

OFFICE OF THE SUPERVISOR

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Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

RICK MORRISSEY
SUPERVISOR



**SOMERS TOWN BOARD
REGULAR MEETING - 7:00pm
THURSDAY, OCTOBER 11, 2018
www.somersny.com**

I. PLEDGE OF ALLEGIANCE:

7:00pm Regular Meeting

II. ROLL CALL:

III. PUBLIC HEARINGS:

PUBLIC COMMENT

Please limit your comments to no more than 3 minutes.

IV. APPROVAL OF MINUTES: June 7, 2018 Work Session; June 14, 2018 Public Hearing with regard to a proposed Local Law to amend Chapter 170, entitled Zoning, Article XXII, entitled Signs; June 14, 2018 Regular Meeting; July 5, 2018 Work Session; July 12, 2018 Public Hearing with regard to a proposed Local Law to amend Chapter 170, entitled Zoning, Article XXII, entitled Signs – continuation July 12, 2018 Regular Meeting

V. DEPARTMENT REPORTS: The Town Clerk announces receipt of the following monthly reports: Town Clerk, Building Inspector, Zoning Board of Appeals, Plumbing, Bureau of Fire Prevention, Parks & Recreation, Planning & Engineering, Tax Receiver, Director of Finance and Department Heads

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VI. BUSINESS OF THE BOARD:

A. PARKS & RECREATION: - No additional business.

B. TOWN BOARD:

1. New Dawn Family Resource Center Presentation – Richard Lyman
2. Shenorock and Lincolndale Project Updates - Joe Barbagallo, Engineering Consultant
3. Lake Shenorock Stormwater Retrofits Project - Joe Barbagallo, Engineering Consultant
4. Shenorock Community Update – Michael Driscoll, Chief of Police
5. Shenorock Water Quality Update – Adam Smith, Water and Sewer Superintendent
6. Somers Academy - Discussion:
 - a. Proposed Adaptive Re-use of the Existing buildings on the former IBM campus and construction of certain additional facilities for use as a private, for-profit science, technology, engineering, art/design and mathematics academy for grades 9-12 as both a boarding and day school requiring site plan approval.
 - b. To facilitate the above proposal the applicant is proposing to subdivide the 723-acre property requiring subdivision approval into three lots, only one of which will house the academy, the second to house site utilities and the third for uses not to be not yet determined and not to be developed until sometime in the future.
 - c. Proposed amendments to the Zoning Ordinance are required to permit the academy in the OB-100 District.
 - i. Accept the petition.
 - ii. Declare itself lead agency.
 - iii. Refer the petition and request for zone change, site plan approval and subdivision approval to the list of involved and interested agencies identified in the Intent to be Lead Agency Form.

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7. Award bid and authorize the Supervisor to execute a contract for placement of Solar Panels on the Highway Garage Annex with Candela Systems Corporation in the amount of \$96,203 per memo dated October 3, 2018 from Syrette Dym, Director of Planning.
 8. Authorize the Supervisor to execute the following:
 - a. The purchase of (1) one new 2018 RAM 3500 HD 4x4 Dual Rear Wheel 60in Cab Chassis/Utility Body with Plow from Robert Green Truck Division, Route 17 East, Exit 17, PO Box 8002, Rock Hill, NY 12775 at the cost of \$52,331.00 off the Onondaga City Bid #7974 for trucks and truck equipment per memo dated October 4, 2018 from Thomas Chiaverini, Superintendent of Highways.
 - b. The New York State Energy Research and Development Authority ("NYSERDA") agreement to purchase two (2) clean energy vehicles to add to the Town's fleet per email dated October 4, 2018 from Syrette Dym, Director of Planning.
- C. **FINANCIAL:** - No additional business.
- D. **HIGHWAY:** - No additional business.
- E. **PERSONNEL:**
1. **Current Vacancies:**
 - a. Affordable Housing Board (1- 2-year term ending 7/11/2019.)
 - b. Affordable Housing Board (1- 2-year term ending 7/11/2020.)
 - c. Assessment Board of Review (1-5-year term ending 9/30/2018.)
 - d. Partners in Prevention (2 – 3-year terms ending 12/31/2019.)
 - e. Partners in Prevention (2 – 3-year terms ending 12/31/2020.)
 2. **Upcoming Vacancies:**
 - a. Library Board of Trustees (1 – 4-year term ending 12/31/2018.)
 - b. Planning Board (1 - 7-year term ending 12/31/2018.)
 - c. Zoning Board (1 - 5-year term ending 12/31/2018.)

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3. Acknowledge resignation of Marilyn Murphy, Somers Planning Board Secretary and employee for the past 30 years, effective October 1, 2018.
4. Acknowledge resignation of Ms. Marialisa Zywochenko as member of the Somers Energy Environment Committee effective October 3, 2018.

F. PLANNING & ENGINEERING: - No additional business.

G. POLICE: - No additional business.

H. CONSENSUS AGENDA:

1. Authorize transfer of the following Bonds to the General Fund per September 7, 2018 memo from Steven Woelfle, Principal Engineering Technician.
 - a. \$100.00 Erosion Control Bond (Luposello)
2. Authorize the return of the following Bonds per September 7, 2018 and September 25, 2018 memos from Steven Woelfle, Principal Engineering Technician.
 - a. \$200.00 Erosion Control Bond (Geoffrey S. Shaw)
 - b. \$300.00 Erosion Control Bond (Nicky Crecco)
3. Accept the following Erosion Control Bond
 - a. \$300.00 Erosion Control Bond Sullivan Wetland Permit
 – TM: 27.05-1-19
4. Authorize the Supervisor to execute the application to reserve temporary use of the Somers Town House Green from Mitch Kaufman for display of the Menorah from December 1, 2018 through January 5, 2019.
5. Authorize the Supervisor to execute the application to reserve temporary use of the Somers Town House Green from Dennis J. Crilly for display of a temporary illuminated Nativity Scene approximately 2.6m wide x 2.3m tall x 0.6m deep from December 2, 2018 through January 8, 2019.
6. Authorize the reappointment of Mr. Frederic Peace to the Somers Assessment Board of Review to a five-year term ending September 30, 2023.
7. Announce that October, 2018 is American Archives Month.

