



Radisson
COMMUNITY ASSOCIATION

3128 Amesbury Drive * Baldwinsville, New York 13027 * p. 315- 635-7171 * f. 315-635-7182 * www.radissoncommunity.org

May 19, 2015

Mr. John Salisbury, Town Supervisor
Town of Lysander Offices
8220 Loop Road
Baldwinsville, NY 13027

Dear John;

Thank you for taking the time to meet with me last week. As per our discussion, I'd like to review with you a few concerns, on behalf of the Radisson Community.

As per the Town of Lysander's Resolution #181 in 2002, pertaining to an agreement with the New York State Department of Transportation, the ownership and maintenance responsibility of the pathway between Route 31 and Drakes Landing Road is that of the Town's. This year, in addition to mowing alongside the pathway (the berm is Radisson Common Property and is not to be mowed), I am asking that the Town repair the broken fence along the pathway, as soon as possible. This winter a vehicle drove through the fence and went into the deep ravine. Since that time, the broken section of fence was roped off by the police, with a bright yellow caution tape. This is not only a terrible eyesore, it also presents a safety issue since the caution tape is not a satisfactory block preventing children or bikers from also going off the pathway into the deep ravine.

I would also request that the Town, while mowing alongside the pathway on its regularly scheduled timeframe also considering keeping the River Road/Route 31 intersection "cleaned up". This intersection is considered "the gateway to the Lysander Community". The first impression that motorists and/or pedestrians/bikers get upon entering Lysander from that direction isn't a positive one. On any given day you will find numerous yard signs, A-frame signs and more littered on the corners. Some of them are adhered right to the official street sign and more times than not, the signs are never picked back up. It is an unpleasant and unnecessary sight for residents and visitors of the Town of Lysander.

Thank you in advance for your attention to this matter.

Sincerely,

Lynn M. Tanner

Lynn M. Tanner, CMCA
Executive Director

cc: Town of Lysander Board
RCA Board of Directors



Radisson
COMMUNITY ASSOCIATION

3128 Amesbury Drive * Baldwinsville, New York 13027 * p. 315-635-7171 * f. 315-635-7182 * www.radissoncommunity.org

May 21, 2015

Mr. John Salisbury, Town Supervisor
Town of Lysander Offices
8220 Loop Road
Baldwinsville, NY 13027

Dear John;

As I mentioned to you when we met last week, the Radisson Community has an extensive pathway system which intersects over many town roads. Please see the attached map showing the location of approximately 50 (fifty) crosswalks within Radisson.

I am very concerned about the lack of painted crosswalks at these pathway intersections and the danger that poses. Many of these crosswalks have limited visibility and some cross over roads with very heavy vehicle traffic (Willett Parkway, Drakes Landing Road, etc). Given that these are town roads and present a danger to the pedestrians, as well as a potential liability for the Town, I am requesting that the Town have these crosswalks striped.

Also, while the majority of these crosswalks have official Pedestrian Crossing signs in place, there are a few that do not. I would also request that the Town install Pedestrian Crossings signs at those locations.

Thank you in advance for your attention to this matter. I look forward to hearing back from you.

