



AGENDA

October 17, 2022

Subscribe to our YouTube page for live stream

I. **OPEN MEETING**

II. **EXECUTIVE SESSION** - Litigation

III. **NEW BUSINESS**

- Introduction of Local Law for entitled "2022 Amendments to Chapter 98 Zoning Law".
- Discuss Constellation contract.
- Reservoir Road parcels.
- FBS Parking update.
- Discussion on County refusal to reimburse the village for unpaid town water and sewer charges.

IV. **OLD BUSINESS**

- Engineer's Report
- Status of Water System.

V. **MOTION TO PAY BILLS**

VI. **ADJOURNMENT**

DRAFT FOR DISCUSSION ONLY

At a Meeting of the Village of Pawling Board of Trustees held at Village Hall, 9 Memorial Avenue, Pawling, New York, on the ___ day of _____ 2022, at 7:00 PM

RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF PAWLING

Identifier: Introducing Local Law No ___ for the year 2022 entitled “2022 Amendments to Chapter 98 Zoning Law” relating to clarifying certain provisions therein, including provisions relating to determining maximum density and floor area ratio, determining whether a given lot is a large lot or a small lot and adding or amending certain defined terms.

The meeting was called to order by Mayor Lauri Taylor and the following were:

P R E S E N T:

- ___ Mayor Lauri Taylor
- ___ Trustee Daniel Peters
- ___ Trustee John Burweger
- ___ Trustee Gerald Locascio
- ___ Trustee Tom Meyer

Trustee _____ moved the following resolutions seconded by Trustee _____:

RESOLVED: That Village of Pawling Local Law No. ___ for the Year 2022 entitled “2022 Amendments to Chapter 98 Zoning Law” be introduced;

RESOLVED: that the text of this proposed local laws is follows:

1. Purpose and intent.

The purpose of this local law is to amend Chapter 98 Zoning of the Code of the Village of Pawling to clarify certain provisions therein.

2. Density Calculation for Multi-family Residential Dwellings

The text relating to Multi-family Residential Dwellings in the first column of the “Table of Uses Schedule A Schedule of Permitted Uses” in Chapter 98 is amended to read as follows:¹

¹ For the avoidance of doubt, this local law deletes the following text from the Zoning Law: “ Multi-family Residential Dwelling; provided, however, that density shall not exceed ten families per acre of land, nor more than a proportional number of families on a fractional part of an acre of land”

“Multi-family Residential Dwelling; provided, however, that the density of a given lot shall not exceed the product of (i) ten (10) multiplied by (ii) the Net Residential Acreage of such lot; provided, however, if such calculation does not result in a whole number of units and the fraction of a unit is less than .5 then the density of such lot shall be rounded down to the nearest whole number and if such calculation does not result in a whole number of units and the fraction of a unit is equal to or greater than .5 then the density of such lot shall be rounded up to the nearest whole number Examples of such density calculation are set forth in Table A below:

TABLE A

Net Residential Acreage of Lot in acres	Maximum Density (i.e. Maximum number of dwelling units permitted on Lot)
2.44	24
2.45	25
2.46	25

3. **Amendment of Definitions Section.** §98-5 of the Zoning Law entitled “Definitions” is amended to add or amend the terms set forth below. For the avoidance of doubt, in the event that a definition in this local law **no for the year 2022** conflicts with the definition of the same term elsewhere in the Zoning Law, the definition in this local law shall apply.

BOARD or BOARD of TRUSTEES – the board of trustees of the Village

BUILDING — Any structure or series of connected structures having a roof or roof supported by columns or by walls and intended for the shelter, housing or enclosure of persons, animals or chattel.

BUILDING PERMIT — A permit issued pursuant to § 10-6 of Chapter 10A of the Code. The term "building permit" shall also include a building permit which is renewed, amended or extended pursuant to any provision of such Chapter 10A.²

BUILDING, PRINCIPAL - A building in which is conducted the main use of the lot on which said building is located.

BUILDING INSPECTOR — The Building Inspector or Contracted Inspector, as the case may be, appointed pursuant to § 10-5 of Chapter 10A of the Code.

CERTIFICATE OF OCCUPANCY — A certificate issued pursuant to § 10-9 of Chapter 10A of the Code

CHAPTER- Chapter 98 of the Code.

² Chapter 10A was enacted pursuant to Local Law No 2 for the year 2022.

CODE — the Code of the Village of Pawling as defined in Section 1.1 et seq. thereof.

DENSITY — A unit of measurement; "density" means the maximum number of residential dwelling units permitted on a given lot.

FLOOR AREA RATIO — the combined gross floor area in square feet of all buildings on a lot divided by the area of such lot in square feet. In calculating the floor area of a building or buildings on a given lot, all floors within each building shall be included. For example, assume that the gross floor area of given lot equals 40,000 square feet and that such lot is to be improved by two (2) buildings, one with three (3) floors with 2,500 square feet of gross floor area each and the other with one floor with a gross floor area of 10,000 square feet. Under such example, the floor area ratio would be .43 calculated as follows: $((3 \times 2,500) + 10,000)/40,000$.

LEGAL REQUIREMENT — any provision of this Chapter 98, other sections of the Code and/or any other state or local law, ordinance or regulation related to construction, development and/or use of buildings, structures and lots and other land within the Village.

LOT — A parcel of land whose boundaries are established or are to be established by some legal instrument such as a recorded deed or map and which has been established or is to be established in accord with applicable Legal Requirements as a separate parcel of land for the purposes of transfer of title and/or for purposes of obtaining site plan approval, a special use permit and/or any other approval specified in this Chapter.

LOT, CONFORMING — a conforming lot is a lot which fully conforms to the minimum lot size of the Zoning Law applicable to the district or districts in which such lot is situated

LOT, LARGE -- a large lot is a lot containing three (3) or more acres. In the event that, in connection with a given use or uses, two (2) or more lots are consolidated or merged, or are to be consolidated or merged, into a single lot, the combined gross acreage of each such lot shall be included in determining whether the merged or consolidated lot, as the case may be, is a large lot or a small lot. For the avoidance of doubt in the event that a consolidation or merger of two (2) or more lots into a single lot is to occur prior to, as a condition of or after any site plan approval, special use permit approval or other approval under this Chapter, the combined acreage of each such lot shall be included in determining whether the resulting lot is a large lot or a small lot.

LOT, SMALL - a small lot is any lot which is not a large lot.

NET RESIDENTIAL ACREAGE - the total acreage of a given lot reduced by each of the following: (i) any acreage on such lot which the Planning Board determines is not subject to development due to development constraints, including but not limited to wetlands, watercourses, one-hundred-year floodplains, slopes of 15% or greater and areas with deficient subsoils; and (ii) any acreage that the Planning Board determines is dedicated or to be dedicated solely to non-residential uses on

the lot, such as, but not limited to non-residential building coverage areas, parking spaces, parking lot, access roads, driveways, setback areas and landscaping dedicated solely to the non-residential use(s). In making such determination, any acreage which the Planning Board determines is dedicated to both residential and non-residential uses (including but not limited to mixed use buildings, shared parking lot and shared access roads) shall be allocated to the residential and non-residential uses on a pro rata basis based on the relative floor area of the buildings allocated to residential use and non-residential use.

For example, if an access road on a given lot covers an acre of land and is dedicated to both the residential and the non-residential uses on such lot, and if the square footage of the building(s) devoted to residential use is 10,000 and the square footage of the buildings(s) devoted to non-residential use is 20,000 (resulting in an aggregate of 30,000 square feet) then for purposes of determining Net Residential Acreage, 1/3rd of the acreage of such access road (10,000/30,000) will be deemed to be dedicated to residential use and 2/3rds will be deemed to be dedicated to non-residential use.

OFFICE – A building used for business, medical, professional, administrative or government purposes, including without limitation lawyers, doctors and other health care professionals, authors, consultants, financial and business advisers, architects, engineers, surveyors and accountants.

PERSON —an individual, corporation, limited liability company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.

PERSONAL SERVICE STORE -means a shop or store providing on site services to customers, such as but not limited to, shoe repair, barber shops, beauty parlors and tailors; provided, however, a personal service store does not include an office other than an office which is ancillary to the operation of a personal service store.

SITE – a lot.

STRUCTURE — Anything constructed or erected on the ground or with a fixed location on the ground or attached to something having a fixed location on the ground, including but not limited to buildings, walls, fences, radio towers, power-generating equipment such as freestanding windmills and solar panels, swimming pools, billboards, poster panels and signs.

ZONING LAW- Local Law #2 for the year 1995 entitled Chapter 98 Zoning Law, as amended.

4. Clarification of Special Permit Conditions Applicable to Large Lots.

§98-76D is amended to add the following immediately prior to item number “1”:

“The following conditions are applicable to any Large lot:”

5. Clarification of Retail Use Special Use Permit Square Footage limitations.

Paragraph A of §98-76 is amended to add the following sentence at the end of such section: For the avoidance of doubt, each of the uses specified in this paragraph A of §98-76 shall be deemed to be a separate retail use, including without limitation for the purpose of calculating the maximum square footage of retail uses permitted on a given site as provided in item 3 in paragraph D of §98-76 and item 1 in paragraph E of §98-76.

6. Severability, Savings Clause, Inconsistencies

- A. If any section of this local law shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to affect, impair, or invalidate the remainder of this local law and Chapter 98.
- B. In the event of any inconsistencies between this local law and other provisions of the Zoning Law or any other local law of the Village enacted prior to the effective date of this Chapter, the terms of this local law shall prevail and be controlling.

7. When effective.

This Chapter shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with § 27 of the Municipal Home Rule Law.”

RESOLVED: that this proposed local law be referred to the Dutchess County Department of Planning pursuant to General Municipal Law §239m; and

RESOLVED: that the Board of Trustees determines that the adoption of this proposed local law is an unlisted action under New York State Environmental Quality Review Act (“SEQRA”);

RESOLVED that the Board of Trustees is designated as lead agency under SEQRA with respect to this proposed local law;

RESOLVED, that a public hearing be held in relation to the proposed local law as set forth in the form of notice, hereinafter provided, at which hearing parties in interest and citizens shall have an opportunity to be heard, with such hearing to be held at the Village Hall on _____ at 7 o'clock p.m., Prevailing Time, and that notice of said meeting shall be published in the official newspaper of general circulation in the Village of Pawling by the Village Clerk, at least ten (10) before such hearing and that such notice shall be in the following form;

NOTICE OF PUBLIC HEARING

TAKE NOTICE that the Board of Trustees of the Village of Pawling will hold a public hearing at the Village Hall, 9 Memorial Avenue, Pawling, New York on _____, 2022, at 7 o'clock p.m., Prevailing Time on Proposed Local Law No. ___ of 2022 entitled "2022 Amendments to Chapter 98 Zoning Law";

TAKE FURTHER NOTICE, that copies of the aforesaid proposed local law will be available for examination at the Village of Pawling Village Hall, 9 Memorial Avenue, Pawling, New York.

TAKE FURTHER NOTICE, that all persons interested and citizens shall have an opportunity to be heard on said proposed local law at the time and place aforesaid.