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2018 Calendar

October 11, 2018	7:00pm	Town Board Regular Meeting <i>Meeting to be held at Crystal Hall/Somers Community Center</i>
October 17 & 18	1:00pm – 4:30pm	Department Budget Hearings
November 1, 2018	7:00pm	Town Board Work Session
November 8, 2018	7:00pm	Town Board Regular Meeting
December 6, 2018	7:00pm	Town Board Work Session
December 13, 2018	7:00pm	Town Board Regular Meeting

JUNE 7, 2018 – WORK SESSION

Minutes of a work session meeting of the Town Board of the Town of Somers held on Thursday evening, June 7, 2018 at 6:35 PM at the Town House, 335 Route 202, Somers, New York

ROLL CALL:

PRESENT:	Supervisor	Rick Morrissey
	Councilman	Richard G. Clinchy
	Councilman	William G. Faulkner

ABSENT:	Councilman	Thomas A. Garrity, Jr.
	Councilman	Anthony J. Cirieco

Also present were Patricia Kalba, Town Clerk and Roland A. Baroni, Jr., Town Attorney.

The Supervisor said that it was in order for the Board to enter into an executive session with regard to personnel and contracts.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, the meeting was adjourned to an executive session at 6:35 PM to discuss personnel matters and contracts to return that evening.

7:10 PM – meeting reconvened

This being a work session the following actions were taken:

The Supervisor said that it was in order for the Board to recommend that the Planning Board modify their Resolution of Approval for the Hidden Meadows Project (Resolution No. 2017-20) to delay the posting of Town fees from “Prior to Signing of the Final Plat” to “Prior to Insurance of the Building Permits”.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Clinchy, it was unanimously,

RESOLVED, that the Town Board does hereby recommend that the Planning Board modify their Resolution of Approval for the Hidden Meadows Project (Resolution No. 2017-20) to delay the posting of Town fees from “Prior to Signing of the Final Plat” to “Prior to Insurance of the Building Permits” per letter dated June 7, 2018 from Joseph C. Barbagallo, P.E., BCEE, Woodard & Curran Engineering P.A. P.C.

The Supervisor said that it was in order for the Board to authorize the Supervisor to execute a Retainer Letter dated May 15, 2018 from Michael Fuller Sirignano, Attorney and Counselor at Law for services related to Article 78 Proceeding commenced by Thomas P. Kuck and Whispering Pine Landscape Supply Corp. v. Town of Somers Zoning Board of Appeals Index No. 1711-2018.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, it was unanimously,

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute a Retainer Letter dated May 15, 2018 from Michael Fuller Sirignano, Attorney and Counselor at Law for services related to Article 78 Proceeding commenced by Thomas P. Kuck and Whispering Pine Landscape Supply Corp. v. Town of Somers Zoning Board of Appeals Index No. 1711-2018.

The Supervisor said that it was in order for the Board to proclaim Sunday, June 10, 2018, Race Amity Day in the Town of Somers.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, it was unanimously,

JUNE 7, 2018 – WORK SESSION

RESOLVED, that the Town Board does hereby proclaim Sunday, June 10, 2018, Race Amity Day in the Town of Somers.

The Supervisor said that it was in order for the Board to authorize the Supervisor to execute a proposal from Kinsley Power Systems in the amount of \$4,777.00 to purchase of a new generator transfer switch for the Travis Road Sewer Pump Station.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, it was unanimously,

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute a proposal from Kinsley Power Systems in the amount of \$4,777.00 to purchase of a new generator transfer switch for the Travis Road Sewer Pump Station per email dated May 30, 2018 from Adam Smith, Superintendent of Water and Sewer.

The Supervisor said that it was in order for the Board to authorize the Supervisor to execute a License Agreement between One P Way, LLC, c/o Sebastian Capital, Inc. and the Town of Somers for use of the One Pepsi Way parking lot for the sole purpose of having an Independence Day Celebration, June 30 2018 with a rain date of July 1, 2018.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, it was unanimously,

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute a License Agreement between One P Way, LLC, c/o Sebastian Capital, Inc. and the Town of Somers for use of the One Pepsi Way parking lot for the sole purpose of having an Independence Day Celebration, June 30 2018 with a rain date of July 1, 2018.

This being a work session no further actions were taken.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, the meeting was adjourned at 8:20 PM.

Town Clerk

JUNE 14, 2018 – PUBLIC HEARING

Minutes of a public hearing of the Town Board of the Town of Somers held on Thursday evening June 14, 2018 at 7:00 PM at the Town House, 335 Route 202, Somers, New York.

ROLL CALL:

PRESENT:	Supervisor	Rick Morrissey
	Councilman	Richard G. Clinchy
	Councilman	Thomas A. Garrity, Jr.
	Councilman	Anthony J. Ciriaco
	Councilman	William G. Faulkner

ABSENT:

Also present were Patricia Kalba, Town Clerk, Linda Verderame, Deputy Town Clerk and Roland A. Baroni, Jr., Town Attorney.

The Supervisor said that this was a public hearing with regard to a proposed Local Law to amend Chapter 170, entitled Zoning, Article XXII, entitled Signs.

The Town Clerk presented affidavit of public notice of the public hearing that appeared in the Somers Record on May 31, 2018 and posted on the Town Clerk's bulletin board the same day.

The Supervisor explained that the amendment was to the Signage Code as it related to the Business Historic Preservation District (BHP-D). He said that a Signage Taskforce had been put together and were charged with submitting recommendations to the Town Board on how to enhance the quality and use of signage in the Town. He said that one of the recommendations they received was with regard to signage in the Historic District. The Supervisor said that he always believed that the Code needed amending because the only allowable location for temporary signage was in the BHP-D. He said that he was not in favor of that and wanted to change the Code to remove that provision. He explained that they would be addressing that in the future and the current proposed amendment did not address that concern. The Supervisor stated that the proposed amendment that was before them that evening was with regard to "For Sale" and "For Rent" signage in the BHP-D. He said that he researched how other municipalities addressed these concerns. He pointed out that the Town of New Canaan, Connecticut, Board of Realtors currently placed a 6-month moratorium on "For Sale" signs. He said that Greenwich, Connecticut did not allow for "For Sale" and "For Rent" posted signs as well. The Supervisor said that the Town of Somers never allowed "For Sale" and "For Rent" in the BHP-D although it came to his attention that was not being enforced. He stated that he was not in favor of amending the Code to allow for "For Sale" and "For Rent" in the BHP-D.