Sincerely,

Lynn M. Tanner

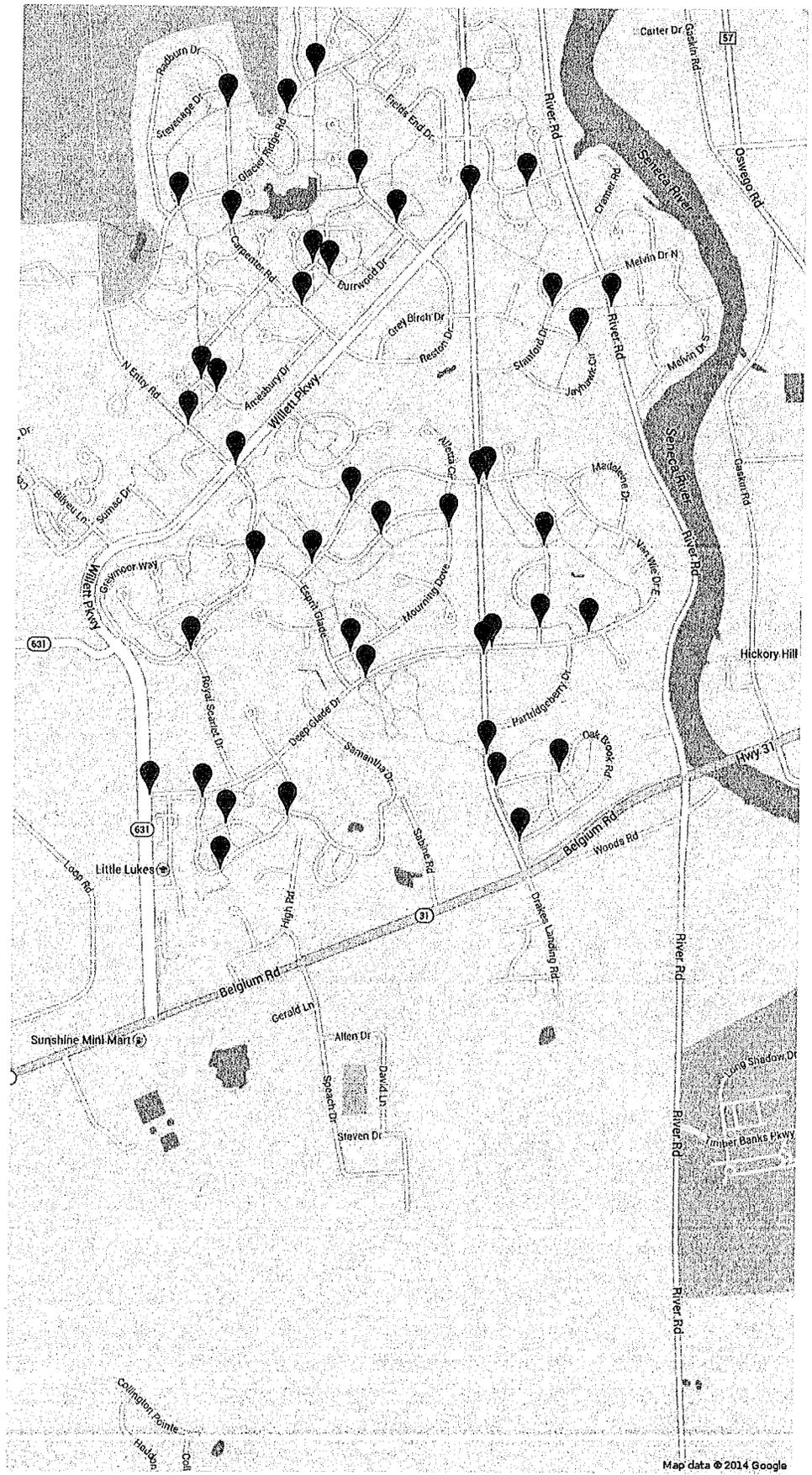
Lynn M. Tanner, CMCA
Executive Director

cc: Town of Lysander Board
RCA Board of Directors

Radisson crosswalks

Untitled layer

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- Point 48



pedestrian crosswalks in Radisson

TARVIA SEAL CORP.
6265 EAST TAFT ROAD
NO. SYR., N.Y. 13212

PROPOSAL

Phone: 315-458-1399 Web Site: www.tarviaseal.com
Fax: 315-452-0941 Email: tarviaseal@aol.com

PROPOSAL SUBMITTED TO: Radisson Comm. Assoc.

DATE: November 24, 2014

STREET : 3128 Amesbury Drive
CITY, STATE, ZIP: Baldwinsville, NY 13027
ATTN: Lynn Tanner CELL:

JOB NAME : Crosswalks
ADDRESS:
PHONE: 635-7171 FAX:

SCOPE OF WORK:

1. *Line stripe parking area , if specified below.*
2. *All materials used, meet or exceed State and Federal specifications.*
3. *Certificate of workman's compensation and contractors liability to be furnished upon issue of contract.*
4. *Contractor is not responsible for employees, customers, visitors, or others that might track through wet or unopened areas into building or on walkways.*

Line stripe 50 Crosswalks in Radisson Community.

\$2,750.00

We Propose hereby to furnish material and labor complete in accordance with the above specifications, for the sum of:

\$ 2,750.00 Plus NYS Sales Tax if applicable. Payment to be made upon completion.

All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: **A.J. Martino** NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

To Accept this quotation, please sign here and return or fax to 315-452-0941. _____

RECEIVED

JUL 17 2015

SUPERVISOR'S OFFICE
TOWN OF LYSANDER

BALDWINSVILLE LIONS CLUB

120 Cook Drive
Baldwinsville, New York 13027*We Serve*

July 13, 2015

Town of Lysander
John Salisbury, Supervisor
8220 Loop Rd.
Baldwinsville, NY 13027

Dear Supervisor Salisbury,

The Baldwinsville Lions Club is in the planning stages of a new footrace titled "Lions Race for Sight". The race is planned for May 29, 2016. We would like to utilize the Lysander Town Park as the base of operations and start/finish line. This being the first year of the race we anticipate possibly 300 runners and their families. The race would step off at 10:00am and head north on Smokey Hollow Rd., turning right onto Hencle Blvd. then left onto Sixty Rd. The runners would continue on Sixty Rd. to a point approximately at Igloo Rd. then make a U turn. The runners would then turn right onto Kellog Rd. and left on Smokey Hollow Rd. for a return to the park at the start/finish line. This particular route is a 10k race (6.2 miles).

The plan includes a day of family fun that will include a kids fun run on the park loop. Crafters will be set up offering handmade items. Additionally a band will be set up to entertain the runners and their families. Also there will be a health fair for attendees including eye screening for children, blood glucose testing and blood pressure screening. The Lions will be offering food for sale plus a specific food service area free to the runners along with a masseuse and medical personnel. The community room will initially be used for registrations then transferred over for the health fair. In addition to the 2 restrooms offered in the park, the Lions will provide an additional 10 portable toilets and a handwash area. Our hope is to grow the event and stay based in Lysander Park.

Since a project such as this requires a great deal of detailed planning, approval of the Town Board in August is important if the event is to be held in Lysander Park. The Lions Club can provide insurance naming the Town as additionally insured. If there are questions I can be reached by E-mail at josinski120@gmail.com or at 638-1855.

Thank you.

Very truly,



John Osinski, Secretary

cc: A. Burkinshaw and Councilors A. Reeves, M. Shimer, R. Geraci, R. Diamond

PLUMLEY

ENGINEERING

Civil and Environmental Engineering

INCENTIVE ZONING PROJECT NARRATIVE

WHISPERING OAKS SUBDIVISION – SECTION 4 Town of Lysander Onondaga County, New York Project No. 2014099

July 2015

Cabbage Patch Partners, LLC, is proposing a residential subdivision on a 26-acre property located at 8185 Emerick Road in the Town of Lysander. The property consists of predominantly wooded and agricultural land and is currently zoned Agricultural Residential – 40,000 (AR-40). The subdivision was initially laid out by Cabbage Patch Partners, along with Plumley Engineering, staying within the maximum allowable development under current zoning regulations. Under those regulations, it was found that a 22-lot subdivision could be created as depicted in *Figure 1: AR-40 Zoning Subdivision Plan*, attached.