DATED: Pawling, New York

_____, 2022

JENNIFER OSBORN, VILLAGE CLERK

The question of the foregoing Resolutions was duly put to a vote, the Board of Trustees voting as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Mayor Lauri Taylor	—	—	—
Trustee Daniel Peters	—	—	—
Trustee John Burweger	—	—	—
Trustee Gerald Locascio	—	—	—
Trustee Tom Meyer	—	—	—
TOTAL	—	—	—

I hereby certify that the above is a true and correct copy of the Resolutions passed by the Village of Pawling Board of Trustees at a meeting held on October 17, 2022.

Date: _____ 2022

Jennifer Osborn, Village Clerk



**Agreement is Not
Valid Unless
Executed by Seller**

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Flexible Index Solutions**

CUSTOMER DISCLOSURE STATEMENT*

Length of the agreement and end date:	Your agreement with us becomes binding once signed by both of us. Subject to successful enrollment of your Account(s), we will supply each Account with electricity starting on or about the date set forth on the Account Schedule below under "Start Date", through on or about the date set forth on the Account Schedule below under "End Date", unless extended on a holdover basis as described in this Agreement. We will use commercially reasonable efforts to begin service to each Account on the actual meter read date on or about the Start Date. However, if we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment.																		
Process customer may use to rescind the agreement without penalty.	As a commercial or industrial customer (rather than a residential customer), once you have signed a valid and binding agreement with us, you have no right to rescind our agreement without penalty.																		
Amount of early termination fee and method of calculation:	If you terminate our contract prior to the End Date as stated above other than due to our default as specified in the agreement, you may be liable for an early termination payment calculated as the difference between (1) the prices below multiplied by the remaining anticipated usage of your account(s) and (2) the amount we would be able to resell such related services. This calculation will also apply to any subsequent Retail Trade Transactions you enter into to fix the price for a portion of your usage or for green renewable energy certificates. You will also be liable for all past due amounts as well as any costs incurred by us in connection with collecting any such amounts.																		
Amount of late payment and method of calculation:	If you fail to pay within twenty (20) days of the invoice date, you are liable for late payment interest, which will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month or the highest rate permitted by law (whichever is less).																		
Provisions for renewal of the agreement:	At the End Date, if for any reason you fail to renew this Agreement and/or if any Account(s) remain designated by the UDC as being served by us, we may continue to serve your Account(s) on a month-to-month holdover basis. In this case, we will charge you the Holdover Rate for the period following the End Date unless we enter into a new agreement or either of us returns your account(s) to UDC service or as being served by another supplier.																		
	The Holdover Rate is your account(s)'s kilowatt-hour usage in each hour (adjusted by the applicable line loss factors) multiplied by the sum of the NYISO locational marginal price plus all costs we incur in serving the account(s) plus our fee (specified in the Agreement as \$.007000/ kWh) plus applicable Taxes. We will use the day ahead locational marginal price for all account(s).																		
Conditions under which savings to the customer are guaranteed:	There are no guaranteed savings for this product.																		
Fixed or Variable, (explanation of how the price is determined):	<p>Your bill is calculated using the fixed prices below and the quantities of use indicated for each price. For each of the items listed as fixed below, this means the item is included in your fixed price. For each of the items listed as passed through below, you will be charged a variable price to cover the costs associated with the item. The prices do not include UDC charges and Taxes (except in the case of NYC UXT (defined below) when Utility Consolidated billing is used).</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Energy Cost</td> <td>Passed Through</td> </tr> <tr> <td>Ancillary Services And Other ISO Costs</td> <td>Passed Through</td> </tr> <tr> <td>Capacity Costs</td> <td>Passed Through</td> </tr> <tr> <td>Line Loss Costs</td> <td>Passed Through</td> </tr> <tr> <td>NY Public Policy Transmission Costs</td> <td>Passed Through</td> </tr> <tr> <td>NY Tier 1 REC Program Costs</td> <td>Passed Through</td> </tr> <tr> <td>NY Tier 2 REC Program Costs</td> <td>Passed Through</td> </tr> <tr> <td>NY TOTS Project Costs</td> <td>Passed Through</td> </tr> <tr> <td>NY ZEC Program Costs</td> <td>Passed Through</td> </tr> </table>	Energy Cost	Passed Through	Ancillary Services And Other ISO Costs	Passed Through	Capacity Costs	Passed Through	Line Loss Costs	Passed Through	NY Public Policy Transmission Costs	Passed Through	NY Tier 1 REC Program Costs	Passed Through	NY Tier 2 REC Program Costs	Passed Through	NY TOTS Project Costs	Passed Through	NY ZEC Program Costs	Passed Through
Energy Cost	Passed Through																		
Ancillary Services And Other ISO Costs	Passed Through																		
Capacity Costs	Passed Through																		
Line Loss Costs	Passed Through																		
NY Public Policy Transmission Costs	Passed Through																		
NY Tier 1 REC Program Costs	Passed Through																		
NY Tier 2 REC Program Costs	Passed Through																		
NY TOTS Project Costs	Passed Through																		
NY ZEC Program Costs	Passed Through																		

FOR INTERNAL USE ONLY

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 **Flexible Index Solutions**:

First Available Start Date	Last Available End Date	Retail Service Price (\$/kWh)
10/01/22	12/12/23	\$0.00370

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

FOR INTERNAL USE ONLY

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

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

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

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

We will pass through Energy Costs using the day ahead locational marginal price, which changes hourly (or sub-hourly in some markets), for the applicable ISO zone for your Account. If your Account(s) are not equipped with meters that provide an hourly (or sub-hourly in some markets) reading, we will use either the load profiles provided by the UDC applicable to the Account or, in the absence of such load profiles provided by the UDC on a timely basis, an otherwise reasonable allocation method established by us, in order to obtain hourly (or sub-hourly in some markets) readings to calculate costs associated with usage at market index prices. You may fix the Energy Costs for some or all of your usage as described in Retail Trade Transactions Section, below.

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	Passed Through
Ancillary Services And Other ISO Costs	Passed Through
Capacity Costs	Passed Through
Line Loss Costs	Passed Through
NY Public Policy Transmission Project Costs	Passed Through
NY Tier 1 REC Program Costs	Passed Through
NY Tier 2 REC Program Costs	Passed Through
NY TOTS Project Costs	Passed Through
NY ZEC Program Costs	Passed Through

The contract prices contained in the Account Schedule include any credit costs and margin. Seller will pass through a reasonably-calculated charge for forecast discrepancies, which will be invoiced with Ancillary Services and Other ISO Costs.

New York (NY) Public Policy Transmission Project Costs: Your contract price **does not include** NY Public Policy Transmission Project Costs. Such NY Public Policy Transmission Project Costs are considered Pass-Through charges under this Agreement and shall be passed through to you during the term of this Agreement.

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

FOR INTERNAL USE ONLY

NY Tier 2 REC Program Costs: Your contract price does not include NY Tier 2 REC Program Costs. Such NY Tier 2 REC Program Costs are considered Pass-Through charges under this Agreement and shall be passed through to you during the term of this Agreement.

"NY Tier 2 REC Program Costs" means any costs related to the purchase of Tier 2 eligible renewable energy certificates ("Tier 2 REC's") associated with the expansion of the Clean Energy Standard to include additional compliance requirements in accordance with the "Order Adopting Modifications to the Clean Energy Standard" in DPS Case 15-E-0302 dated October 15, 2020 (as may be proposed or implemented during the term of this Agreement).

In addition to the Cost Components in the table above, You will be charged, as a Pass Through, the costs associated with each of the following items/charges listed below:

New York Offshore Wind Renewable Energy Credits ("NY OREC Costs"): Your contract price does not include NY OREC Costs. If this Agreement has an End Date on or after January 1, 2024, such NY OREC Costs associated with serving Your Account(s) is considered Passed Through charges under this Agreement and shall be passed through to You.

"NY OREC Costs" means any costs related to the purchase of offshore renewable energy credits ("ORECs") from eligible offshore wind generating facilities to comply with the New York Offshore Wind Standard as described in the "Order Establishing Offshore Wind Standard and Framework for Phase 1 Procurement" in DPS Case 18-E-0071, and "Proceeding on Motion of the Commission to Implement a Large-Scale Renewable Program and a Clean Energy Standard." in DPS Case 15-E-0302, as may be amended or modified from time to time.

New York Power Authority ("NYPA") Economic Development Power Programs: If You have elected or any time during the term of this Agreement elects to participate in and receive power for Your Account(s) under this Agreement (including but not limited to) the Recharge New York, Replacement Power, Expansion Power, Preservation Power or Temporary Power Assistance programs (collectively, the "NYPA Economic Development Power Programs") approved by the NYPA board on March 31, 2020, as may be amended from time to time, then You understands and agrees that any costs or losses associated with (i) adding new programs or implementing a change or modification to NYPA Economic Development Power Programs or (ii) a change or modification to the specific allocation associated with the Account(s) participating in the NYPA Economic Development Power Programs during the term of this Agreement will be Passed Through to You as a Change in Law pursuant to the terms of the Master Agreement.

New York ("NY") Tier 4 REC Program Costs: Your contract price does not include NY Tier 4 REC Program Costs. Such NY Tier 4 REC Program Costs are considered Pass-Through charges under this Agreement and shall be passed through to You.

"NY Tier 4 REC Program Costs" means any costs related to the purchase of Tier 4 eligible renewable energy certificates ("Tier 4 REC's") associated with the expansion of the Clean Energy Standard to include additional compliance requirements in accordance with the "Order Adopting Modifications to the Clean Energy Standard" in DPS Case 15-E-0302 dated October 15, 2020 (as may be proposed or implemented during the term of this Agreement).

For clarification purposes only:

Retail Trade Transactions. At any time during the term of this Agreement, you may enter into one or more Retail Trade Transactions ("RTTs") with us, which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of: (1) electricity to fix your price of energy for supply period of three month or longer equal to a prescribed percentage of your load volume and associated line loss; and (2) renewable energy certificates in an amount equal to a prescribed percentage of your load volume.

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

FOR INTERNAL USE ONLY

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") + \$.007000/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

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

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

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

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

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

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

UDC Name	UDC Abbreviation	Contact Numbers
New York State Electric and Gas	NYSEG	1-800-572-1131

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

FOR INTERNAL USE ONLY

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

Constellation NewEnergy, Inc.

Customer: Village of Pawling

Signature: _____

Signature: _____

Printed Name:
Title:

Printed Name:
Title:

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

Date: _____
Address: 9 Memorial Ave
Pawling, NY 12564-1125

Fax: **888-829-8738**
Phone: **844-636-3749**

Fax:
Phone:
Email:

FOR INTERNAL USE ONLY

General Terms and Conditions

1. Definitions.

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

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

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

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

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the "Line Loss Usage"). If Line Loss Costs are "Fixed," the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are "Fixed (Charged Separately)," the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. 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 locational marginal price for the Line Loss Usage.

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

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

"NY Tier 1 REC Program Costs" means any cost related to the purchase of Tier 1 eligible renewable energy certificates ("Tier 1 REC's") associated with the "Order Adopting a Clean Energy Standard" in DPS Case 15-E-0302.