Councilman Garrity stated that he agreed with the Supervisor and was curious as to why the Board of Realtors enacted a 6-month moratorium in New Canaan.

Councilman Clinchy said that he was curious to their reasoning as well.

The Supervisor read from an article that for the last several years all that was allowed in New Canaan were simple "For Sale" and "For Rent" signs with only telephone numbers displayed and the current trend was that buyers were shopping for real estate on-line and did not need to see lawn signs. He said that the article went on to say that the signage took away from the "quintessential New England charm".

Councilman Ciriaco said that a person would be likely to look at a property on-line but the signs were helpful when the property was being located. He stated in the interest of full disclosure, his wife was a Realtor. He said he did not like the signs with the photos and extra advertising, although when they were done properly they were helpful when trying to find a home.

The Supervisor declared the hearing opened and asked for comments from the public.

JUNE 14, 2018 – PUBLIC HEARING

The Supervisor stated that the Board received comments from the Planning Board and the Historical Properties Board.

There being no one to be heard on motion of Supervisor Morrissey, seconded by Councilman Ciriaco, the hearing was adjourned at 7:17 PM to the July 12th Regular Meeting.

Town Clerk

DRAFT

JUNE 14, 2018 – REGULAR MEETING

Minutes of a regular meeting of the Town Board of the Town of Somers held on Thursday evening June 14, 2018 at 6:30 PM at the Town House, 335 Route 202, Somers, New York.

ROLL CALL:

PRESENT:	Supervisor	Rick Morrissey
	Councilman	Richard G. Clinchy
	Councilman	Thomas A. Garrity, Jr.
	Councilman	Anthony J. Ciriaco
	Councilman	William G. Faulkner

ABSENT:

Also present were Patricia Kalba, Town Clerk, Linda Verderame, Deputy Town Clerk and Roland A. Baroni, Jr., Town Attorney.

The Supervisor said that it was in order for the Board to enter into an executive session with regard to Insurance and Contracts.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Ciriaco, the meeting was adjourned to an executive session at 6:30 PM to discuss Insurance and Contracts.

7:05 PM meeting reconvened

The Supervisor said that it was in order for the Board to open a public hearing with regard to a Proposed Local Law to amend Chapter 170, entitled Zoning, Article XXII, entitled Signs.

7:05 PM – hearing opened
7:17 PM meeting reconvened

PUBLIC COMMENT:

There being no one to be heard on motion of Supervisor Morrissey, seconded by Councilman Faulkner, public comment session was declared closed.

Approval of
the minutes

The first item on the agenda was the approval of the minutes.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, it was unanimously,

RESOLVED, that the Town Board does hereby approve the minutes of the April 5, 2018 Work Session, the April 12, 2018 Public Hearing with regard to a proposed Local Law to amend Chapter 96 entitled Filming, Section 96-2 entitled License Required, the April 12, 2018 Public Hearing with regard to a proposed Local Law to amend Chapter 88, entitled Energy Conservation, Article I, entitled Energize NY Benefits Financing Program, the April 12, 2018 Public Hearing with regard to a proposed Local Law to amend Chapter 118 entitled Littering and Dumping, and the April 12, 2018 Regular Meeting.

Monthly
Reports

The Town Clerk presented monthly reports from the Town Clerk, Building Inspector, Zoning Board of Appeals, Plumbing, Bureau of Fire Prevention, Parks and Recreation, Planning and Engineering, Tax Receiver and Director of Finance. She also announced that Coral Seafood Restaurant One, Inc., located at 63 Route 6, Baldwin Place was applying for a new liquor license.

Proposed
Code
Change
House
Numbering

The Supervisor said that the next item on the agenda was a discussion with regard to a proposed Code change that would address House Numbering. He introduced Mr. Robert Russell, Town of Somers Code Enforcement Officer and invited him to discuss the proposed change with the Board.

JUNE 14, 2018 – REGULAR MEETING

Mr. Russell explained that he was a Volunteer Fireman, the Deputy Chief of the Bureau of Fire Prevention as well as the Part-time Code Enforcement Officer. He said that the Bureau of Fire Prevention has had many discussions with regard to house numbering and the difficulties that were often faced when responding to emergency calls. He said that the Bureau of Fire Prevention was recommending that the Code be changed to require a homeowner to place a 6-inch number on their homes. Mr. Russell relayed many of the issues that were faced when trying to identify a home when responding to an emergency. Discussion ensued with regard to if the Board was in favor of amending the Code to address the required house numbering and how the Code would be enforced. The Supervisor said that he would like to revisit this issue once there was a plan in place with regard to enforcement and community outreach. The Board thanked Mr. Russell for all that he did for the Town.

Councilman Garrity left the meeting at 7:40 PM.

Mr. John Wahlers, resident, volunteer Fireman and School Bus Driver, stated that he supported changing the requirement for house numbers to 6 inches. He said that something needed to be placed in the Code and it needed to be enforced and standardized.

The next item was an addition with regard to award the bid for the Watermain Project on Route 6 that involved Hidden Meadows and Somers Reality. Mr. Steven Robbins of Woodard & Curran, Town Engineering Consultant explained the current phase of the project involved and the installation of offsite improvements that would serve both Hidden Meadows and Somers Reality. He continued that the project included the installation of a watermain, the widening of Route 6 and the installation of stormwater and sanitary sewer infrastructure on the Hidden Meadows property. He stated that the work was being funded by the Developers. Mr. Robbins said that they were recommending that the project be awarded to the low bidder, ELQ Industries. He continued that there were a few things that needed to happen to allow for the award to occur. He explained that there was additional funding that needed to be posted by the Developers and held by the Town. Mr. Robbins said that at the Work Session the Town Board recommended having the Planning Board approval to move forward and address some time issues with regard to fees that would be paid to the Town. He said that the Planning Board did adopt the required amending Resolution and the posting of the funds were made by the Developers with the exception of a minimal amount that was forthcoming and Plat was signed by the Planning Board Chairman. He said that the next step was to issue a Notice of Award to the Contractor. Councilman Ciriaco asked what was the award amount. Mr. Robbins stated that the Bid amount was \$3,613,684.00 for the two elements of the project. He said that amount included the widening of Route 6.