As the property lies within an Incentive Zoning Overlay District, Cabbage Patch Partners and Plumley Engineering, along with representatives of the Town of Lysander, have assessed the development potential with smaller lot sizes and utilizing the incentive zoning. It was decided that in order to maintain continuity with previous phases of the Whispering Oaks Subdivision (located directly to the west of the proposed development and connected by Rubicon Road), the development would be laid out to comply with Residential – 20,000 (R-20) zoning requirements. Under R-20 zoning requirements, it was found that a 37-lot subdivision could be created as seen in *Figure 2: R-20 Zoning Subdivision Plan*, attached.

PROPOSED INCENTIVE

The increased density incentive will provide the developer with 15 additional lots for the subdivision by complying with R-20 zoning requirements as opposed to the current AR-40

☑ 8232 LOOP ROAD, BALDWINVILLE, NY 13027
Telephone: (315) 638-8587 Fax: (315) 638-9740

☐ 200 NORTH GEORGE STREET, ROME, NY 13440
Telephone: (315) 281-1005 Fax: (315) 334-4394

Internet: www.plumleyeng.com

PROJECT NARRATIVE

July 2015

Page 2

zoning requirements. As AR-40 lots are sold at an average price of \$75,000 and R-20 lots are sold at an average price of \$50,000 in the Town of Lysander (pricing provided by Town Engineer), the additional smaller lots could result in a \$200,000 increase in revenue for the developer once the project is fully developed. Note that this incentive value is based on current average lot sale prices and there is no guarantee that sale prices will continue at these values over the time frame of the development.

PROPOSED BENEFITS/AMENITIES

1. As part of the zoning incentive process, Cabbage Patch Partners will make a lump sum payment to the Town as each phase of the subdivision is approved by the Town Board for development (Contract Drawing approval). The sum of the payment will be \$1,600 for each lot in the approved subdivision phase. The current phasing breakdown is as follows:

| <u>Phase</u> | <u># of Lots in Phase</u> | <u>Payment to Town</u> |
|--------------|---------------------------|------------------------|
| Phase I | 12 | \$19,200 |
| Phase II | 12 | \$19,200 |
| Phase III | 13 | \$20,800 |
| Total | 37 | \$59,200 |

As per section 139-76 of the Incentive Zoning, cash in lieu of any amenity for a specific purpose is allowable. In this case, The Town Board has indicated they would like to use the monies for work associated with the Town Highway Department and/or Highway Department equipment purchases.

2. A 20' wide Sanitary Sewer Easement will be provided between lots 24 and 25 that will encumber 10' of the northern side property line of lot 25 and 10 feet of the southern side property line of lot 24. The easement will provide the legal right for the Town to extend the public sewer from within the subdivision to Emerick Road. The estimated value of the easement if it were to be purchased from the future lot owners is \$20,000.
3. The residents within the Whispering Oaks and West Genesee Street Sewer Districts will benefit from a greater reduction in debt service for the two sewer districts. Development of Section 4 of the Whispering Oaks Subdivision under AR-40 Zoning

PROJECT NARRATIVE

July 2015

Page 3

would save the residents of the Whispering Oaks and West Genesee Street Sewer Districts approximately \$155 annually. Development under R-20 Zoning will result in a reduction of nearly \$220 annually for each lot within the Whispering Oaks and West Genesee Street Sewer Districts (pricing provided by Town Engineer).

Once each phase of the project is filed with the County, each newly created lot will be assessed the full debt service equivalent dwelling unit tax. This tax will be paid annually by Cabbage Patch Partners until the lot is sold, at which point the lot owner will be responsible for the taxes. Based on the current phasing, the debt reduction will be decreased as follows:

| <u>Phase</u> | <u># of Lots in Phase</u> | <u>Total Debt Service Reduction within both districts once Subdivision is filed</u> |
|--------------|---------------------------|---|
| Phase I | 12 | \$ 99.49 |
| Phase II | 12 | \$166.05 |
| Phase III | 13 | \$217.15 |

4. Based on the Phase breakdown detailed above and an average 4 lot take-down per year, Cabbage Patch Partners will pay an estimated total of \$25,000 in debt service for the life of the project. This is approximately \$7,350.00 of additional debt service payment if the project was developed under AR-40 zoning (22 lots).
5. Another benefit to the Town will be the increased tax revenue generated. The additional 15 lots provided through the incentive zoning approval will result in approximately \$180,000 of added tax revenue annually.

Based on a current assessed property value of \$350,000, the County and Town taxes generated are approximately \$4,000 per year, while the school taxes generated are approximately \$8,000 per year.

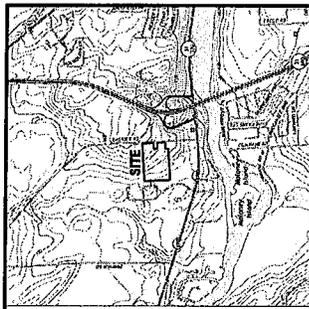
Based on the above, the total value of the benefits provided by the developer is \$86,550, which is

the lump sum payment (\$59,200), the value of the easement (\$20,000) and the difference in debt service payment (\$7,350) for developing 37 lots versus 22 lots.