"NY TOTS Project Costs" means costs implemented by the NYISO and associated with the development of the transmission facilities in New York (the New York Transmission Owner Transmission Solution ("TOTS")) as approved by the Federal Energy Regulatory Commission ("FERC") pursuant to order 154 FERC 61,196 issued on March 17, 2016, as may be amended or modified from time to time. If NY TOTS Project Costs are "Passed Through," under this Agreement then your contract price **does not include** NY TOTS Project Costs, and such TOTS Project Costs shall be passed through to you. You shall be responsible for paying your pro rata share of the NY TOTS Project Costs.

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

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

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

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

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority,

directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

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

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

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

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

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

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

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

FOR INTERNAL USE ONLY

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

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

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

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

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

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price. Customer agrees and acknowledges that the

FOR INTERNAL USE ONLY

information associated with the Account(s) hereunder, including but not limited to usage data, the UDC issued account numbers, service address and any other such information contained in this Agreement are not considered confidential or protected information. Therefore, Seller is authorized to send unencrypted email messages to Customer and/or Customer's authorized agent or representative which email may include a copy of this Agreement or other Account(s) related information necessary for Seller to perform its obligations under this Agreement.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

FOR INTERNAL USE ONLY

ACCOUNT SCHEDULE:

For: Village of Pawling

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on September 26, 2022

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

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

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

No. of Service Accounts: 12

UDC	UDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)
NYSEG	N0100000054643	Corbin Road, Pawling, NY 12564	10/12/22	12/11/23	Village \$0.00370
NYSEG	N0100000086942	Libby Lane Pump, Pawling, NY 12564	10/12/22	12/11/23	Village \$0.00370
NYSEG	N01000000108894	0 ST LIGHTING STLGT, PAWLING, NY 12564	10/01/22	11/30/23	Village \$0.00370
NYSEG	N01000001235126	NEAR 179 RESERVOIR RD, PAWLING, NY 12564	10/06/22	12/05/23	Village \$0.00370
NYSEG	N01000001796259	NEAR 16 HENRY ST, PAWLING, NY 12564	10/12/22	12/11/23	Village \$0.00370
NYSEG	N01000002439669	Railroad Ave Chamber of Commerce, Pawling, NY 12564	10/12/22	12/11/23	Village \$0.00370
NYSEG	N01000003577434	NEAR 46 COULTER AVE, PAWLING, NY 12564	10/12/22	12/11/23	Village \$0.00370
NYSEG	N01000003581725	9 MEMORIAL AVE S MUNI BLD, PAWLING, NY 125641125	10/12/22	12/11/23	Village \$0.00370
NYSEG	N01000005017975	NEAR 179 RESERVOIR RD &, PAWLING, NY 12564	10/06/22	12/05/23	Village \$0.00370
NYSEG	N01000005216486	E MAIN ST SIGNS &, PAWLING, NY 12564	10/12/22	12/11/23	Village \$0.00370
NYSEG	N01000008245755	NEAR 18 BAXTER RD WTR PUMP, PAWLING, NY 12564	10/12/22	12/11/23	Village \$0.00370
NYSEG	N01000059529701	100 CHARLES COLMAN BLVD ST LIGHTS, PAWLING, NY 12564	10/12/22	12/11/23	Village \$0.00370

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

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

FOR INTERNAL USE ONLY

At a Meeting of the Pawling Village Board of Trustees held at Village Hall, 9 Memorial Avenue, Pawling, New York, on the ___th day of October 2022, at 7:00 PM.

RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF PAWLING

Identifier: Resolution regarding an electricity supply agreement with Constellation NewEnergy, Inc. for electricity provider services

The meeting was called to order by Mayor Lauri Taylor and the following were:

P R E S E N T:

- Mayor Lauri Taylor
- Trustee Daniel Peters
- Trustee John Burweger
- Trustee Gerald Locascio
- Trustee Thomas Meyer

The following Resolution was proposed by Trustee _____ who moved its adoption, and seconded by Trustee _____.

WHEREAS, the Board of Trustees desires to reduce its electricity costs to the maximum extent practical;

WHEREAS, the Board of Trustees has identified Kevin Hamilton of NuEnergen as a person with specialized professional expertise in identifying companies who can offer the Village the opportunity to enter into a variable rate contract with the option to lock in its electricity supply cost per kilowatts/hour for one or more fixed time periods during the term of the agreement;

WHEREAS, Kevin Hamilton has explored various companies that might be able to offer the Village such an opportunity and has recommended that the Village enter into a contract with Constellation NewEnergy, Inc. in the form attached to and made a part hereof (“Constellation Agreement”);

WHEREAS, in accord with the Village’s procurement policies, the Board of Trustees has determined that soliciting alternative proposals and quotations through another consultant or electricity provider would not be in the best interest of the Village because the subject services require special skill, training and experience and, in this regard, Mr. Hamilton is known for his

accountability, reliability, responsibility, skill, training, and judgment, qualities which are not necessarily found in the individual or company offering the lowest price in the provision of electricity.

NOW THEREFORE, BE IT RESOLVED as follows:

(i) The Village Board approves the Constellation Agreement in the form attached to this resolution;

(ii) Mayor Lauri Taylor is authorized to finalize negotiations of the Constellation Agreement (including any changes to the Constellation Agreement that she deems are beneficial or advantageous to the Village), to execute the final version of such Constellation Agreement on behalf of the Village and to take such other actions as she deems convenient, necessary or advisable in order to effectuate the execution of the Constellation Agreement by both parties.

The question of the foregoing Resolution was duly put to a vote, the Board of Trustees voting as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Mayor Lauri Taylor	—	—	—
Trustee Daniel Peters	—	—	—
Trustee John Burweger	—	—	—
Trustee Gerald Locascio	—	—	—
Trustee Thomas Meyer	—	—	—
TOTAL	—	—	—

I hereby certify that the above is a true and correct copy of the Resolution passed by the Village of Pawling Board of Trustees at a meeting held on _____, 2022.

Date: _____, 2022

Jennifer Osborn, Village Clerk

“Constellation Agreement”

EXCLUSIVE RIGHT TO SELL AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT ("AGREEMENT"). IF NOT FULLY UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.

I/WE Village of Pawling ("OWNER") the OWNER of property located at 85 Tracy Road, Pawling, NY 12564 ("PROPERTY") do hereby give you, McGrath Realty Inc. ("LISTING BROKER") the exclusive right to sell the PROPERTY for \$ 175,000.00 from 12:01 A.M. on / /20 until 11:59 P.M. on / /20 ("LISTING PERIOD") and to make an offer of compensation to all participants of the OneKey® Multiple Listing Service, LLC (OneKey® MLS) authorized under law to receive a commission. OWNER and LISTING BROKER agree that they are contractually bound by this AGREEMENT as of the Effective Date.

Further, OWNER and LISTING BROKER agree that no marketing, promotion, sales activity, or showing of the PROPERTY shall take place until the LISTING CONTENT is entered into the OneKey® MLS system and made available to other OneKey® MLS Participants on (insert date).

No provision of this AGREEMENT is intended to nor shall be understood to establish or imply any contractual relationship between the OWNER and OneKey® MLS and/or any REALTOR® Associations nor has OneKey® MLS and/or any REALTOR® Associations in any way participated in any of the terms of this AGREEMENT, including the commission to be paid.

COMPENSATION

1. The OWNER hereby agrees to pay the LISTING BROKER a total commission in the amount of 5% of the selling price or \$ NA.
Owner also agrees that said commission shall be shared with Cooperating Brokers as follows:
If the Cooperating Broker is a Seller's Agent 0% of the selling price or \$ NA.
If the Cooperating Broker is a Broker's Agent 0% of the selling price or \$ NA.
If the Cooperating Broker is a Buyer's Agent 2.5% of the selling price or \$ NA.
This commission is offered to OneKey® MLS Participants only.


OWNER INITIAL

COMMISSION EARNED AND OWNER(S) OBLIGATIONS AFTER THE EXPIRATION/TERMINATION OF AGREEMENT

2. A commission shall be earned and payable under any of the following conditions: (a) If the LISTING BROKER or cooperating broker produces a buyer ready, willing and able to purchase the PROPERTY on such terms and conditions acceptable to the OWNER; (b) If through the LISTING BROKER's or cooperating broker's efforts a buyer and the OWNER reach an agreement upon all the essential terms of a transaction; (c) If the PROPERTY is sold or transferred during the term of this LISTING AGREEMENT whether or not the sale or transfer is a result of the LISTING BROKER's efforts and even if the PROPERTY is sold or transferred as a result of the efforts of the OWNER or any other broker or agent not acting under this LISTING AGREEMENT; (d) If the LISTING BROKER or cooperating broker is the procuring cause of a transaction. If within 30 days after the expiration or termination of the LISTING PERIOD, OWNER accepts a purchase offer on the PROPERTY from any person to whom the PROPERTY has been shown during the LISTING PERIOD, OWNER will pay LISTING BROKER the aforementioned commission/fee as if LISTING BROKER had made the sale provided the PROPERTY goes to closing. The preceding sentence shall not apply if OWNER in good faith enters into a valid listing agreement for the PROPERTY with another New York State licensed real estate broker after the expiration or termination of this AGREEMENT.

3. If OWNER terminates this LISTING AGREEMENT or the LISTING BROKER's authority provided herein prior to the end of the LISTING PERIOD, the LISTING BROKER shall retain its contract rights (including but not limited to recovery of its commission, advertising expenses and/or any other damages incurred) by reason of OWNER's termination.

MARKETING

4. OWNER grants to the LISTING BROKER full discretion to determine the appropriate marketing approach for the PROPERTY. LISTING BROKER will undertake to find a ready, willing, and able purchaser and in order to do so will engage in marketing activity which may include all forms of advertising.

AUTHORIZATION FOR "FOR SALE" SIGN AND OTHER SERVICES

- 5. LISTING BROKER (is) (is not) authorized to place a "For Sale" sign on the PROPERTY. (Check one)
- 6. LISTING BROKER (is) (is not) authorized to use a lockbox. (Check one)
- 7. OWNER (gives permission) (does not give permission) to the LISTING BROKER to share keys to the PROPERTY with cooperating brokers. (Check one)

RENTAL OF PROPERTY

8. Should the OWNER desire to rent the property during the period of this agreement, LISTING BROKER is hereby granted the sole and exclusive right to rent the PROPERTY. OWNER agrees to pay LISTING BROKER a rental commission of . The commission for the lease term is due and payable (check one) upon the execution of the lease upon the date of occupancy. The commission for any renewal thereof, is due and payable upon the commencement of each renewal term. In the event the Property is sold during the term of the lease, the OWNER shall owe the LISTING BROKER the commission as set forth in paragraph 1 above.

ADDITIONAL POINTS

9. Additional Points of Agreement, if any: commission reduced to 4% for dual agency.

ALL MODIFICATIONS TO BE MADE IN WRITING

10. OWNER and LISTING BROKER agree that no change, amendment, modification or termination of this AGREEMENT shall be binding on any party unless the same shall be in writing and signed by the parties.