The Supervisor said that this was affectionately named “Adam’s Loop” and has been planned for many years. He said that once the project was completed it would allow for the Town to back feed different areas with water if there was a watermain break.

Mr. Robbins explained that the Resolution they were requesting was provisional, there were minor items that still needed to be addressed. Councilman Ciriaco asked that if the Supervisor was executing the contract, was the Town taking ownership of the project. The Town Attorney explained that the Developers and Westchester County were coming up with the financing to complete the project, the Town was the contracting party. He said that no Town monies were going to be used in the performance of the contract. He explained that the hold up of the award of the bid was that the bid was higher than the County’s commitment, they needed to find a way to temporarily cover the shortfall while the County went through the process of enlarging their commitment. The Town Attorney said that they were doing that process, it was going to take time for the County Legislators to approve the additional funding.

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Thereupon motion of Supervisor Morrissey, seconded by Councilman Clinchy, it was unanimously,

RESOLVED, that the Town Board does hereby authorize the Supervisor to issue a Notice of Award contingent on filing of Plat with Westchester County and, pending satisfactory receipt of certain pre-contract information, to enter into an Agreement with ELQ Industries, Inc. of New Rochelle, NY in the amount of \$3,064,965.00 for the work titled "Hidden Meadows Offsite Improvements" including Alternates 1 and 2.

MS4
Presentation
S. Dym

The Supervisor said that the next item was the Annual Stormwater and MS4 Report. Ms. Syrette Dym, Director of Planning went through the highlights of the MS4 Application with the Board. She stated that it was the Annual Application that was made for the Municipal Stormwater Sewer System. She said that the PowerPoint presentation and the full report were available on the Town of Somers website.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Cirioco, it was unanimously,

RESOLVED, that the Town Board does hereby adopt the Annual MS4 Report for the reporting period of March 10, 2017 through March 9, 2018 as prepared by Syrette Dym, Director of Planning.

Electronic
Nicotine
Delivery
Systems &
Vape Shops

The next item on the agenda was a discussion with regard to Zoning Amendment relative to Electronic Nicotine Delivery Systems and Vape Shops in the NS Neighborhood Shopping District. The Supervisor said that they discussed the amendment at the Work Session and he had new information that Westchester County passed legislation increasing the legal age to purchase cigarettes and tobacco products from 18 years old to 21 years old. He said that legislation included e-cigarettes and vaping products. He said with the County's increase to the age of sale another barrier was created. The Supervisor asked the Town Attorney and the Director of Planning to amend the proposed amendment to provide Vape Shops in the NS Neighborhood Shopping District for the Board's consideration at the July Work Session. Discussion ensued with regard to what the Board wanted to achieve with the proposed legislation.

CodeRED
Agreement

The Supervisor said that the next item on the agenda was a discussion with regard to a revision to the CodeRED Agreement. He explained that with the many recent weather events the Town went over their allotted messages. He said that the contract was renegotiated with no extension to the existing contract and they were being moved to an unlimited plan with a cost savings.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Cirioco, it was unanimously,

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the Notification Service Subscription Agreement with ONSOLVE, LLC for the Town of Somers CodeRED Notification Services.

Artis Senior
Living

The next item was a discussion with regard to Community Benefits Agreement with Artis Senior Living. The Town Attorney explained that this was part of the Senior Living Project that was part of the Planned Hamlet. He said that they agreed to donate to the Town as part of their Community Benefits Agreement a total of \$414,000.00 to be paid over three installments. He said that funds would be unrestricted funds that would have to be used as a Community Benefit.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, it was unanimously,

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RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the Community Benefits Agreement between Artis Senior Living Holdings of Somers, LLC and the Town of Somers.

2018
Independence
Day

The Supervisor said that next item was with regard a contract between the Somers Lions Club and the Town of Somers for the issuance of a Special Event Permit for the 2018 Independence Day celebration.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, it was unanimously,

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the Contract between the Somers Lions Club and the Town of Somers for the issuance of a Special Event Permit for the 2018 Independence Day celebration.

The next item on the agenda was to approve the special event coverage from Philadelphia Insurance Companies for the 2018 Independence Day celebration.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, it was unanimously,

RESOLVED, that the Town Board does hereby authorize the Supervisor to approve the special event coverage from Philadelphia Insurance Companies in the amount of \$565.00 for the 2018 Independence Day celebration.

Purchase
New
Flagpole

The Supervisor said that the next item on the agenda was to authorize purchase of a new (40') fiberglass flagpole for the front of the Town House.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Cirieco, it was unanimously,

RESOLVED, that the Town Board does hereby authorize the purchase of a new 40' fiberglass flagpole for the front of the Town House at a cost of \$2,590.00 which includes shipping per memo dated June 13, 2018 from Denise Schirmer, Building Department.

Schedule
A Ins &
Indem.
Ver 1 & 2

The next item was an addition with regard to the Town Board adopting a Schedule A entitled Insurance and Indemnification Version #1 and Schedule A entitled Insurance and Indemnification Version #2 to be used for all Town of Somers Bids and Requests for Proposals (RFP) as deemed appropriate by the Town Board. The Supervisor said that it would relieve the amount of the Umbrella Coverage that was currently required for some of the smaller work with lower risks being done in the Town.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, it was unanimously,

RESOLVED, that the Town Board does hereby adopt a Schedule A entitled Insurance and Indemnification Version #1 and Schedule A entitled Insurance and Indemnification Version #2 to be used for all Town of Somers Bids and Requests for Proposals (RFP) as deemed appropriate by the Town Board.

Purchase
Backhoe

The Supervisor said that next item was to authorize purchase of (1) one new Caterpillar Model 430F2 ST Backhoe Loader with Equipment Eligible for CHIPS Reimbursement for the Highway Department.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Clinchy, it was unanimously,

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RESOLVED, that the Town Board does hereby authorize purchase of (1) one new Caterpillar Model 430F2 ST Backhoe Loader with Equipment Eligible for CHIPS Reimbursement from H.O. Penn Machinery Company in the amount of \$112,250.00 per memo dated June 12, 2018 from Thomas E. Chiaverini, Superintendent of Highways.