SUMMARY

1. It is the developer's belief that the proposed subdivision is in line with the Town of Lysander's Comprehensive Land Use Plan, in that:
 - a.) The parcel is within the Town's Incentive Zoning Overlay indicating that the Town intended this area to be utilized for incentive zoning.
 - b.) The Incentive Zoning is implemented to increase lot density within agricultural zoning while providing public utilities improvements to the surrounding community.
2. Based on a review of the existing infrastructure and surrounding land, the additional 15 lots that the Incentive Zoning provides will not create a burden on the public services (sanitary disposal, water, transportation, waste disposal, fire protection, etc.) that are currently provided to the surrounding community.
3. The anticipated value of the incentive to the developer for the project is \$200,000 and the value of the benefit to the Town and its residents \$86,550.

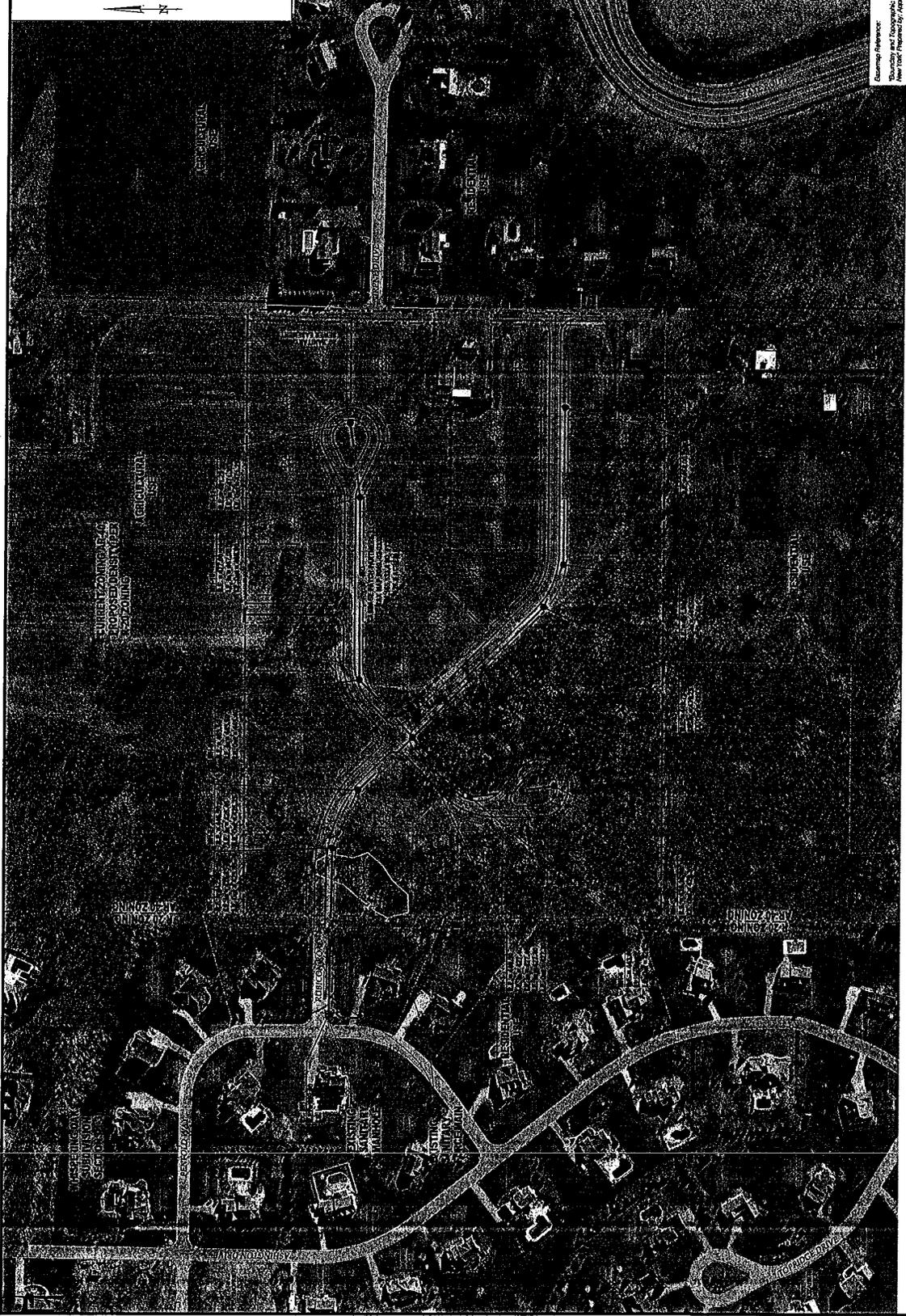
WS 4f



LOCATION MAP
 40' UTM GRID COORDINATES (NAD 83) 12 2011 17 2009 11

- Key**
- Existing**
 - Property Line
 - Right of Way
 - Lot Line
 - Electric Mainline
 - Telephone Mainline
 - Cable TV Mainline
 - Drainage Pipe
 - Drainage Swale
 - Force Main
 - Sanitary Sewer Pipe
 - Sanitary Sewer Mainline
 - Water Main / Service to Site
 - Proposed**
 - Right of Way
 - Lot Line
 - Lot Number
 - Building Setback Line
 - Sanitary Sewer at Site
 - Sanitary Mainline

R-20 Zoning Information
 Project Zone: R-20
 Lot Area: 100,000 sq. ft. (2.28 acres)
 (per 2015 Town Zoning Code)
 Lot Coverage: 15%
 Max. Height: 35'
 Max. Area: 15,000 sq. ft.
 Max. Area: 40' (minimum structure)
 10' (minimum driveway)
 Side Yards: 10'