MAINTENANCE OF PROPERTY

11. OWNER is responsible for the condition, maintenance and/or utilities for the PROPERTY including snow removal and lawn maintenance. OWNER agrees to indemnify and hold harmless the LISTING BROKER and cooperating brokers from any claim arising out of personal injuries to any persons injured on the PROPERTY and/or loss or damage to personal property except if caused by the gross negligence of the LISTING BROKER or cooperating broker. OWNER shall have the right to select counsel in such event, subject to the approval of the LISTING BROKER and/or cooperating broker, which approval shall not be unreasonably withheld.

HOME EQUITY THEFT PROTECTION ACT

12. OWNER acknowledges that OWNER is aware of the Home Equity Theft Prevention Act and particularly the provisions of Section 265 of the Real Property Law of the State of New York. In order to ensure compliance with same, OWNER warrants and represents that:

- (a) OWNER is not in default of any mortgage affecting real property by reason of there being payments due and unpaid on any mortgage for two (2) months or more;
- (b) there are no actions pending against the real property to foreclose a mortgage; and
- (c) the PROPERTY is not shown as an active property on a tax lien sale list and all real estate taxes have been paid through the next lien date.

13. In the event that the above circumstances change after the execution of this listing agreement, OWNER hereby covenants and agrees that OWNER will communicate with LISTING BROKER regarding any of the matters referred to above in subparagraph (a), (b) or (c) and to keep LISTING BROKER fully apprised of same.

ESCROW AND RECOVERY OF FEES

14. (a) Escrow. If, for any reason, LISTING BROKER is not paid the compensation set forth herein on the due date, OWNER shall establish an escrow account with a party mutually agreeable to LISTING BROKER and OWNER or a title insurance agent or company, and shall place into said escrow account an amount equal to the compensation set forth herein. The escrow monies shall be paid by OWNER to said escrow agent and shall be held in escrow until the parties' rights to the escrow monies have been determined (i) by the written agreement of the parties; (ii) pursuant to an arbitration award; (iii) by order of a court of competent jurisdiction; or (iv) some other process to which the parties agree to in writing.

(b) Commission Escrow Act. Alternatively, LISTING BROKER shall have the right to exercise LISTING BROKER's rights under the Commission Escrow Act and specifically, Real Property Law Section 294-b. The provisions of said law may require the deposit of the commission claimed by LISTING BROKER, with the County Clerk in the County in which the property is located. Notice is hereby given in accordance with Section 294-b(4)(k) as follows:
AT THE TIME OF CLOSING, YOU MAY BE REQUIRED TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK IN THE EVENT THAT OWNER DOES NOT PAY THE BROKER HIS OR HER COMMISSION AS SET FORTH HEREIN. YOUR OBLIGATION TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK MAY BE WAIVED BY THE BROKER.

(c) Attorney Fees. In any action, proceeding or arbitration to enforce any provision of this AGREEMENT, or for damages caused by default, the prevailing party shall be entitled to reasonable attorney fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event LISTING BROKER hires an attorney to enforce the collection of any commission due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, OWNER agrees to pay the reasonable attorney fees, costs and related expenses incurred by LISTING BROKER.

INDEMNITY

15. In the event any claim or action is commenced against the LISTING BROKER or a cooperating broker as a result of the LISTING BROKER or cooperating broker obeying the lawful instructions of the OWNER, then, and in such event, the OWNER hereby agrees to defend, indemnify and hold harmless the LISTING BROKER or cooperating broker in any such claim or action. OWNER shall have the right to select counsel in such event, subject to the approval of the LISTING BROKER and/or cooperating broker, which approval shall not be unreasonably withheld.

PROPERTY CONDITION DISCLOSURE

16. As the owner of residential real property, OWNER must complete and sign a Property Condition Disclosure Statement as required by Real Property Law §462(2) and cause it, or a copy thereof, to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale. A copy of the Property Condition Disclosure Statement containing the signatures of both the buyer and the OWNER must be attached to the real estate purchase contract. If OWNER acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement previously provided, OWNER must deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, will OWNER be required to provide a revised Property Condition Disclosure Statement after the transfer of title from OWNER to the buyer or after the buyer has commenced occupancy of the PROPERTY. If OWNER fails to deliver a Property Condition Disclosure Statement to the buyer prior to the buyer signing a binding contract of sale, the buyer will be entitled to a credit in the amount of \$500.00 against the purchase price of the PROPERTY upon the transfer of title.

COPYRIGHT NOTICE

17. The OWNER authorizes the LISTING BROKER to enter information and any photograph, image, graphics or video recording, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the PROPERTY whether taken by the LISTING BROKER's agent, supplied by OWNER, or otherwise ("LISTING CONTENT"), into a listing content compilation owned by OneKey® MLS. The OWNER understands and agrees that said compilation is exclusively owned by OneKey® MLS who alone possess the right to publish said compilation in any media form it deems appropriate. LISTING CONTENT may be aggregated with that of other properties listed by participants in OneKey® MLS, computer online networks and websites and become copyrightable data pursuant to agreements with LISTING BROKER and such other third parties. By the act of submitting any LISTING CONTENT to OneKey® MLS, the LISTING BROKER has been authorized to grant and also thereby does grant authority to OneKey® MLS to include the LISTING CONTENT in its copyrighted MLS compilation and also in any statistical report. OneKey® MLS may license, sell, lease, and commercially utilize its compilation. Among other uses OneKey® MLS may license or sell the LISTING CONTENT to aggregators who will aggregate the LISTING CONTENT and resell the same. If any LISTING CONTENT are delivered by OWNER to the LISTING BROKER for use in the OneKey® MLS compilation, by virtue of such delivery and the execution of this AGREEMENT, the OWNER hereby represents and warrants that the OWNER either: (1) holds all intellectual property rights including the copyrights of the LISTING CONTENT; or (2) has a nonexclusive, perpetual, royalty-free, worldwide license to copy, distribute, display, create derivative works, and publicly perform the LISTING CONTENT and the right to grant sublicenses through multiple tiers.

18. OWNER hereby grants to LISTING BROKER a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, reproduce and distribute the LISTING CONTENT or any derivative works thereof. OWNER agrees to indemnify LISTING BROKER from any claim of infringement relating to the same. OWNER acknowledges and agrees that as between OWNER and LISTING BROKER, all LISTING CONTENT developed by either the OWNER or the LISTING BROKER is deemed owned exclusively by LISTING BROKER, and OWNER has no right, title or interest in it.

ACKNOWLEDGEMENT

19. OWNER has read and understands this LISTING AGREEMENT and does hereby acknowledge receipt of a copy thereof. ALL ORAL OR PRIOR AGREEMENTS BETWEEN THE PARTIES ARE HEREBY MERGED INTO THIS AGREEMENT AND THE PARTIES AGREE THAT THEIR RELATIONSHIP SHALL BE GOVERNED SOLELY BY THIS AGREEMENT. This AGREEMENT is the entire agreement between the parties and may not be changed except in a writing signed by both parties. This LISTING AGREEMENT shall be binding upon the parties hereto, and their respective heirs, successors, or assigns as of the EFFECTIVE DATE. For purposes of this LISTING AGREEMENT, "OWNER" refers to each and all parties who have an ownership interest in the PROPERTY and the undersigned OWNER represents that he/she is/are the sole and exclusive owner and is fully authorized to enter into this LISTING AGREEMENT. As used in this LISTING AGREEMENT, the neuter includes the masculine and feminine, the singular includes the plural and the plural includes the singular, as the context may require. OWNER and LISTING BROKER understand that all extensions of this LISTING AGREEMENT must be done in writing and automatic renewals are specifically prohibited by 19 NYCRR§175.15. Any change to the LISTING AGREEMENT which would make the PROPERTY unavailable for sale through the OneKey® MLS, including but not limited to any

withdrawal, cancellation, reduction in term of listing or termination thereof, must be in writing signed by the LISTING BROKER or authorized representative/manager in order to have any binding legal force and effect.

EQUAL OPPORTUNITY IN HOUSING

OWNER and LISTING BROKER agree that the above listed property is to be listed and marketed in compliance with all Federal, State, Municipal and Local fair housing, human rights and civil rights laws concerning discrimination in the sale/rental of properties. OWNER and LISTING BROKER agree not to discriminate against any Protected Class in the sale/rent of the Property.

PLEASE INITIAL BELOW

EXPLANATION: An "exclusive right to sell" listing means that if you, the OWNER of the PROPERTY, find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker. An "exclusive agency" listing means that if you, the OWNER of the PROPERTY, find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

PARTIES SIGNATURE

OWNER _____

Date: _____

OWNER _____

Date: _____

LISTING BROKER (Auth. Rep) _____

Date: _____

LISTING AGENT _____

Date: _____

The "EFFECTIVE DATE" of this Agreement shall be latest date entered alongside the parties' signatures

Mid-Hudson Multiple Listing Service, LLC

389 Manchester Road, Poughkeepsie, NY 12603

ML# _____

EXCLUSIVE RIGHT TO SELL AGREEMENT

THIS AGREEMENT is effective _____ and confirms that Brian McGrath has been appointed to act as Agent for the sale of property known as:

85 Tracy Road, Pawling, NY 12564, New York.

In return for the Agents agreement to use Agent's best efforts to sell the above property, the Owner(s) agree(s) to grant the Agent the exclusive right to sell this property under the following terms and conditions:

1. PERIOD OF AGREEMENT: This agreement shall be effective from the above date and shall expire at midnight on _____.

2. PRICE AT WHICH PROPERTY WILL BE OFFERED AND AUTHORITY: The property will be offered for sale at a list price of \$ 175,000.00 and shall be sold, subject to negotiation, at such price and upon such terms to which Owner(s) may agree. The word Owner refers to each and ALL parties who have ownership interest in the property and the undersigned represent(s) they are the sole and exclusive owners and are fully authorized to enter into this agreement.

3A. COMMISSION TO BE PAID TO AGENT: The Agent shall be entitled to and Owner shall pay to Agent one commission of 5% of the selling price. Both the Owner(s) and the Agent acknowledge that the above commission rate was not suggested nor influenced by anyone other than the parties to this Agreement. Owner(s) hereby authorizes Agent to make an offer of cooperation to any other licensed real estate broker with whom the Agent wishes to cooperate. Any commission due for a sale brought about by a Sub-Agent (another broker who is authorized by Agent to assist in the sale of the Owner(s) property) or to an authorized Buyer's Agent shall be paid by the Agent from the commission received by the Agent pursuant to this Paragraph. The Owner(s) (X do) (do not) authorize Agent to use Sub-Agents and to offer compensation to Sub-Agents of 0 of the selling price. The Owner(s) (X do) (do not) authorize Agent to use Broker's Agents and to offer compensation to Broker's Agents of 0 of the selling price. The Owner(s) authorize Agent to use a Buyer(s) Agent and to offer compensation of 2.5% of the selling price. The Owner(s) authorize Agent to compensate a Buyer(s) Agent; Owner(s) acknowledge Owner's understands that such Buyer's Agent is not representing Owner(s) as Sub-Agent or Broker's Agent and that the Buyer's Agent will be representing only the interest of the prospective purchaser.