PERSONNEL:

Current Vacancies:

Affordable Housing Board (2 – 2 year terms ending July 11, 2018)
Affordable Housing Board (1 – 2 year term ending July 11, 2019)
Partners in Prevention (2 – 3 year terms ending December 31, 2019)
Partners in Prevention (2 – 3 year terms ending December 31, 2020)

Upcoming Vacancies:

Hiring of C.
Brush Sr.
Bookkeeper

The Supervisor said that it was in order to authorize the hiring of Ms. Carolyn Brush probationary as a Senior Bookkeeper.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Ciriaco, it was unanimously,

RESOLVED, that the Town Board does hereby authorize the hiring of Ms. Carolyn Brush probationary as a Senior Bookkeeper at an annual salary of \$54,295.00 effective June 12, 2018 per memo dated June 12, 2018 from Rick Morrissey, Town Supervisor.

Hiring J.
Alfonzetti
Water &
Sewer

The Supervisor said that it was in order to authorize the hiring of Mr. Joseph Alfonzetti as a Seasonal Employee with the Water and Sewer Department.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Faulkner, it was unanimously,

RESOLVED, that the Town Board does hereby authorize the hiring of Mr. Joseph Alfonzetti as a Seasonal Employee with the Water and Sewer Department at a rate of \$15.00 per hour effective June 18, 2018 per memo dated June 13, 2018 from Adam Smith, Superintendent of Water & Sewer.

Consensus
Agenda

The next item on the agenda was the consensus agenda. The Supervisor that with regard to item number 5, the new adopted Schedule A entitled Insurance and Indemnification Version #1 would be used.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Ciriaco, it was unanimously,

Execute
RFP
Renewal of
Revocable
Land Use
Permits

1. RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the Request For Renewal – Revocable Land Use Permit for the use of New York City Property per letter dated April 24, 2018 from Eve Fox, Supervisor, Land Use Permit, New York City Department of Environmental Protection as follows:

Permit No.: 9194	Section – Block – Lot: 6.12-25-13
Permit No.: 9515	Section – Block – Lot: 16.18-25-6
Permit No.: 9689	Section – Block – Lot: 37.13-25-8
Permit No.: 10005	Section – Block – Lot: 28.14-25-1
Permit No.: 9917	Section – Block – Lot: 37.06-5 & 37.11-1-2
Permit No.: 10095	Section – Block – Lot: 28.14-25-1
Permit No.: 10083	Section – Block – Lot: 28.14-25-1

JUNE 14, 2018 – REGULAR MEETING

Approve
renewal
contract
Traveler's
Ins.

2. RESOLVED, that the Town Board does hereby approve the Travelers Commercial Insurance Proposal dated May 9, 2018 prepared for Fairfield County Bank Insurance for the Town of Somers effective July 1, 2018 through July 1, 2019 and authorizes the Supervisor to execute associated contracts as necessary.

Hire Day
Camp &
Tusker Trax
Staff

3. RESOLVED, that the Town Board does hereby authorize the hiring of Day Camp and Tusker (teen travel) Trax Staff from June 25, 2018 through August 3, 2018 and continue to hire for these programs on an as-needed basis pursuant to County Health counselor-to-camper ratio regulations per memo dated May 29, 2018 from Steve Ralston, Superintendent of Parks & Recreation.

Authorize
Return
Erosion
Control
Bonds

4. RESOLVED, that the Town Board does hereby authorize the return of the following Erosion Control Bond per memos dated May 29, 2018, June 7, 2018 and June 8, 2018 from Steven Woelfle, Principal Engineering Technician:

- a. \$200.00 Gonzalaz/Lang Pool Inc. Stormwater Management and Erosion and Sediment Control Permit #ASMESC2013-10 – 15.07-1-1.2
- b. \$200.00 Parubi Stormwater Management and Erosion and Sediment Control Permit #ASMESC2012-21 – 26.15-1-16
- c. \$2,103.00 Deans Bridge Associates Subdivision – Erosion Control Bond – 17.08-1-8
- d. \$25.00 Batchelder Tree Preservation Permit – 6.20-1-17
- e. \$200.00 Papasidero Steep Slope Permit #S2009-06 – 17.13-2-2
- f. \$100.00 Lucciola Stormwater Management and Erosion and Sediment Control Permit #ASMESC2010-18 – 37.16-1-16
- g. \$500.00 Ford/DiMartino Stormwater Management and Erosion and Sediment Control Permit #S2015-02 – 5.13-1-12
- h. \$300.00 Lord Wetland Permit #W2015-14 – 48.17-1-5

Approve
RFP Fuel &
Heating Oil

5. RESOLVED, that the Town Board does hereby approve the distribution of a Bid to perform certain work, generally consisting of a one (1) year contract to furnish and deliver #2-TW Fuel and Heating Oil to multiple Town of Somers buildings with the Schedule A entitled Insurance and Indemnification Version #1 to be used per memo dated May 15, 2018 from Efreem Citarella, Building Inspector.

Acknowledge
Resignation L.
Cheatham
AHB

6. RESOLVED, that the Town Board does hereby acknowledge with gratitude the resignation of Ms. Lisa Cheatham as member of the Somers Affordable Housing Board effective May 21, 2018.

Acknowledge
Promotion E.
Gall, Motor
Equip.
Operator

7. RESOLVED, that the Town Board does hereby acknowledge promotion of Mr. Edward Gall to Motor Equipment Operator at an hourly rate of \$33.9409 effective May 30, 2018 per June 1, 2018 memo from Thomas E. Chiaverini, Superintendent of Highways.

Execute
NYS DOT
Municipal
Snow & Ice
Agreement

8. RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the 2018-2019 Municipal Snow & Ice Agreement per letter dated May 29, 2018 from Edward J. Goff, P.E., Resident Engineer, Westchester North, New York State Department of Transportation.

The Supervisor said that paving was completed on Route 100 and 202 from Heritage Drive, East to Croton Falls Road.