Plant View
 1" = 100'
 0 100 200
 FEET

Fig. 2
 SHEET NO. 2
 PROJECT NO. 100000000
 REVISIONS:
 SCALE: AS NOTED
 DATE: JULY 2015
 DRAWN BY: JCH
 CHECKED BY: JCH
 DESIGNED BY: JCH

R-20 ZONING SUBDIVISION PLAN
 DATE: 7/15/15
 SHEET NO. 2 OF 2

SECTION 4
WHISPERING OAKS SUBDIVISION
CABBAGE PATCH PARTNERS, LLC

TOWN OF LYSANDER, ONONDAGA COUNTY, NEW YORK

| NO. | DATE | BY |
|-----|------|----|
| | | |
| | | |
| | | |
| | | |

THIS PLAN IS VALID FOR THE PERIOD OF 180 DAYS FROM THE DATE OF ISSUANCE. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY THE TOWN ENGINEER AND THE TOWN BOARD.

PLUMLEY ENGINEERING
 1000 WEST LYSANDER ROAD
 LYSANDER, NY 13153
 TEL: 315.833.8899
 FAX: 315.833.8897
 WWW.PLENG.COM

Architectural and Environmental Engineering

Budget Modification Request

Item A,

Fund: General

(1-4)

| Acct. # to Credit | Acct. # to Debit | Account Description | Amount to Credit | Amount to Debit |
|-------------------|------------------|--------------------------|------------------|-----------------|
| 0110-108 | | SECURITY | 130.00 | |
| | 0110-403 | CONTRACTUAL EXP-BRYANT | | 130.00 |
| 01430-400 | | LABOR RELATIONS | 11000.00 | |
| | 07150-400 | SPECIAL REC. CONTRACTUAL | | 11000.00 |
| 01620-404 | | WEBSITE | 4000.00 | |
| | 07150-400 | SPECIAL REC. CONTRACTUAL | | 4000.00 |
| 01930-400 | | JUDGEMENTS & CLAIMS | 34500.00 | |
| | 07150-400 | SPECIAL REC. CONTRACTUAL | | 34500.00 |
| 03310-400 | | TRAFFIC CONTROL | 500.00 | |
| | 07150-400 | SPECIAL REC. CONTRACTUAL | | 500.00 |
| 09710-600 | | SERIAL BOND-PRINCIPAL | 280000.00 | |
| | 00917-000 | FUND BALANCE-UNASSIGNED | | 280000.00 |

Explanation for Request:

| Account No. | Reason |
|-------------|---|
| 0110-108 | DEPUTY HIRED FOR SECURITY AT DOG CASE |
| 01430-400 | CONTRACT NEGOTIATIONS |
| 01620-404 | FINAL PAYMENT ON WEBSITE DEVELOPMENT |
| 01930-400 | SETTLEMENT OF JACK'S REEF KENNEL & TIMBERS VS TOL |
| 03310-400 | TRAFFIC AND STREET SIGNS |
| 09710-600 | PAYOFF OF SERIAL BOND FOR ICE ARENA |
| | |
| | |
| | |
| | |
| | |
| | |

Approval:

Comptroller _____

Town Board Resolution No. _____

Date _____

Date of Resolution _____

AGREEMENT made this _____ day of _____, 2015, by and between the Town of LYSANDER PARKS AND RECREATION DEPARTMENT, 8220 Loop Rd., Baldwinsville, New York (hereinafter referred to as the "Town"). and BALDWINSVILLE POP WARNER FOOTBALL ASSOCIATION. Baldwinsville, New York (hereinafter referred to as "Pop Warner").

WITNESETH:

1. In consideration for Pop Warner's construction of the football field located in the Lysander Town Park, the Town agreed for the years 1985 through 1995, to permit Pop Warner priority to use said football field, without charge for Pop Warner home football games on Saturdays and Sundays during September, October and November of each year. By this agreement, Pop Warner is granted an extension of the original contract through and including 2016 – subject to the execution of an annual agreement, and substantial compliance by Pop Warner with the terms of each annual agreement. This agreement allows use of the Football Field by Pop Warner 3 days per week (as specified) for games during the months of September and October. Any practices or games in November must be scheduled with the Parks and Recreation office and will be subject to staffing fees based on park hours. In 2015 there will be a seasonal field use fee of \$150 for game days. The fee will be as per the fee schedule approved by the Lysander Town Board. Pop Warner understands that except for Pop Warner games and practices as scheduled, the football field shall be open to the public as a part of and in accordance with the rules and regulations of the Lysander Town Park. Furthermore, the Town reserves the right to utilize the said football field at any time during the Pop Warner Football season, in the event an unanticipated need arises. Any change in field use will be scheduled in advance of the season. This agreement may be renewed with the consent of both parties.
2. Both parties understand and agree that the Scoreboard installed in 1999 is owned by Pop Warner and may be removed if and when Pop Warner no longer utilizes the Town of Lysander Field.
3. Furthermore both parties agree to the following operational policies.
4. This agreement shall be in effect for the calendar year 2015.

THE TOWN OF LYSANDER AGREES TO:

1. Provide use of the football field and the other designated areas for Pop Warner Football games and practices as designated.
2. Mow the playing fields.
3. Provide a park employee to be on duty during all scheduled usage.
5. Provide a second employee for Friday & Saturday evenings (*if a multiple game day*) with expenses to be paid by Pop Warner Football.
5. Provide a parking space in the parking lot for both the first aid person and the concession person.
6. Use the attached checklist as a means of verifying park condition after Pop Warner use.

