is not covered under this warranty.

7. TERMINATION

- a) The Town may elect to terminate the Agreement without cause by written notice to the Consultant delivered prior to the approval of the IGA and the commencement of the procurement process, in which case the Town will pay the Consultant the amount of \$106.45 per fixture based upon the final inventory count (the "IGA Fee") as compensation for services rendered to date.

- b) The Town may terminate the Agreement without cause at any point following approval of the IGA by giving the Consultant fourteen (14) business days' notice, and compensating the Consultant for services performed, including the entire IGA Fee and the Project Management Fee based upon all equipment purchased and installation services performed, less any payments made on account to the Consultant, in accordance with this Agreement through the effective date of termination.
- c) Either party may terminate this Agreement at any time for cause after giving the other party written notice with 10 business days to cure the same, provided, however that if the default in question cannot reasonably be cured within such ten (10) business days, then so long as the defaulting party commences cure within ten (10) business days and continues to use commercially reasonable efforts to pursue such cure, then such default shall not be deemed a default hereunder.
 - i. If the Consultant elects to terminate this Agreement for cause, the Town shall be obliged to compensate the Consultant for all services rendered to date, including the entire IGA Fee and the Project Management Fee based upon all equipment purchased and installation services performed less any payments made previously by the Town on account of such fees to the Consultant, in accordance with this Agreement, through the effective date of termination.

8. DISPUTE RESOLUTION

Any controversy or claim arising out of or related to this Agreement shall be determined by the Supreme Court of the County of Fulton and Contractor agrees to said venue. Prior to any court action, the parties shall attempt to resolve the disputed issues before a mediator mutually agreeable to both parties. This agreement shall be governed by and construed in accordance with the laws of the State of New York, notwithstanding its conflict of law principles.

9. QUALIFICATIONS

The Consultant represents that it currently and will continue to hold during the term hereof any and all qualifications, licenses and certifications required to perform its services in the State of New York. The Consultant shall perform all services in accordance with professional standards.

10. USE OF DOCUMENTS

All documents, reports, data, studies, estimates and other work material developed under this Agreement shall be the property of the Town and shall be promptly delivered to the Town in a form compatible with the Town's software or other records management systems. All data collected shall be disclosed only to the Town's authorized representatives, at the direction of the Town

11. SUBCONTRACTORS

The Consultant shall be fully responsible for the acts and omissions of any subcontractors and of persons both directly or indirectly employed by it and shall hold subcontractors to the same terms and conditions as the Consultant is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific prior written approval of the Town. Subcontractors shall not be deemed employees of the Town under any circumstances and the Consultant assumes full responsibility for payment of compensation, taxes and all other benefits due and payable to all such personnel involved in performing services under this Agreement and shall hold the Town harmless for any actions or omissions of said subcontractors.

12. SUCCESSORS AND ASSIGNMENT

The Town and Consultant are hereby bound to this Agreement and to the successors of the other party in respect of all covenants, agreements and obligations of this Agreement, subject only to the appropriation by the Town of sufficient funds to fulfill its obligations hereunder. Neither the Town nor Consultant may assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other party, unless mandated by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement, unless expressly provided otherwise in a written consent to assignment.

13. INSURANCE

The Consultant shall purchase and maintain insurance in accordance with Schedule A attached hereto, including Workers' Compensation, Employers' Liability, Commercial General Liability, Property Insurance, Automobile Liability and Professional Liability Insurance. The Town shall be named as an additional insured and loss payee on the liability policies, as their interest may appear, with respect to the work performed by the Consultant or its subcontractors.

14. INDEMNIFICATION

The Consultant will indemnify and hold harmless the Town, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the negligent performance of the Agreement by the Consultant, its officials, employees, agents and subcontractors. To the extent permitted by law, the Town will indemnify and hold harmless the Consultant, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the Town's negligent performance under the Agreement. Any obligation of the Town to indemnify pursuant to this Agreement shall not be deemed or construed to operate in practical effect to waive any defense, immunity, or limitation of liability which may be available to the Town, its officers, agents or employees, under the tort laws of New York or any other privileges or immunities which may be provided by law.

15. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary herein, and excepting cases of gross negligence or intentional actions, the parties acknowledge and agree that the Consultant's liability for any damages or claims hereunder shall be limited solely to the greater of (a) the amount of any compensation to be paid to Consultant hereunder or (b) the amount of any insurance proceeds (net of any deductible) available to Consultant under the policies maintained by Consultant in accordance with the terms and provisions of this Agreement.

16. CONFLICT OF INTEREST

The Consultant represents that it will act solely in the best interests of the Town and not suppliers. The Consultant shall avoid both the appearance, as well as any actual conflict of interest. Any subsequent disclosure of a conflict of interest after this contract is awarded, but which existed at the time of proposal submission, will be grounds for termination.

17. COMPLIANCE WITH LAWS

Consultant shall at all times conduct its business affairs relating to this Agreement in compliance with all applicable laws.

18. NOTICES

All notices, requests, demands or other communications to or from the parties hereto shall be in writing and shall be given by overnight delivery service, by hand delivery, telecopy or e-mail to the addressee as follows:

(i) If to the Consultant:
RealTerm Energy US, L.P.
201 West Street
Annapolis, Maryland 21401

Attention: Paul Vesel
Phone: 413-869-1113
E-mail: pvesel@realtermenergy.com

(ii) If to the Town:
Town of Caroga, NY
1840 State Highway
Caroga Lake, New York 12032

Attention: SCOTT M. HORTEN - SUPERVISOR
Name Title

Phone: (518) 469-8000

E-mail: hortenbuilding@hotmail.com

19. AMENDMENTS

This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded or canceled in whole or in part, except by written instrument signed by the Parties hereto which makes specific reference to this Agreement and which specifies that this Agreement is being modified, amended, rescinded or canceled.