JUNE 14, 2018 – REGULAR MEETING

The Supervisor said that there would be a Blood Drive on Friday, June 15, 2018 from 2:00 PM to 8:00 PM at the Town House. He urged all that were able to, to donate.

The Supervisor said that the Somers Parks and Recreation 2018 Summer Concert would begin on Sunday, June 24th from 6:00 PM to 8:00 PM in Bailey Park. He urged all to come out and listen to “The Cousin Band” – Westchester based Classic Rock Band.

Councilman Garrity returned at 8:40 PM

The Supervisor said that the Town of Somers Independence Day Block Party was being held on Saturday, June 30, 2018 with a rain date of Sunday, July 1, 2018. He said that the event started at 2:00 PM at the Sebastian Capital Campus former Pepsi Property. He said that there was information on the Town website. The Supervisor suggested everyone purchase their tickets in advance. He said that the Lion’s Club were collecting the fund and they were being donated to Victor Prato, Somers resident who was injured during a tour of duty in Afghanistan.

Claims for the payment of all Town Bills in the amount of \$593,379.82 were presented and allowed for payment as shown on the Abstract of Audited Claims on file in the office of the Town Clerk.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Cirieco, the meeting was adjourned at 8:45 PM.

Town Clerk

JULY 5, 2018 – WORK SESSION

Minutes of a work session meeting of the Town Board of the Town of Somers held on Thursday evening, July 5, 2018 at 6:30 PM at the Town House, 335 Route 202, Somers, New York

ROLL CALL:

PRESENT:	Supervisor	Rick Morrissey
	Councilman	Richard G. Clinchy
	Councilman	Thomas A. Garrity, Jr.
	Councilman	Anthony J. Ciriaco

ABSENT:	Councilman	William G. Faulkner
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Also present were Patricia Kalba, Town Clerk, Linda Verderame, Deputy Town Clerk and Roland A. Baroni, Jr., Town Attorney.

The Supervisor said that it was in order for the Board to enter into an executive session with regard to personnel and contracts.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Ciriaco, the meeting was adjourned to an executive session at 6:35 PM to discuss personnel matters and contracts to return that evening.

7:05 PM – meeting reconvened

This being a work session the following actions were taken:

The Supervisor said that it was in order for the Board to authorize the execution of the License Agreement for the Koegel Park Caretakers Residence between the Town of Somers and Howard M. Vinberg effective July 1, 2018.

Thereupon motion of Supervisor Morrissey seconded by Councilman Garrity, it was unanimously,

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute License Agreement for the Koegel Park Caretakers Residence between the Town of Somers and Howard M. Vinberg effective July 1, 2018.

The Supervisor said that it was in order for the Board to authorize waiving the 30-day waiting period for the issuance of a new liquor license to Somers Pointe Golf Club East, LLC – 8 Heritage Hills Drive, Somers New York 10589.

Thereupon motion of Supervisor Morrissey seconded by Councilman Clinchy, it was unanimously,

RESOLVED, that the Town Board does hereby authorize waiving the 30-day waiting period for the issuance of a new liquor license to Somers Pointe Golf Club East, LLC – 8 Heritage Hills Drive, Somers New York 10589.

The Supervisor said that it was in order for the Board to authorize waiving the 30-day waiting period for the issuance of a new liquor license to Somers Pointe Pinnacle, LLC – 1000 West Hill Drive, Somers New York 10589.

Thereupon motion of Supervisor Morrissey seconded by Councilman Clinchy, it was unanimously,

RESOLVED, that the Town Board does hereby authorize waiving the 30-day waiting period for the issuance of a new liquor license to Somers Pointe Pinnacle, LLC – 1000 West Hill Drive, Somers New York 10589.

JULY 5, 2018 – WORK SESSION

This being a work session no further actions were taken.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Garrity, the meeting was adjourned at 8:55 PM.

Town Clerk

DRAFT

JULY 12, 2018 – PUBLIC HEARING

Minutes of a public hearing of the Town Board of the Town of Somers held on Thursday evening July 12, 2018 at 7:00 PM at the Town House, 335 Route 202, Somers, New York.

ROLL CALL:

PRESENT:	Supervisor	Rick Morrissey
	Councilman	Richard G. Clinchy
	Councilman	Thomas A. Garrity, Jr.
	Councilman	Anthony J. Ciriaco
	Councilman	William G. Faulkner

ABSENT:

Also present were Patricia Kalba, Town Clerk, Linda Verderame, Deputy Town Clerk and Roland A. Baroni, Jr., Town Attorney.

The Supervisor said that this was a continuation of a public hearing with regard to a proposed Local Law to amend Chapter 170, entitled Zoning, Article XXII, entitled Signs.

The Supervisor declared the hearing opened and asked for comments from the public.

Dr. Ami Rinani, stated that he owned buildings on the junction of Route 202 and Route 116. He said that his available office space was on multiple listing and the best way he obtained tenants were through the signs he posted in front of the building. He said that a professional sign did not look badly and helped him fill office space.

The Supervisor said that he wanted to clarify the signs were never allowed in the Business Historic Preservation District and for the Board to pass an amendment to allow for signage was not following their charge to protect the Business Historic Preservation District.

There being no one else to be heard on motion of Supervisor Morrissey, seconded by Councilman Clinchy, the hearing was declared closed at 7:11 PM.

Town Clerk

JULY 12, 2018 – REGULAR MEETING

Minutes of a regular meeting of the Town Board of the Town of Somers held on Thursday evening July 12, 2018 at 7:00 PM at the Town House, 335 Route 202, Somers, New York.

ROLL CALL:

PRESENT:	Supervisor	Rick Morrissey
	Councilman	Richard G. Clinchy
	Councilman	Thomas A. Garrity, Jr.
	Councilman	Anthony J. Ciriaco
	Councilman	William G. Faulkner

ABSENT:

Also present were Patricia Kalba, Town Clerk, Linda Verderame, Deputy Town Clerk and Roland A. Baroni, Jr., Town Attorney.

The Supervisor said that it was in order for the Board to continue the public hearing with regard to a Proposed Local Law to amend Chapter 170, entitled Zoning, Article XXII, entitled Signs.