THE BALDWINVILLE POP WARNER FOOTBALL ORGANIZATION AGREES TO:

1. Utilize the designated areas on the attached map for football practice and games.
 2. Games are authorized for Friday nights, Saturday and Sunday. Practices are authorized for Monday – Thursday evenings. Any hours beyond what would be our typical closing time will be charged at the overtime rate listed under number 18.
 3. Abide by all park rules (as attached) with the No Dogs, No Alcoholic Beverages & No Smoking rules being stressed. Should there be a problem that cannot be resolved, all games will be stopped until the situation is taken care of. (All visiting teams should be informed of the rules).
 4. Provide a game schedule as soon as possible so park personnel can make arrangements to staff the park. If any changes need to be made or additional time is requested, it must be cleared by the Director so as not to conflict with any other activities at the park.
- Note: No games are to be scheduled to start after 6:30 p.m.
- Effective 11/3/15 the Park hours will be 9:00 - 4:30 p.m. (Monday - Sunday) and after November 1st, the park will not be staffed on weekends. It is important to pre-arrange staffing for evenings and weekends based on the above dates if a game, practice or equipment return is to be scheduled.
5. Provide at Pop Warner's cost, one porta-john during the season, with the location of placing to be determined by the Lysander park staff. Notify the park staff of delivery and pick-up dates, as well as scheduled cleaning day.
 6. Understand that all football players, coaches & referees (with cleats) use the porta-john. Public restrooms will be available for parents/park participants until 15 minutes prior to closing time. Periodic checking by Pop Warner Staff along with park staff is necessary to ensure safe, clean conditions.
 7. Provide at least one person to assist participants in parking cars during busy game days. This will be determined after schedule is received. (The attendant should be at least 16 Years of age.)
 8. The walkway leading to the field CANNOT be used as a highway. The person operating the concession stand will be allowed to drive up and unload supplies and then take car back to the parking lot (Please stop & inform staff). All other cars will be banned from the walkway (for emergency vehicle access and safety.) ***No cars are allowed behind storage building/announcer's booth.***
 9. Provide at Pop Warner's cost a dumpster large enough for its trash and make arrangements for it's dumping. Location for the dumpster will be determined by the park staff. Will notify park staff of delivery and pick-up dates as well as scheduled day for dumping.
 10. Provide a concession stand and agree to pick up trash on the grounds generated by the sales at the stand and by spectators. placing in appropriate receptacles. These receptacles must be emptied daily. Understand that **No** gum or small wrapper type candy should be sold on the premises. Also understand that **No** styrofoam cups should be used at the stand.
 11. Operate a "Pop Shop" if desired on Park grounds. Location and housing to be approved by Park Director.
 12. Provide a person who will remain on the park grounds as long as any participant is present.
 13. Use the attached checklist as a means of verifying park condition after Pop Warner use.

- 14. No FOOTBALL will be allowed on the infield of the softball fields.
- 15. Understand that on cold and/or rainy nights, the park closes early and coaches should make every attempt to vacate the park as soon as possible.
- 16. Maintain an Equipment Insurance Policy and a policy of Public Liability Insurance including contractual liability insurance, with a combined single limit of liability for property damage and bodily injury/death not less than \$1,000,000; the Town of Lysander shall be named as an additional insured on the Baldwinsville Pop Warner liability policy of insurance and a certificate of insurance shall be provided to the Town, Pop Warner agrees to supply a copy of the actual insurance policy on request.

The Public Liability insurance to be provided by Baldwinsville Pop Warner for the Town under this paragraph 16 shall be primary to any other insurance the Town may have, for claims arising directly or indirectly out of Pop Warner's use of the Lysander Town Park.

- 17. Assume responsibility for the cost of lighting, electricity, bulb replacement and any necessary repairs to the football field.
- 18. Provide a security deposit of \$200.00 to the Town of Lysander at least one week prior to the start of the season. This will cover minor damage, overtime cost at **\$11.00*** per hour for any hours beyond regular park hours and excessive clean up. All unused monies will be returned at completion of season. Baldwinsville Pop Warner leadership will be notified of all problems that result in use of security deposit funds.
- 20. Notify the parks & recreation office if a game is cancelled. Coach must be present to notify participants who may not have heard cancellation.
- 21. Understand that any and all work to be done on the park premises must be approved by the Director BEFORE the work is to start. As well, the director is to be notified when the work will be done.
- 22. Indemnify, defend and hold harmless the Town of Lysander, its officers, agents or employees', to the fullest extent permitted by law, from and against any and all claims, actions, claims of property damage, bodily injury or death resulting there from to any person arising directly or indirectly out of any of the uses of the Lysander Park by Baldwinsville Pop Warner contemplated by this agreement.
- 23. Understand that any breach of the agreement may result in one-week expulsion from the park and could possibly result in suspension of all park privileges.
- 24. Understand that all attachments are part of the agreement.

BALDWINSVILLE POP WARNER FOOTBALL ASSOCIATION

By: _____
PRESIDENT

TOWN OF LYSANDER

By: _____
SUPERVISOR

*May change proportionally as wages increase.

Daniel Boccardo

From: John Salisbury
Sent: Tuesday, July 21, 2015 12:26 PM
To: Daniel Boccardo
Subject: FW: Surplus Millings

Resolution.