20. SEVERABILITY

If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

21. WAIVERS

No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby, or by any related document, or by law. Any failure of a Party to comply with any obligation contained in this Agreement may be waived by the Party entitled to the benefit thereof only by a written instrument duly executed and delivered by the Party granting such waiver, which instrument makes specific reference to this Agreement and the provision to which it relates and describes the right or obligation consented to, waived or purported to be violated.

22. ENTIRE AGREEMENT

This Agreement its schedules, appendices and attachments and the Investment Grade Audit Report represent and contain the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement its schedules, appendices and attachments, nor within the Investment Grade Audit Report, are not a part of this Agreement. Where there is any conflict between the provisions of this Agreement and the provisions of any attachment or the Investment Grade Audit Report, the provisions of this Agreement shall control.

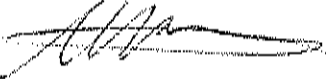
23. COUNTERPARTS

This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative's effective as of the date and year first above written.

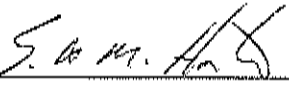
By: RealTerm Energy US, L.P., a Delaware limited partnership

By: 

Name: Angelos Vlasopoulos
Title: CEO

Date: July 1st, 2020

By: Town of Caroga, NY

By: 

Name: Scott M. Harton
Title: SUPERVISOR - TOWN OF CAROGA

Date: July 1, 2020

SCHEDULE A

INSURANCE REQUIREMENTS

INSURANCE COVERAGES

The Consultant agrees that it shall, at all times during the term of this Agreement, maintain in full force and effect, the following insurance coverage:

- 1) **Commercial General Liability Insurance** with limits of five million dollars (\$5,000,000) per occurrence and general aggregate for each (i) bodily injury and property damage, (ii) personal injury and advertising injury liability, and (iii) products and completed operations. The policy shall also include contractual liability and a standard separation of insureds or cross liability provision, as would be achieved under the standard ISO CGL form. The Town shall be named as an additional insured, as their interests may appear, as respects operations performed by Consultant.
- 2) **Automobile Liability Insurance** to cover liability for the ownership, maintenance and use of all owned, hired, or non-owned vehicles, for a combined single limit for bodily injury and property damage in an amount of one million dollars (\$1,000,000) per accident.
- 3) **Workers Compensation** coverage in an amount not less than statutory requirements and Employer's Liability Insurance in an amount of not less than \$1,000,000 each accident for bodily injury by accident, each employee for bodily injury by disease and policy limit for bodily injury by disease.
- 4) **Property Insurance** to cover Consultant's personal property, or property considered to be in its care, custody, and control.
- 5) **Professional Liability** insurance with limits of \$250,000 per claim, and \$500,000 general aggregate.

CONDITIONS OF INSURANCE

- A. In order to meet the required minimum limits of the Liability Insurance, it is permissible for the Consultant to combine an umbrella liability policy with the primary liability policy, at the discretion of Consultant.
- B. Policies shall be issued by insurers approved to do business in the jurisdiction where the Town is located
- C. The Consultant shall be responsible for deductible amounts under its insurance policies, except where otherwise provided.
- D. Prior to commencement of the Work and upon the renewal, or extension of each policy of insurance required herein, the Consultant shall promptly provide the Town with a certificate of insurance.

SCHEDULE B

PRICING BREAKDOWN AND PAYMENT SCHEDULE

Stage	Task	Scope of Services	Pricing	Billing/Payment Method
GIS Inventory Audit	Task 1	GIS Streetlight Audit	\$49.50 / fixture	Task Completion Upon Client approval of the GIS inventory but payment due no later than 30 days following receipt of the related invoice.
	Task 2	Streetlight Acquisition		Task Completion
Investment Grade Audit Report ²	Task 3	Selection of Equipment and Installer(s)	\$33.00 / fixture	Upon delivery of the initial IGA Report but payment due no later than 30 days following receipt of the related invoice
	Task 4	Photometric Design		
	Task 5	Investment Grade Audit Report		
Procurement Services - Equipment	Task 6	Procurement Services - Equipment	20% gross margin on equipment	Fixture and/or related equipment delivery to site, installer or other designated warehouse. Payment terms are net 30 days
Installation	Task 7	Procurement Services - Installer(s)	20% gross margin on labor	Percentage of completion based on percentage of fixtures installed. Payment terms are net 30 days
	Task 8	Assistance with Rebate / Incentive Application(s)		
	Task 9	Project Management / Construction Administration		
	Task 10	Electricity Billing Changes		
Commissioning	Task 11	Final Commissioning	N/A	N/A

¹ The quantity of fixture in the Investment Grade Audit Report shall be determined on the number of luminaires requested by the client to be specified and designed during the entire duration of the project, regardless of the number of items surveyed and mapped, procured and/or installed.

² Should the Town decide to include smart lighting controls as part of the scope of this project, the Consultant shall charge a Smart Controls Commissioning fee of \$15.00/ per smart control. The Smart Controls Commissioning fee shall be charged upon the Town's signature of the IGA Report and payment will be due no later than 30 days following receipt of the related invoice.

In the event that the inventory assessment exceeds twenty percent (20%) of the number of budgeted fixtures in the proposal, the Consultant will seek a written approval by the Client to proceed with the inventory assessment process.

All unit pricing is based on final numbers to be determined and final billing shall be adjusted based on final reconciliation once all installation has been completed and the Final Installation Report (FIR) has been completed by the Consultant.