7:00 PM – hearing opened
7:11 PM meeting reconvened

PUBLIC COMMENT:

There being no one to be heard on motion of Supervisor Morrissey, seconded by Councilman Faulkner, public comment session was declared closed.

Councilman Clinchy presented the Somers Energy Environment Committee (SEEC) with an Eco Award that the Town received from Westchester County. He asked Chris Zambero and Jason Crawford, members of the SEEC to come forward to accept the award. He explained all of the great work the SEEC did for the Town and the dedication of the members of the Committee.

Approval of
the minutes

The first item on the agenda was the approval of the minutes.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Ciriaco, it was unanimously,

RESOLVED, that the Town Board does hereby approve the minutes of the May 3, 2018 Work Session and the May 10, 2018 Regular Meeting.

Monthly
reports

The Town Clerk presented monthly reports from the Town Clerk, Building Inspector, Zoning Board of Appeals, Plumbing, Bureau of Fire Prevention, Parks and Recreation, Planning and Engineering, Tax Receiver and Director of Finance.

Town
Engineering
Projects
Update

The Supervisor said that the next item on the agenda was an update by the Town Engineering Consultant, Joseph Barbagallo, Woodard & Curran. Mr. Barbagallo introduced his colleague Mr. Alvaro Alfonzo-Larrain and stated that Mr. Alfonzo-Larrain was the Project Manager for a number of projects that were going on in Somers. He said that he provided a memorandum that outlined a number of projects they were involved in. He requested that the Board take action that evening with regard to the Salt Processing Shed Site Improvement which Mr. Alfonzo-Larrain would explain to the Board in detail.

Mr. Barbagallo walked the Board through some of the other projects and the steps that the Board needed to take within the next few meetings. He said that the projects were the Shenorock and Lincolndale Sanitary Sewer Project, the Shenorock Stormwater Grant Project, the Route 6 Watermain and Road Widening Project and the Sewer Mapping Plan for Heritage Hills.

JULY 12, 2018 – REGULAR MEETING

Mr. Barbagallo stated that he needed to be at another meeting in Town with regard to the Shenorock Stormwater Grant Project and was going to leave Mr. Alfonzo-Larrain to discuss the Salt Processing Shed Site Improvement project and the steps that needed to be completed that evening. Discussion ensued with Mr. Barbagallo and the Board with regard to grant funding of the different projects.

Mr. Alfonzo-Larrain explained why the Salt Shed was needed at the Highway Department and the improvements the project would provide for the Town. He said that the Board needed to authorize the additional funding in order to move forward with the Grant Project. The Supervisor said that he supported anything to enhance the Highway Department and that the project would be an asset to the Town.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Clinchy, it was unanimously,

RESOLVED, that the Town Board does hereby authorize the expenditure of the balance of the Salt Processing Shed Site Improvement project in connection to the SAM Grant amount in an amount not to exceed \$355,000.00 without prior Town Board approval.

Waterfront
Revitalization
Program

The next item was a discussion with regard to an application for funds from the New York State Department of State Local Waterfront Revitalization Program for Lake Shenorock. The Supervisor explained that the Town was submitting an application as they did last year for Shenorock and Lincolndale for funding. He said that this application was going to focus solely on Shenorock. He said that grant funding was to hire a Consultant to write the Local Waterfront Revitalization Program.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Ciriaco, it was unanimously,

WHEREAS, the Town of Somers and the citizens it serves recognize the value to the community of developing their waterfronts for our lake communities; and

WHEREAS, the Local Waterfront Revitalization Program planning document will guide future waterfront development and ensure an integrated vision for waterfront development thereby increasing the likelihood of future project funding for implementation. The Local Waterfront Revitalization Program planning document will focus on the development of both land and water projects including recreational amenities that will be available to all residents at Town owned Lake Shenorock; and

FURTHER, IT IS RESOLVED that the Town of Somers is committed to providing up to \$20,000 in matching funds to reach the required 25% local match for project completion;

NOW, THEREFORE, BE IT RESOLVED, that the Town of Somers fully approves and endorses the Town of Somers Lake Shenorock LWRP Planning Project and affirms public and community support for it; and

FURTHER BE IT RESOLVED, that Rick Morrissey, Town Supervisor of the Town of Somers, is hereby authorized and directed to file an application for funds from the Department of State Local Waterfront Revitalization Program, and upon approval of said application to enter into and execute a project agreement with the State for such related financial assistance to the Town of Somers. The Town of Somers and its grant consultant will be responsible for all grant administration, oversight and reporting required through this application. The Town of Somers affirms that it is committed to providing up to \$20,000 in start-up capital and required matching funds from the Fund Balance for Capital Projects should an award be made.

I, Patricia Kalba, Clerk of the Town of Somers, 335 Route 202 Somers, NY 10589 do hereby certify that the following resolution was adopted at a meeting of the Town Board

JULY 12, 2018 – REGULAR MEETING

held on July 12, 2018 and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended, or revoked and is in full force and effect.

PERSONNEL:

Current Vacancies:

Affordable Housing Board (1 – 2 year term ending July 11, 2019)
Affordable Housing Board (1 – 2 year term ending July 11, 2020)
Partners in Prevention (2 – 3 year terms ending December 31, 2019)
Partners in Prevention (2 – 3 year terms ending December 31, 2020)

Upcoming Vacancies:

Affordable Housing Board (2 – 2 year terms ending July 11, 2018)

Retirement
L. Noto

The Supervisor said that it was in order to acknowledge the retirement of Mr. Louis Noto, Deputy Highway Superintendent. The Supervisor thanked Mr. Noto for his 20 years of service to the Town and that Mr. Noto would be missed.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Garrity, it was unanimously,

RESOLVED, that the Town Board does hereby acknowledge with gratitude the retirement of Mr. Louis N. Noto, Town of Somers Deputy Superintendent of Highways after 20 years of service, effective August 30, 2018.

Hire N. DeVito
Deputy
Superintendent
of Highway

The Supervisor said that it was in order for the Board to authorize the hiring of Mr. Nicholas DeVito, Interim/Full-time Deputy Superintendent of Highway.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Garrity, it was unanimously,

RESOLVED, that the Town Board does hereby authorize the hiring of Mr. Nicolas DeVito, Interim/Full-time Deputy Superintendent of Highways at an hourly rate of \$38.3319 along with Health, Dental and Vision Benefits, effective July 31, 2018 per memo dated July 10, 2018 from Thomas E. Chiaverini, Superintendent of Highways.