John A. Salisbury
Supervisor Town of Lysander
8220 Loop Rd
Baldwinsville NY 13027
(315) 857-0281
(315) 635-1515 Fax
supervisor@townoflysander.org

From: David Rahrle
Sent: Monday, July 20, 2015 9:24 AM
To: Gene Dinsmore; John Salisbury
Cc: Gene Dinsmore
Subject: RE: Surplus Millings

John
I would suggest this be approved by Board resolution, since we set the rate at \$5.00 per ton back in January by resolution.

David J. Rahrle
Comptroller
Town of Lysander
315-635-1443

From: Gene Dinsmore
Sent: Thursday, July 16, 2015 1:14 PM
To: John Salisbury
Cc: David Rahrle
Subject: Surplus Millings

MEMO

July 16, 2015

To: Supervisor John Salisbury and the Lysander Town Board

From: Gene Dinsmore, Highway Superintendent

Subject: Surplus Highway Road Millings

Mr. John Wight (Gypsum Express) has offered to purchase several hundred tons of our surplus millings at our original price of \$2.00 per ton, loading and hauling at his own expense. I recommend that we accept his offer since it is the only viable offer we have at present and I'm unaware of any other town or county disposal method that exceeds it.

Thank you,

Gene Dinsmore
Highway Superintendent

Cc David Rahrle

Gene Dinsmore
Town of Lysander Highway
2730 West Entry Road
Baldwinsville, NY 13027
(315) 635-5551
(315) 635-5608
highway@townoflysander.org

We will need a resolution for this item.

John A. Salisbury
Supervisor Town of Lysander
8220 Loop Rd
Baldwinsville NY 13027
(315) 857-0281
(315) 635-1515 Fax
supervisor@townoflysander.org

From: David Rahrle
Sent: Tuesday, July 14, 2015 2:03 PM
To: Anthony P. Rivizzigno
Cc: John Salisbury
Subject: Bonding Resolution

Tony

Could you prepare the resolution for the approval of the Bonding for the West Genesee Water district repairs of \$35,000.00 approved at last night's meeting. Would like this put on the agenda for the next meeting.

Thanks

David J. Rahrle
Comptroller
Town of Lysander
315-635-1443



Item G,
(1-11)

Agreement is Not
Valid Unless
Executed by CNE

**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 thirty (30) 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 \$.005250/ kWh) plus Taxes. We will use the day ahead locational marginal price for all account(s) except those located in Zone J; for those account(s) we will use the Day Ahead locational marginal price. | | | | | | | | | | |
| 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): | 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. <table style="width: 100%; border: none;"> <tr> <td>Energy Cost</td> <td align="right">Fixed</td> </tr> <tr> <td>Ancillary Services And Other ISO Costs</td> <td align="right">Fixed</td> </tr> <tr> <td>Capacity Costs</td> <td align="right">Fixed</td> </tr> <tr> <td>Line Loss Costs</td> <td align="right">Fixed</td> </tr> <tr> <td>FERC Order 745 Costs</td> <td align="right">Passed Through</td> </tr> </table> | Energy Cost | Fixed | Ancillary Services And Other ISO Costs | Fixed | Capacity Costs | Fixed | Line Loss Costs | Fixed | FERC Order 745 Costs | Passed Through |
| Energy Cost | Fixed | | | | | | | | | | |
| Ancillary Services And Other ISO Costs | Fixed | | | | | | | | | | |
| Capacity Costs | Fixed | | | | | | | | | | |
| Line Loss Costs | Fixed | | | | | | | | | | |
| FERC Order 745 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.

Price(s) for Fixed Price Solutions:

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| UDC | UDC Account Number | Service Address | Start Date | End Date | Energy Price Non TOU (\$/kWh) |
|------|--------------------|---|------------|----------|-------------------------------|
| NIMO | 0233879108 | Whispering Oaks, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 0419132004 | W. Entry Rd, Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 0495007013 | Chillingham Way Pump Sta., Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 0966385106 | West Phoenix Sewer Dist., Phoenix, NY 13135 | 09/04/15 | 09/03/18 | \$0.05279 |
| NIMO | 1503036003 | Belgium Rd, Baldwinsville, NY 13027-2715 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 1737844004 | 8220 LOOP RD, BALDWINSVILLE, NY 130271321 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 1805180108 | Radburn Dr, Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 2205180107 | Town Park, Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 2697142039 | 8220 Loop Rd EL., Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 5149818114 | Ashington Dr Pump Hse, Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 5845182108 | Misty Cove Cir Pump, Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 7465187103 | Elizabeth St, Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 7485181107 | Stanford Dr, Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 7569102019 | Timber Banks Sewage Pump Sta, Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 7973882108 | Seneca Estates, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 7993882104 | Melia Park, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 8013882103 | Clinton Heights, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 8033882109 | Lysander Lights, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 8053882105 | Radisson, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 8073882101 | Fairways North, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 8093882107 | Valley View, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 8113882105 | W. Phoenix, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 8133882101 | Morgan Riverside, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |

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 CNE Sales Rep: Gary Hudson 59846.207947.0 Printed: 7/20/2015

| | | | | | |
|------|------------|--|----------|----------|-----------|
| NIMO | 8173882103 | Plainville Lights, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 8193882109 | Barbara Lane, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 8285181104 | Melvin Dr, Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 8765182105 | Maintenance Bldg, Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 8826384103 | River Rd Pump, Baldwinsville, NY 13027 | 09/04/15 | 09/03/18 | \$0.05279 |
| NIMO | 8969550005 | Timber Banks, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 9813881103 | 8220 LOOP RD, BALDWINSVILLE, NY 130271321 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 9905177101 | Lamson Rd, Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |

* 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.