3B. If, for any reason, the BROKER is not paid the compensation as set forth herein on the due date, the OWNER shall establish an escrow account with a party mutually agreeable to BROKER and OWNER and shall place into said escrow account an amount equal to the compensation set forth herein. These monies shall be held in escrow until the parties' rights to the escrow monies have been determined (i) by the written agreement of the parties, (ii) by order of a court of competent jurisdiction, or (iii) some other process to which the parties agree to in writing. In any action, proceeding or arbitration to enforce any provision of this Agreement, or for damages caused by default, the prevailing party shall be entitled to reasonable attorney's fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event the BROKER hires an attorney to enforce the collection of any brokerage commission due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, OWNER agrees to pay such attorney's fees, costs and related expenses.

4. OWNER(S) OBLIGATION AFTER THE EXPIRATION OF THIS AGREEMENT: Owner(s) understands and agrees to pay the commission referred in paragraph 3, if this property is sold or transferred or is subject of a contract of sale within 1 months after the expiration date of this agreement involving a person with whom the Agent or a Cooperating Broker or the Owner(s) negotiated or to whom the property is offered, quoted or shown during the period of this listing agreement. Owner(s) will not, however, be obligated to pay such commission if Owner(s) enters into a valid Exclusive Listing Agreement with another New York State licensed real estate broker after the expiration of this agreement.

5. WHO MAY NEGOTIATE FOR OWNER(S): Owner(s) agree(s) to direct all inquiries to the Agent. Owner(s) elect(s) to have all offers submitted through Agent X or Cooperating Agent _____.

6. SUBMISSION AND PUBLICATION OF LISTING TO MULTIPLE LISTING SERVICE: Both Owner(s) and Agent agree that the Agent immediately is to submit this listing to Mid Hudson Multiple Listing Service, LLC ("MHMLS"), for dissemination to its Participants. No provision of this agreement is intended to nor shall be understood to establish or imply any contractual relationship between the Owner(s) and MHMLS nor has MHMLS in any way participated in any of the terms of this agreement, including the commission to be paid. Owner(s) acknowledge(s) that the Agent's ability to submit this listing to MHMLS or to maintain such listing amongst those included in any compilation of listing information made available by MHMLS, is subject to Agent's continued status as a member of good standing in MHMLS. Data including photographs, renderings and sketches relating to the Owner(s) property will be aggregated with that of other properties listed by participants of MHMLS and becomes the copyrighted data of MHMLS. Owner(s) and listing agent are authorized to and hereby assign to MHMLS all rights of ownership and copyright to such data for dissemination to its participants and others as MHMLS may elect pursuant to its copyrights. MHMLS Rules and Regulations stipulate that a listing must be entered into the MHMLS computer within 24 hours of the effective date of this agreement and that a copy of this agreement must be received by MHMLS within 72 hours of its effective date. The listing agreement is not acceptable for publication by MHMLS unless and until the Owner(s) have duly signed this agreement and acknowledgment reflecting receipt of the definition of "Exclusive Right to Sell" and "Exclusive Agency" required by the New York State Department of State - Division of Licensing Services.

7. FAIR HOUSING: Agent and Owner(s) agree to comply fully with local, state and federal fair housing laws against discrimination on the basis of race, color, religion, sex, national origin, handicap, age, marital status and/or familial status, children or other prohibited factors.

8. AUTHORIZATION FOR "FOR SALE" SIGN, LOCKBOX, AND OTHER SERVICES: Agent (X is) (is not) authorized to place a "For Sale" sign on the property. Agent (X is) (is not) authorized to place a Lockbox on the property. Agent (X is) (is not) authorized to photograph for sale property and use said photograph in the marketing of the aforementioned property. Owner(s) acknowledge(s) that the Agent has fully explained to Owner(s) the services and marketing activities which Agent has agreed to provide.

Property Street: 85 Tracy Road
Property City, ST, Zip: Pawling, NY 12564

9. **AUTHORIZATION FOR SUBMISSION OF LISTING ON THE INTERNET:** Owner & Agent hereby () authorize (do not authorize) the submission of the listing and photograph, onto the Internet when appropriate or available.

10. **RENTAL OF PROPERTY:** Should the Owner(s) desire to rent the property during the period of this agreement, agent is hereby granted the sole and exclusive right to rent the property.

11. **TERMINATION:** Owner(s) understands that if Owner(s) terminates the Agent's authority prior to the expiration of its term, Agent shall retain its contract rights (including but not limited to recovery of its commission, advertising expenses and/or any other damages) incurred by reason of an early termination of this agreement.

12. **ADDITIONAL POINTS:** Additional Points of Agreement if any _____
commission reduced to 4% for dual agency.

13. **ALL MODIFICATIONS TO BE MADE IN WRITING:** Owner(s) and Agent agree that no change, amendment, modification or termination of this agreement shall be binding on any party unless the same shall be in writing and signed by the parties.

Owner _____ Date _____
Print Name _____
Owner _____ Date _____
Print Name _____

Brokerage Name McGrath Realty Inc.
By _____ Date _____
(Authorized Signature)

Owner's Mailing Address: Village of Pawling
9 Memorial Ave.
Pawling, NY 12564
Owner's Telephone: 845-855-1122

Brokerage Address: 3 Memorial Ave., Ste. 103
Pawling, NY 12564
Brokerage Telephone: 845-855-5550

DEFINITIONS

In accordance with the requirements of New York State the undersigned Owner(s) does (do) hereby acknowledge receipt of the following: 1. Explanation of "Exclusive Right to Sell" listing; 2. Explanation of "Exclusive Agency" listing;

EXPLANATION OF EXCLUSIVE RIGHT TO SELL: (As worded verbatim by the Department of State) – An "exclusive right to sell" listing means that if you, the owner of the property find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker.

EXPLANATION OF EXCLUSIVE AGENCY: (As worded verbatim by the Department of State) – An "exclusive agency" listing means that if you, the owner of the property find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

Owner _____ Owner _____



Division of Licensing Services

New York State
Department of State
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001
Customer Service: (518) 474-4429
www.dos.ny.gov

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not consistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller cannot provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will

New York State Disclosure Form for Buyer and Seller

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Brian McGrath of McGrath Realty Inc.
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Seller as a (check relationship below) | <input type="checkbox"/> Buyer as a (check relationship below) |
| <input checked="" type="checkbox"/> Seller's Agent | <input type="checkbox"/> Buyer's Agent |
| <input type="checkbox"/> Broker's Agent | <input type="checkbox"/> Broker's Agent |
| <input type="checkbox"/> Dual Agent | |
| <input type="checkbox"/> Dual Agent with Designated Sales Agent | |

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- Advance Informed Consent Dual Agency
 Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure form:

Signature of Buyer(s) and/or Seller(s):

Date: _____

Date: _____



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by "steering" which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by "blockbusting" which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division's offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State's website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department's office in person, or contact one of the Department's offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Brian McGrath (print name of Real Estate Salesperson/
Broker) of McGrath Realty Inc. (print name of Real Estate company, firm or brokerage)

(I)(We) Village of Pawling

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature [Redacted] Date: [Redacted]

Buyer/Tenant/Seller/Landlord Signature _____ Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.

ADDENDUM TO FORM LISTING AGREEMENT

between
VILLAGE OF PAWLING
(the "Owner")
and
MCGRATH REALTY INC.
(the "Agent")

PROPERTY: 85 Tracy Road, Pawling, NY 12564

This Addendum to Form Listing Agreement (the "Addendum") is annexed to and forms a part of (i) that certain Multiple Listing Service Exclusive Right to Sell Agreement ("MLS Listing Agreement") and (ii) that certain Mid-Hudson Multiple Listing Services, Inc. Exclusive Right to Sell Agreement (the "MHMLS Listing Agreement") between the Owner as Seller and the Agent, dated _____, 2022 and pertaining to the above-captioned Property (the MLS Listing Agreement, the MHMLS Listing Agreement, and any and all schedules and attachments thereto hereinafter collectively referred to as the "Form Listing Agreement"). In the event of any inconsistency between the terms set forth in this Addendum and those of the Form Listing Agreement, the terms of this Addendum shall govern and prevail. The Form Listing Agreement, as supplemented and amended by this Addendum, is collectively referred to as the "Listing Agreement."

1. Owner may terminate the Listing Agreement upon twenty-four (24) hours written notice for any reason or no reason at all. In the event of such termination, the Agent shall remove any signs from the Property and delete/deactivate all MLS listings of the Property submitted by the Agent. Thereafter, Owner and Agent shall have no further obligations to one another except that, if this Listing Agreement is terminated for no reason, Paragraph 2 of the MLS Listing Agreement and Paragraph 4 of the MHMLS Listing Agreement shall survive termination, deemed amended to provide that the thirty (30) day "look back" period of the MLS Listing Agreement and the one (1) month "look back" period of the MHMLS Listing Agreement set forth therein runs from the date of termination.
2. Owner and Agent agree that the commission set forth in Paragraph 2 of the MLS Listing Agreement and Paragraph 3A of the MHMLS Listing Agreement (the "Commission") shall not be earned, due, or payable until all of the following conditions precedent have been fulfilled:
 - a. Agent performs all of its obligations under the Form Listing Agreement and any conditions to the accrual of Agent's right to the Commission set forth in said Form Listing Agreement are satisfied;
 - b. A binding contract of sale, satisfactory in all respects to Owner (the "Contract") between Owner and a ready, willing, and able purchaser (the "Purchaser") is fully executed and delivered during the term of the Listing Agreement;
 - c. Closing of title to the Property is consummated in accordance with said Contract, subject to any waiver of any term or condition thereof by either party and any written modification thereto subscribed by both parties. Such terms and conditions include, without limitation, Purchaser's contractual obligation to:
 - i. close on or about the date specified in the Contract, subject to any reasonable adjournment(s) permitted thereunder;

- ii. tender the full Contract purchase price (plus/minus any adjustments or credits provided for by the Contract) to Owner or such lesser sum as Owner agrees to accept from Purchaser, and
 - iii. accept the quality of title to, and condition of, the Property delivered by Owner, provided such quality of title and condition of the Property meet or exceed the requirements under the Contract.
- 3. **For the avoidance of doubt, Owner shall pay Agent the Commission on the selling price as defined in paragraph 5 below, upon the occurrence of the aforementioned conditions precedent.**
- 4. Notwithstanding any provision of New York Real Property Law § 294-b (the “Commission Escrow Act”) to the contrary, Agent agrees that it shall in no event file any affidavit of entitlement asserting rights to the Commission in the Westchester County Clerk’s Office. This Paragraph 4 shall constitute a waiver under § 294-b(5)(i) of the Commission Escrow Act.
- 5. Owner and Agent agree that the phrase “selling price” as used in Paragraph 1 of the MLS Listing Agreement and Paragraph 3A of the MHMLS Listing Agreement shall mean the gross sale proceeds actually received by the Owner, not including any adjustments for taxes, fuel, rents or other customary adjustment items, but reduced by any allowances or credits in favor of Purchaser (e.g. repair credits) granted under the Contract or successfully negotiated by Purchaser at closing.
- 6. Owner and Agent agree that the phrase “due date” as used in Paragraph 14A of the MLS Listing Agreement and Paragraph 3B of the MHMLS Listing Agreement shall mean the date upon which all conditions precedent set forth in Paragraph 2 of this Addendum are fulfilled.
- 7. Owner and Agent agree that, notwithstanding anything to the contrary set forth in the Form Listing Agreement, Agent shall bear responsibility for any damage to the Property to the extent such damage arises from the negligent, tortious, or illegal act or omission of Agent.
- 8. Notwithstanding anything to the contrary set forth in the Form Listing Agreement, venue for disputes is Dutchess County only.
- 9. The Form Listing Agreement may be signed in counterparts.
- 10. All correspondence and notices to Owner shall be sent to the following address:
 - Village of Pawling
 - ATTN: Jennifer Osborne, Village Clerk
 - 9 Memorial Avenue
 - Pawling, NY 12564
- 11. Owner reserves the right to reject any offer for any reason or no reason without notice or obligation to Agent.
- 12. Agent acknowledges that Agent shall have no right to any compensation with respect to contracts entered into after the term with any person with whom Agent has not negotiated or to whom the property was not offered, quoted or shown during the term.