TOWN OF LYSANDER ("Customer") AND CONSTELLATION NEWENERGY, INC. ("CNE") 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 CNE, 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 the 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 the 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. 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 to us vary for any reason, including but not limited to the types of changes described above.

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 |
| Capacity Costs | Fixed |
| Line Loss Costs | Fixed |
| FERC Order 745 Costs | Passed Through |

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

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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 the 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") (or in NYISO Zone J, the ISO-published Day Ahead LMP) + \$.005250/kWh) + (a pass through of all costs and charges incurred by us 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 Utility for Utility 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 thirty (30) 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 Utility. Your invoices will be based on actual data provided by the Utility, 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.

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.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by express carrier to our respective business addresses. Our business address is 1221 Lamar St. Suite 750, Houston, TX 77010, 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 1-888-635-0827, 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 1-888-635-0827. 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 |
|----------------------------------|------------------|-----------------|
| Niagara Mohawk Power Corporation | NIMO | 1-800-867-5222 |

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CNE Sales Rep: Gary Hudson 59846.207947.0 Printed: 7/20/2015

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 LYSANDER

By:

By: _____

Name:
Title:

Name:
Title:
Date:

Address: 1221 Lamar St. Suite 750
Houston, TX 77010
Attn: Contracts Administration

Address: 8220 LOOP RD
BALDWINVILLE, NY 130271321

Fax: 888-829-8738
Phone: 888-635-0827

Fax:
Phone:
Email:

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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 determine your monthly Ancillary Services And Other ISO Costs based on your \$/kWh share of our cost for Ancillary Services And Other ISO Costs incurred with respect to all of our customers within the applicable ISO service territory or in the form of an 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

"FERC Order 745 Costs" means any costs or charges imposed by the ISO on load served by us in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"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) we incur for 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.

"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 in an amount equal to two (2) times the amount of the highest monthly invoices for each Account during the twelve months

immediately preceding our demand 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. 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 require that you compensate us for all losses we sustain due to your default, including the following:

- payment of all amounts you owe us for electricity provided to you;
- when the Agreement is terminated early (entirely or as to certain Accounts), payment of an amount (that we will calculate using our reasonable judgment) equal to the positive difference between (A) the dollar amount you would have paid to us under this Agreement had it not been terminated early and (B) the dollar amount we could resell such electricity for to a third party under then-current market conditions; 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.

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

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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 the Agreement without penalty upon 30 days' written notice to the other.

7. Indemnification 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. EACH PARTY (THE "INDEMNIFYING PARTY") WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, SUITS, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY.

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. 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. 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.

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 our affiliates and such affiliates' employees, agents, advisors, and independent contractors. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

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 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.

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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.

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CNE Sales Rep: Gary Hudson 59846.207947.0 Printed: 7/20/2015

**ACCOUNT SCHEDULE:
For: TOWN OF LYSANDER**

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on July 20, 2015

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

No. of Service Accounts: 31

| UDC | UDC Account Number | Service Address | Start Date | End Date | Energy Price Non TOU (\$/kWh) |
|------|--------------------|---|------------|----------|-------------------------------|
| NIMO | 0233879108 | Whispering Oaks, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 0419132004 | W. Entry Rd, Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 0495007013 | Chillingham Way Pump Sta., Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 0966385106 | West Phoenix Sewer Dist., Phoenix, NY 13135 | 09/04/15 | 09/03/18 | \$0.05279 |
| NIMO | 1503036003 | Belgium Rd, Baldwinsville, NY 13027-2715 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 1737844004 | 8220 LOOP RD, BALDWINSVILLE, NY 130271321 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 1805180108 | Radburn Dr, Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 2205180107 | Town Park, Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 2697142039 | 8220 Loop Rd EL., Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 5149818114 | Ashington Dr Pump Hse, Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 5845182108 | Misty Cove Cir Pump, Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 7465187103 | Elizabeth St, Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 7485181107 | Stanford Dr, Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 7569102019 | Timber Banks Sewage Pump Sta, Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 7973882108 | Seneca Estates, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 7993882104 | Melia Park, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 8013882103 | Clinton Heights, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |

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|------|------------|--|----------|----------|-----------|
| NIMO | 8033882109 | Lysander Lights, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 8053882105 | Radisson, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 8073882101 | Fairways North, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 8093882107 | Valley View, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 8113882105 | W. Phoenix, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 8133882101 | Morgan Riverside, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 8173882103 | Plainville Lights, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 8193882109 | Barbara Lane, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 8285181104 | Melvin Dr, Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 8765182105 | Maintenance Bldg, Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |
| NIMO | 8826384103 | River Rd Pump, Baldwinsville, NY 13027 | 09/04/15 | 09/03/18 | \$0.05279 |
| NIMO | 8969550005 | Timber Banks, Baldwinsville, NY 13027 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 9813881103 | 8220 LOOP RD, BALDWINSVILLE, NY 130271321 | 09/21/15 | 09/17/18 | \$0.05279 |
| NIMO | 9905177101 | Lamson Rd, Baldwinsville, NY 13027 | 09/03/15 | 08/30/18 | \$0.05279 |

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 and understand that:

- We are making a payment to Blue & Silver Energy Consulting in connection with its efforts to facilitate our entering into this Agreement; and
- Your price reflects the fee we are paying to Blue & Silver Energy Consulting
- Blue & Silver Energy Consulting is acting on your behalf as your representative and is **not** a representative or agent of ours.
- You should direct any questions regarding such fee to Blue & Silver Energy Consulting.

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