13. Agent represents that it is a duly licensed New York real estate broker.
14. Neither party may assign this agreement or any of their rights or obligations in whole or in part, without the prior written consent of the other party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Owner and Agent execute this Addendum as of the ____ day of _____, 2022.

**VILLAGE OF PAWLING,
OWNER:**

By: _____
Name: Lauri Taylor
Title: Mayor

**MCGRATH REALTY INC.,
AGENT:**

By: _____
Name:
Title:

EXCLUSIVE RIGHT TO SELL AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT ("AGREEMENT"). IF NOT FULLY UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.

I/WE Village of Pawling ("OWNER") the OWNER of property located at 90 Tracy Road, Pawling, NY 12564 ("PROPERTY") do hereby give you, McGrath Realty Inc. ("LISTING BROKER") the exclusive right to sell the PROPERTY for \$ 175,000.00 from 12:01 A.M. on / /20 until 11:59 P.M. on / /20 ("LISTING PERIOD") and to make an offer of compensation to all participants of the OneKey® Multiple Listing Service, LLC (OneKey® MLS) authorized under law to receive a commission. OWNER and LISTING BROKER agree that they are contractually bound by this AGREEMENT as of the Effective Date.

Further, OWNER and LISTING BROKER agree that no marketing, promotion, sales activity, or showing of the PROPERTY shall take place until the LISTING CONTENT is entered into the OneKey® MLS system and made available to other OneKey® MLS Participants on (insert date).

No provision of this AGREEMENT is intended to nor shall be understood to establish or imply any contractual relationship between the OWNER and OneKey® MLS and/or any REALTOR® Associations nor has OneKey® MLS and/or any REALTOR® Associations in any way participated in any of the terms of this AGREEMENT, including the commission to be paid.

COMPENSATION

1. The OWNER hereby agrees to pay the LISTING BROKER a total commission in the amount of 5 % of the selling price or \$ NA.
Owner also agrees that said commission shall be shared with Cooperating Brokers as follows:

If the Cooperating Broker is a Seller's Agent 0 % of the selling price or \$ NA.

If the Cooperating Broker is a Broker's Agent 0 % of the selling price or \$ NA.

If the Cooperating Broker is a Buyer's Agent 2.5 % of the selling price or \$ NA.

This commission is offered to OneKey® MLS Participants only.


OWNER INITIAL

COMMISSION EARNED AND OWNER(S) OBLIGATIONS AFTER THE EXPIRATION/TERMINATION OF AGREEMENT

2. A commission shall be earned and payable under any of the following conditions: (a) If the LISTING BROKER or cooperating broker produces a buyer ready, willing and able to purchase the PROPERTY on such terms and conditions acceptable to the OWNER; (b) If through the LISTING BROKER's or cooperating broker's efforts a buyer and the OWNER reach an agreement upon all the essential terms of a transaction; (c) If the PROPERTY is sold or transferred during the term of this LISTING AGREEMENT whether or not the sale or transfer is a result of the LISTING BROKER's efforts and even if the PROPERTY is sold or transferred as a result of the efforts of the OWNER or any other broker or agent not acting under this LISTING AGREEMENT; (d) If the LISTING BROKER or cooperating broker is the procuring cause of a transaction. If within 30 days after the expiration or termination of the LISTING PERIOD, OWNER accepts a purchase offer on the PROPERTY from any person to whom the PROPERTY has been shown during the LISTING PERIOD, OWNER will pay LISTING BROKER the aforementioned commission/fee as if LISTING BROKER had made the sale provided the PROPERTY goes to closing. The preceding sentence shall not apply if OWNER in good faith enters into a valid listing agreement for the PROPERTY with another New York State licensed real estate broker after the expiration or termination of this AGREEMENT.

3. If OWNER terminates this LISTING AGREEMENT or the LISTING BROKER's authority provided herein prior to the end of the LISTING PERIOD, the LISTING BROKER shall retain its contract rights (including but not limited to recovery of its commission, advertising expenses and/or any other damages incurred) by reason of OWNER's termination.

MARKETING

4. OWNER grants to the LISTING BROKER full discretion to determine the appropriate marketing approach for the PROPERTY. LISTING BROKER will undertake to find a ready, willing, and able purchaser and in order to do so will engage in marketing activity which may include all forms of advertising.

AUTHORIZATION FOR "FOR SALE" SIGN AND OTHER SERVICES

5. LISTING BROKER (is) (is not) authorized to place a "For Sale" sign on the PROPERTY. (Check one)

6. LISTING BROKER (is) (is not) authorized to use a lockbox. (Check one)

7. OWNER (gives permission) (does not give permission) to the LISTING BROKER to share keys to the PROPERTY with cooperating brokers. (Check one)

RENTAL OF PROPERTY

8. Should the OWNER desire to rent the property during the period of this agreement, LISTING BROKER is hereby granted the sole and exclusive right to rent the PROPERTY. OWNER agrees to pay LISTING BROKER a rental commission of . The commission for the lease term is due and payable (check one) upon the execution of the lease upon the date of occupancy. The commission for any renewal thereof, is due and payable upon the commencement of each renewal term. In the event the Property is sold during the term of the lease, the OWNER shall owe the LISTING BROKER the commission as set forth in paragraph 1 above.

ADDITIONAL POINTS

9. Additional Points of Agreement, if any:

Commission reduced to 4% for dual agency.

ALL MODIFICATIONS TO BE MADE IN WRITING

10. OWNER and LISTING BROKER agree that no change, amendment, modification or termination of this AGREEMENT shall be binding on any party unless the same shall be in writing and signed by the parties.

MAINTENANCE OF PROPERTY

11. OWNER is responsible for the condition, maintenance and/or utilities for the PROPERTY including snow removal and lawn maintenance. OWNER agrees to indemnify and hold harmless the LISTING BROKER and cooperating brokers from any claim arising out of personal injuries to any persons injured on the PROPERTY and/or loss or damage to personal property except if caused by the gross negligence of the LISTING BROKER or cooperating broker. OWNER shall have the right to select counsel in such event, subject to the approval of the LISTING BROKER and/or cooperating broker, which approval shall not be unreasonably withheld.

HOME EQUITY THEFT PROTECTION ACT

12. OWNER acknowledges that OWNER is aware of the Home Equity Theft Prevention Act and particularly the provisions of Section 265 of the Real Property Law of the State of New York. In order to ensure compliance with same, OWNER warrants and represents that:

- (a) OWNER is not in default of any mortgage affecting real property by reason of there being payments due and unpaid on any mortgage for two (2) months or more;
- (b) there are no actions pending against the real property to foreclose a mortgage; and
- (c) the PROPERTY is not shown as an active property on a tax lien sale list and all real estate taxes have been paid through the next lien date.

13. In the event that the above circumstances change after the execution of this listing agreement, OWNER hereby covenants and agrees that OWNER will communicate with LISTING BROKER regarding any of the matters referred to above in subparagraph (a), (b) or (c) and to keep LISTING BROKER fully apprised of same.

ESCROW AND RECOVERY OF FEES

14. (a) Escrow. If, for any reason, LISTING BROKER is not paid the compensation set forth herein on the due date, OWNER shall establish an escrow account with a party mutually agreeable to LISTING BROKER and OWNER or a title insurance agent or company, and shall place into said escrow account an amount equal to the compensation set forth herein. The escrow monies shall be paid by OWNER to said escrow agent and shall be held in escrow until the parties' rights to the escrow monies have been determined (i) by the written agreement of the parties; (ii) pursuant to an arbitration award; (iii) by order of a court of competent jurisdiction; or (iv) some other process to which the parties agree to in writing.

(b) Commission Escrow Act. Alternatively, LISTING BROKER shall have the right to exercise LISTING BROKER's rights under the Commission Escrow Act and specifically, Real Property Law Section 294-b. The provisions of said law may require the deposit of the commission claimed by LISTING BROKER, with the County Clerk in the County in which the property is located. Notice is hereby given in accordance with Section 294-b(4)(c) as follows:

AT THE TIME OF CLOSING, YOU MAY BE REQUIRED TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK IN THE EVENT THAT OWNER DOES NOT PAY THE BROKER HIS OR HER COMMISSION AS SET FORTH HEREIN. YOUR OBLIGATION TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK MAY BE WAIVED BY THE BROKER.

(c) Attorney Fees. In any action, proceeding or arbitration to enforce any provision of this AGREEMENT, or for damages caused by default, the prevailing party shall be entitled to reasonable attorney fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event LISTING BROKER hires an attorney to enforce the collection of any commission due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, OWNER agrees to pay the reasonable attorney fees, costs and related expenses incurred by LISTING BROKER.

INDEMNITY

15. In the event any claim or action is commenced against the LISTING BROKER or a cooperating broker as a result of the LISTING BROKER or cooperating broker obeying the lawful instructions of the OWNER, then, and in such event, the OWNER hereby agrees to defend, indemnify and hold harmless the LISTING BROKER or cooperating broker in any such claim or action. OWNER shall have the right to select counsel in such event, subject to the approval of the LISTING BROKER and/or cooperating broker, which approval shall not be unreasonably withheld.

PROPERTY CONDITION DISCLOSURE

16. As the owner of residential real property, OWNER must complete and sign a Property Condition Disclosure Statement as required by Real Property Law §462(2) and cause it, or a copy thereof, to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale. A copy of the Property Condition Disclosure Statement containing the signatures of both the buyer and the OWNER must be attached to the real estate purchase contract. If OWNER acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement previously provided, OWNER must deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, will OWNER be required to provide a revised Property Condition Disclosure Statement after the transfer of title from OWNER to the buyer or after the buyer has commenced occupancy of the PROPERTY. If OWNER fails to deliver a Property Condition Disclosure Statement to the buyer prior to the buyer signing a binding contract of sale, the buyer will be entitled to a credit in the amount of \$500.00 against the purchase price of the PROPERTY upon the transfer of title.

COPYRIGHT NOTICE

17. The OWNER authorizes the LISTING BROKER to enter information and any photograph, image, graphics or video recording, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the PROPERTY whether taken by the LISTING BROKER's agent, supplied by OWNER, or otherwise ("LISTING CONTENT"), into a listing content compilation owned by OneKey® MLS. The OWNER understands and agrees that said compilation is exclusively owned by OneKey® MLS who alone possess the right to publish said compilation in any media form it deems appropriate. LISTING CONTENT may be aggregated with that of other properties listed by participants in OneKey® MLS, computer online networks and websites and become copyrightable data pursuant to agreements with LISTING BROKER and such other third parties. By the act of submitting any LISTING CONTENT to OneKey® MLS, the LISTING BROKER has been authorized to grant and also thereby does grant authority to OneKey® MLS to include the LISTING CONTENT in its copyrighted MLS compilation and also in any statistical report. OneKey® MLS may license, sell, lease, and commercially utilize its compilation. Among other uses OneKey® MLS may license or sell the LISTING CONTENT to aggregators who will aggregate the LISTING CONTENT and resell the same. If any LISTING CONTENT are delivered by OWNER to the LISTING BROKER for use in the OneKey® MLS compilation, by virtue of such delivery and the execution of this AGREEMENT, the OWNER hereby represents and warrants that the OWNER either: (1) holds all intellectual property rights including the copyrights of the LISTING CONTENT; or (2) has a nonexclusive, perpetual, royalty-free, worldwide license to copy, distribute, display, create derivative works, and publicly perform the LISTING CONTENT and the right to grant sublicenses through multiple tiers.

18. OWNER hereby grants to LISTING BROKER a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, reproduce and distribute the LISTING CONTENT or any derivative works thereof. OWNER agrees to indemnify LISTING BROKER from any claim of infringement relating to the same. OWNER acknowledges and agrees that as between OWNER and LISTING BROKER, all LISTING CONTENT developed by either the OWNER or the LISTING BROKER is deemed owned exclusively by LISTING BROKER, and OWNER has no right, title or interest in it.

ACKNOWLEDGEMENT

19. OWNER has read and understands this LISTING AGREEMENT and does hereby acknowledge receipt of a copy thereof. ALL ORAL OR PRIOR AGREEMENTS BETWEEN THE PARTIES ARE HEREBY MERGED INTO THIS AGREEMENT AND THE PARTIES AGREE THAT THEIR RELATIONSHIP SHALL BE GOVERNED SOLELY BY THIS AGREEMENT. This AGREEMENT is the entire agreement between the parties and may not be changed except in a writing signed by both parties. This LISTING AGREEMENT shall be binding upon the parties hereto, and their respective heirs, successors, or assigns as of the EFFECTIVE DATE. For purposes of this LISTING AGREEMENT, "OWNER" refers to each and all parties who have an ownership interest in the PROPERTY and the undersigned OWNER represents that he/she is/are the sole and exclusive owner and is fully authorized to enter into this LISTING AGREEMENT. As used in this LISTING AGREEMENT, the neuter includes the masculine and feminine, the singular includes the plural and the plural includes the singular, as the context may require. OWNER and LISTING BROKER understand that all extensions of this LISTING AGREEMENT must be done in writing and automatic renewals are specifically prohibited by 19 NYCRR§175.15. Any change to the LISTING AGREEMENT which would make the PROPERTY unavailable for sale through the OneKey® MLS, including but not limited to any

Mid-Hudson Multiple Listing Service, LLC

389 Manchester Road, Poughkeepsie, NY 12603

ML# _____

EXCLUSIVE RIGHT TO SELL AGREEMENT

THIS AGREEMENT is effective _____, _____ and confirms that Brian McGrath _____ has been appointed to act as Agent for the sale of property known as:

90 Tracy Road, Pawling, NY 12564 _____, New York.

In return for the Agents agreement to use Agent's best efforts to sell the above property, the Owner(s) agree(s) to grant the Agent the exclusive right to sell this property under the following terms and conditions:

1. PERIOD OF AGREEMENT: This agreement shall be effective from the above date and shall expire at midnight on _____.

2. PRICE AT WHICH PROPERTY WILL BE OFFERED AND AUTHORITY: The property will be offered for sale at a list price of \$ 178,000.00 and shall be sold, subject to negotiation, at such price and upon such terms to which Owner(s) may agree. The word Owner refers to each and ALL parties who have ownership interest in the property and the undersigned represent(s) they are the sole and exclusive owners and are fully authorized to enter into this agreement.

3A. COMMISSION TO BE PAID TO AGENT: The Agent shall be entitled to and Owner shall pay to Agent one commission of 5% of the selling price. Both the Owner(s) and the Agent acknowledge that the above commission rate was not suggested nor influenced by anyone other than the parties to this Agreement. Owner(s) hereby authorizes Agent to make an offer of cooperation to any other licensed real estate broker with whom the Agent wishes to cooperate. Any commission due for a sale brought about by a Sub-Agent (another broker who is authorized by Agent to assist in the sale of the Owner(s) property) or to an authorized Buyer's Agent shall be paid by the Agent from the commission received by the Agent pursuant to this Paragraph. The Owner(s) (X do) (do not) authorize Agent to use Sub-Agents and to offer compensation to Sub-Agents of 0 of the selling price. The Owner(s) (X do) (do not) authorize Agent to use Broker's Agents and to offer compensation to Broker's Agents of 0 of the selling price. The Owner(s) authorize Agent to use a Buyer(s) Agent and to offer compensation of 2.5% of the selling price. The Owner(s) authorizes Agent to compensate a Buyer(s) Agent; Owner(s) acknowledge Owner's understands that such Buyer's Agent is not representing Owner(s) as Sub-Agent or Broker's Agent and that the Buyer's Agent will be representing only the interest of the prospective purchaser.

3B. If, for any reason, the BROKER is not paid the compensation as set forth herein on the due date, the OWNER shall establish an escrow account with a party mutually agreeable to BROKER and OWNER and shall place into said escrow account an amount equal to the compensation set forth herein. These monies shall be held in escrow until the parties' rights to the escrow monies have been determined (i) by the written agreement of the parties, (ii) by order of a court of competent jurisdiction, or (iii) some other process to which the parties agree to in writing. In any action, proceeding or arbitration to enforce any provision of this Agreement, or for damages caused by default, the prevailing party shall be entitled to reasonable attorney's fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event the BROKER hires an attorney to enforce the collection of any brokerage commission due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, OWNER agrees to pay such attorney's fees, costs and related expenses.

4. OWNER(S) OBLIGATION AFTER THE EXPIRATION OF THIS AGREEMENT: Owner(s) understands and agrees to pay the commission referred in paragraph 3, if this property is sold or transferred or is subject of a contract of sale within 1 months after the expiration date of this agreement involving a person with whom the Agent or a Cooperating Broker or the Owner(s) negotiated or to whom the property is offered, quoted or shown during the period of this listing agreement. Owner(s) will not, however, be obligated to pay such commission if Owner(s) enters into a valid Exclusive Listing Agreement with another New York State licensed real estate broker after the expiration of this agreement.

5. WHO MAY NEGOTIATE FOR OWNER(S): Owner(s) agree(s) to direct all inquiries to the Agent. Owner(s) elect(s) to have all offers submitted through Agent X or Cooperating Agent _____.

6. SUBMISSION AND PUBLICATION OF LISTING TO MULTIPLE LISTING SERVICE: Both Owner(s) and Agent agree that the Agent immediately is to submit this listing to Mid Hudson Multiple Listing Service, LLC ("MHMLS"), for dissemination to its Participants. No provision of this agreement is intended to nor shall be understood to establish or imply any contractual relationship between the Owner(s) and MHMLS nor has MHMLS in any way participated in any of the terms of this agreement, including the commission to be paid. Owner(s) acknowledge(s) that the Agent's ability to submit this listing to MHMLS or to maintain such listing amongst those included in any compilation of listing information made available by MHMLS, is subject to Agent's continued status as a member of good standing in MHMLS. Data including photographs, renderings and sketches relating to the Owner(s) property will be aggregated with that of other properties listed by participants of MHMLS and becomes the copyrighted data of MHMLS. Owner(s) and listing agent are authorized to and hereby assign to MHMLS all rights of ownership and copyright to such data for dissemination to its participants and others as MHMLS may elect pursuant to its copyrights. MHMLS Rules and Regulations stipulate that a listing must be entered into the MHMLS computer within 24 hours of the effective date of this agreement and that a copy of this agreement must be received by MHMLS within 72 hours of its effective date. The listing agreement is not acceptable for publication by MHMLS unless and until the Owner(s) have duly signed this agreement and acknowledgment reflecting receipt of the definition of "Exclusive Right to Sell" and "Exclusive Agency" required by the New York State Department of State - Division of Licensing Services.

7. FAIR HOUSING: Agent and Owner(s) agree to comply fully with local, state and federal fair housing laws against discrimination on the basis of race, color, religion, sex, national origin, handicap, age, marital status and/or familial status, children or other prohibited factors.

8. AUTHORIZATION FOR "FOR SALE" SIGN, LOCKBOX, AND OTHER SERVICES: Agent (X is) (is not) authorized to place a "For Sale" sign on the property. Agent (X is) (is not) authorized to place a Lockbox on the property. Agent (X is) (is not) authorized to photograph for sale property and use said photograph in the marketing of the aforementioned property. Owner(s) acknowledge(s) that the Agent has fully explained to Owner(s) the services and marketing activities which Agent has agreed to provide.

Property Street: 90 Tracy Road
Property City, ST, Zip: Pawling, NY 12564

9. **AUTHORIZATION FOR SUBMISSION OF LISTING ON THE INTERNET:** Owner & Agent hereby () authorize) (do not authorize) the submission of the listing and photograph, onto the Internet when appropriate or available.

10. **RENTAL OF PROPERTY:** Should the Owner(s) desire to rent the property during the period of this agreement, agent is hereby granted the sole and exclusive right to rent the property.

11. **TERMINATION:** Owner(s) understands that if Owner(s) terminates the Agent's authority prior to the expiration of its term, Agent shall retain its contract rights (including but not limited to recovery of its commission, advertising expenses and/or any other damages) incurred by reason of an early termination of this agreement.

12. **ADDITIONAL POINTS:** Additional Points of Agreement if any _____
Commission reduced to 4% for dual agency.

13. **ALL MODIFICATIONS TO BE MADE IN WRITING:** Owner(s) and Agent agree that no change, amendment, modification or termination of this agreement shall be binding on any party unless the same shall be in writing and signed by the parties.

Owner _____ Date _____
Print Name _____
Owner _____ Date _____
Print Name _____

Brokerage Name McGrath Realty Inc.
By _____ Date _____
(Authorized Signature)

Owner's Mailing Address: Village of Pawling
9 Memorial Ave.
Pawling, NY 12564
Owner's Telephone: 845-855-1122

Brokerage Address: 3 Memorial Ave., Ste. 103
Pawling, NY 12564
Brokerage Telephone: 845-855-5550

DEFINITIONS

In accordance with the requirements of New York State the undersigned Owner(s) does (do) hereby acknowledge receipt of the following: 1. Explanation of "Exclusive Right to Sell" listing; 2. Explanation of "Exclusive Agency" listing;

EXPLANATION OF EXCLUSIVE RIGHT TO SELL: (As worded verbatim by the Department of State) – An "exclusive right to sell" listing means that if you, the owner of the property find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker.

EXPLANATION OF EXCLUSIVE AGENCY: (As worded verbatim by the Department of State) – An "exclusive agency" listing means that if you, the owner of the property find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

Owner _____ Owner _____



Division of Licensing Services

New York State
Department of State
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001
Customer Service: (518) 474-4429
www.dos.ny.gov

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not consistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller cannot provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will

New York State Disclosure Form for Buyer and Seller

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Brian McGrath of McGrath Realty Inc.
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

Seller as a (check relationship below)

Seller's Agent

Broker's Agent

Buyer as a (check relationship below)

Buyer's Agent

Broker's Agent

Dual Agent

Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

Advance Informed Consent Dual Agency

Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure form:

Signature of Buyer(s) and/or Seller(s):

Date: _____

Date: _____



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by "steering" which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by "blockbusting" which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division's offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State's website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department's office in person, or contact one of the Department's offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit
<https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Brian McGrath (print name of Real Estate Salesperson/
Broker) of McGrath Realty Inc. (print name of Real Estate company, firm or brokerage)

(I)(We) Village of Pawling

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature [Redacted] Date: [Redacted]

Buyer/Tenant/Seller/Landlord Signature _____ Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.

ADDENDUM TO FORM LISTING AGREEMENT

between
VILLAGE OF PAWLING
(the "Owner")
and
MCGRATH REALTY INC.
(the "Agent")

PROPERTY: 90 Tracy Road, Pawling, NY 12564

This Addendum to Form Listing Agreement (the "Addendum") is annexed to and forms a part of (i) that certain Multiple Listing Service Exclusive Right to Sell Agreement ("MLS Listing Agreement") and (ii) that certain Mid-Hudson Multiple Listing Services, Inc. Exclusive Right to Sell Agreement (the "MHMLS Listing Agreement") between the Owner as Seller and the Agent, dated _____, 2022 and pertaining to the above-captioned Property (the MLS Listing Agreement, the MHMLS Listing Agreement, and any and all schedules and attachments thereto hereinafter collectively referred to as the "Form Listing Agreement"). In the event of any inconsistency between the terms set forth in this Addendum and those of the Form Listing Agreement, the terms of this Addendum shall govern and prevail. The Form Listing Agreement, as supplemented and amended by this Addendum, is collectively referred to as the "Listing Agreement."

1. Owner may terminate the Listing Agreement upon twenty-four (24) hours written notice for any reason or no reason at all. In the event of such termination, the Agent shall remove any signs from the Property and delete/deactivate all MLS listings of the Property submitted by the Agent. Thereafter, Owner and Agent shall have no further obligations to one another except that, if this Listing Agreement is terminated for no reason, Paragraph 2 of the MLS Listing Agreement and Paragraph 4 of the MHMLS Listing Agreement shall survive termination, deemed amended to provide that the thirty (30) day "look back" period of the MLS Listing Agreement and the one (1) month "look back" period of the MHMLS Listing Agreement set forth therein runs from the date of termination.
2. Owner and Agent agree that the commission set forth in Paragraph 2 of the MLS Listing Agreement and Paragraph 3A of the MHMLS Listing Agreement (the "Commission") shall not be earned, due, or payable until all of the following conditions precedent have been fulfilled:
 - a. Agent performs all of its obligations under the Form Listing Agreement and any conditions to the accrual of Agent's right to the Commission set forth in said Form Listing Agreement are satisfied;
 - b. A binding contract of sale, satisfactory in all respects to Owner (the "Contract") between Owner and a ready, willing, and able purchaser (the "Purchaser") is fully executed and delivered during the term of the Listing Agreement;
 - c. Closing of title to the Property is consummated in accordance with said Contract, subject to any waiver of any term or condition thereof by either party and any written modification thereto subscribed by both parties. Such terms and conditions include, without limitation, Purchaser's contractual obligation to:
 - i. close on or about the date specified in the Contract, subject to any reasonable adjournment(s) permitted thereunder;

- ii. tender the full Contract purchase price (plus/minus any adjustments or credits provided for by the Contract) to Owner or such lesser sum as Owner agrees to accept from Purchaser, and
 - iii. accept the quality of title to, and condition of, the Property delivered by Owner, provided such quality of title and condition of the Property meet or exceed the requirements under the Contract.
3. **For the avoidance of doubt, Owner shall pay Agent the Commission on the selling price as defined in paragraph 5 below, upon the occurrence of the aforementioned conditions precedent.**
4. Notwithstanding any provision of New York Real Property Law § 294-b (the “Commission Escrow Act”) to the contrary, Agent agrees that it shall in no event file any affidavit of entitlement asserting rights to the Commission in the Westchester County Clerk’s Office. This Paragraph 4 shall constitute a waiver under § 294-b(5)(i) of the Commission Escrow Act.
5. Owner and Agent agree that the phrase “selling price” as used in Paragraph 1 of the MLS Listing Agreement and Paragraph 3A of the MHMLS Listing Agreement shall mean the gross sale proceeds actually received by the Owner, not including any adjustments for taxes, fuel, rents or other customary adjustment items, but reduced by any allowances or credits in favor of Purchaser (e.g. repair credits) granted under the Contract or successfully negotiated by Purchaser at closing.
6. Owner and Agent agree that the phrase “due date” as used in Paragraph 14A of the MLS Listing Agreement and Paragraph 3B of the MHMLS Listing Agreement shall mean the date upon which all conditions precedent set forth in Paragraph 2 of this Addendum are fulfilled.
7. Owner and Agent agree that, notwithstanding anything to the contrary set forth in the Form Listing Agreement, Agent shall bear responsibility for any damage to the Property to the extent such damage arises from the negligent, tortious, or illegal act or omission of Agent.
8. Notwithstanding anything to the contrary set forth in the Form Listing Agreement, venue for disputes is Dutchess County only.
9. The Form Listing Agreement may be signed in counterparts.
10. All correspondence and notices to Owner shall be sent to the following address:

Village of Pawling
ATTN: Jennifer Osborne, Village Clerk
9 Memorial Avenue
Pawling, NY 12564
11. Owner reserves the right to reject any offer for any reason or no reason without notice or obligation to Agent.
12. Agent acknowledges that Agent shall have no right to any compensation with respect to contracts entered into after the term with any person with whom Agent has not negotiated or to whom the property was not offered, quoted or shown during the term.

13. Agent represents that it is a duly licensed New York real estate broker.
14. Neither party may assign this agreement or any of their rights or obligations in whole or in part, without the prior written consent of the other party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Owner and Agent execute this Addendum as of the ____ day of _____, 2022.

**VILLAGE OF PAWLING,
OWNER:**

By: _____
Name: Lauri Taylor
Title: Mayor

**MCGRATH REALTY INC.,
AGENT:**

By: _____
Name:
Title:

At a Meeting of the Pawling Village Board of Trustees held at Village Hall, 9 Memorial Avenue, Pawling, New York, on the 17th day of October 2022, at 7:00 PM.

RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF PAWLING

Identifier: Resolution regarding the engagement of a real estate broker for the sale of real property located at 85 Tracy Road and 90 Tracy Road, in Pawling, NY

The meeting was called to order by Mayor Lauri Taylor and the following were:

P R E S E N T:

- Mayor Lauri Taylor
- Trustee Daniel Peters
- Trustee John Burweger
- Trustee Gerald Locascio
- Trustee Thomas Meyer

The following Resolution was proposed by Trustee _____ who moved its adoption, and seconded by Trustee _____;

WHEREAS, the Village of Pawling is the owner of (a) certain real property located at 85 Tracy Road, in the Town of Pawling, County of Dutchess, State of New York, which is comprised of approximately 6.1 acres and is listed on the tax map of the Town of Pawling as parcel #134089-7057-00-067821 (“85 Tracy Property”) and (b) certain real property located at 90 Tracy Road, in the Town of Pawling, County of Dutchess, State of New York, which is comprised of approximately 7.7 acres and is listed on the tax map of the Town of Pawling as parcel #134089-7057-00-119824 (“90 Tracy Property”);

WHEREAS, the Board of Trustees has determined that the foregoing parcels no longer serve any public purpose;

WHEREAS, the Village desires to sell the 85 Tracy Property and the 90 Tracy Property at the most advantageous terms for the Village;

WHEREAS, the Board of Trustees desires to engage a licensed real estate broker to market the 85 Tracy Property and the 90 Tracy Property for sale;

WHEREAS, a licensed real estate broker provides a professional service with requires specialized skills, expertise, and the exercise of judgement and discretion;

WHEREAS, in accord with the Village's procurement policies and in accord with New York law, contracts involving professional services are an exception to competitive bidding requirements;

WHEREAS, the Board of Trustees solicited proposals from at least three (3) licensed real estate brokers, asking for appropriate listing price recommendations and the rationale underlying same;

WHEREAS, having considered each of these submissions, the Board of Trustees desires to engage McGrath Realty, Inc by entering into a listing agreement for the 85 Tracy Property and the 90 Tracy Property, in the forms attached hereto and made a part hereof ("Listing Agreements"); provided however that the initial list price shall be \$175,000 per parcel;

WHEREAS, the Listing Agreements provide for a standard commission of five percent (5%) payable to McGrath Realty. Inc. in the event of a successful sale; provided however, that the commission will be four percent for dual agency;

WHEREAS, in accord with the Village's procurement policies, the Board of Trustees has determined that soliciting additional and alternative proposals and quotations would not be in the best interest of the Village because the subject services require special skill, training and experience and, in this regard, Mr. McGrath is known for his accountability, reliability, responsibility, skill, training, and judgment, qualities which are not necessarily found in the individual or company offering lower or similar commission percentages.

NOW THEREFORE, BE IT RESOLVED as follows:

(i) The Village Board approves the Listing Agreements in the form attached to this resolution;

(ii) Mayor Lauri Taylor is authorized to finalize negotiations of the Listing Agreements (including any changes to the Listing Agreements that she deems are beneficial or advantageous to the Village), to execute the final version of such Listing Agreements on behalf of the Village and to take such other actions as she deems convenient, necessary or advisable in order to effectuate the execution of the Listing Agreements by both parties and the sale of the property.

The question of the foregoing Resolution was duly put to a vote, the Board of Trustees voting as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Mayor Lauri Taylor	—	—	—
Trustee Daniel Peters	—	—	—
Trustee John Burweger	—	—	—
Trustee Gerald Locascio	—	—	—
Trustee Thomas Meyer	—	—	—
TOTAL	—	—	—

I hereby certify that the above is a true and correct copy of the Resolution passed by the Village of Pawling Board of Trustees at a meeting held on _____, 2022.

Date: _____, 2022

Jennifer Osborn, Village Clerk

“Listing Agreements”