The Supervisor said that the next item was the consensus agenda.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Ciriaco, it was unanimously,

Execute NYS
Transportation
Program
Agreement

- 1a. RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the New York State Transportation Program Agreement for the period beginning April 1, 2018 and continuing through March 31, 2019 per memo dated June 13, 2018 from Barbara Taberer, Nutrition Program Director.

Execute
NYS WIN
& NSIP
Agreement

- 1b. RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the New York State WIN, Wellness in Nutrition and NSIP, Nutrition Services and Incentive Program Agreement for the period beginning April 1, 2018 and continuing through March 31, 2019 per memo dated June 14, 2018 from Barbara Taberer, Nutrition Program Director.

Execute
Westchester
County
Dept. of
Health
Permit
Renewal

- 1c. RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the Westchester County Department of Health Permit Renewal for the period beginning September 1, 2018 and continuing through August 31, 2019 per memo dated June 15, 2018 from Barbara Taberer, Nutrition Program Director.

JULY 12, 2018 – REGULAR MEETING

- | |
|------------------------------------|
| Execute Tri-Town Nutrition Program |
|------------------------------------|
- 1d. RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the Tri-Town Nutrition Program Agreement for the period January 1, 2017 through December 31, 2017 between the Town of Somers, North Salem, and Lewisboro per memo dated June 19, 2018 from Barbara Taberer, Nutrition Program Director.
-
- | |
|--------------------------------------|
| Execute NYS DOT Snow & Ice Contracts |
|--------------------------------------|
2. RESOLVED, that the Town Board does hereby authorize the Supervisor to execute the New York State Department of Transportation (DOT) Municipal Snow and Ice Indexed Lump Sum Contracts, Payment Factor Adjustment Amendment B, for the winter of 2017-2018 in the amount of \$101,881.54.
-
- | |
|---|
| Declare Lead Agency Intent LL Chapter 170 |
|---|
- 3a. RESOLVED, that the Town Board does hereby declare their intent to be Lead Agency with regard to the proposed Local Law to amend Chapter 170, entitled Zoning, adding Article XXIII, entitled Vape Shops, of the Code of the Town of Somers.
-
- | |
|--|
| Refer LL Chapter 170 Vape Shops to Town Depts. |
|--|
- 3b. RESOLVED, that the Town Board does hereby refer the proposed Local Law to amend Chapter 170, entitled Zoning, adding Article XXIII, entitled Vape Shops, of the Code of the Town of Somers to the Building Inspector, Planning Board, Somers Police Department and Westchester County Planning Board.
-
- | |
|----------------------------|
| Schedule PH LL Chapter 170 |
|----------------------------|
- 3c. RESOLVED, that the Town Board does hereby schedule Public Hearing for September 6, 2018 with regard to a proposed Local Law to amend Chapter 170, entitled Zoning, adding Article XXIII, entitled Vape Shops, of the Code of the Town of Somers.
-
- | |
|---|
| Declare Lead Agency Intent LL Chapter 170 |
|---|
- 4a. RESOLVED, that the Town Board does hereby declare their intent to be Lead Agency with regard to the proposed Local Law to amend Chapter 170, entitled Zoning, amending Article I, entitled General Provisions, and Article IV entitled Business Historic Preservation District of the Code of the Town of Somers.
-
- | |
|--|
| Refer LL Chapter 170 Zoning to Town Depts. |
|--|
- 4b. RESOLVED, that the Town Board does hereby refer the proposed Local Law to amend Chapter 170, entitled Zoning, amending Article I, entitled General Provisions, and Article IV entitled Business Historic Preservation District of the Code of the Town of Somers to the Building Inspector, Architectural Review Board, Planning Board, Historical Properties Board, Somers Historical Society and Westchester County Planning Board.
-
- | |
|----------------------------|
| Schedule PH LL Chapter 170 |
|----------------------------|
- 4c. RESOLVED, that the Town Board does hereby schedule Public Hearing for September 6, 2018 with regard to a proposed Local Law to amend Chapter 170, entitled Zoning, amending Article I, entitled General Provisions, and Article IV entitled Business Historic Preservation District of the Code of the Town of Somers.
-
- | |
|--------------------------|
| Invasive Plant Local Law |
|--------------------------|
5. RESOLVED, that the Town Board does hereby refer an invasive plant local law to the Open Space Committee and the Planning Board for evaluation.
-
- | |
|---|
| Standard work day for Elected & Appointed Officials |
|---|
6. **BE IT RESOLVED**, that the Town of Somers, Location Code 30038 hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on record of activities maintained and submitted by these officials to the Clerk of this body:

JULY 12, 2018 – REGULAR MEETING

Title	Name	Standard Work Day (Hrs/Day)	Term Begins/Ends	Participants in Employers' Time Keeping System (Y/N)	Days/Months (based on Record of Activities)	Tier 1 (Check only if member is in Tier 1)	Not Submitted (Check box if no record of activities completed or timekeeping system)
Elected Officials							
Town Board	Thomas A. Garrity, Jr	6	1/1/16-12/31/19	N	11.67		
Town Board	Anthony J Ciriaco	6	1/1/18-12/31/21	N	5.25		
Town Board	William G. Faulkner	6	1/1/18-12/31/21	N	4.03		
Town Clerk	Patricia Kalba	6	1/1/16-12/31/19	N	27.54		
Highway Superintendent	Thomas E. Chiaverini	6	1/1/16-12/31/19	N	29.50		
Tax Receiver	Michele A. McKearney	6	1/1/18-12/31/21	N	27.36		
Judge	Michael J. McDermott	6	1/1/16-12/31/19	N	17.00		
Appointed Officials							
Assessor	Teresa Stegner	7	10/1/13-9/30/19	Y			
Parks & Rec Board Chair	Kevin Westerman	7	1/1/18-12/31/18	N	1.29		
Director of Finance	Robert Kehoe	7	1/1/18-12/31/18	Y			
Deputy Town Clerk	Linda Verderame	7	1/1/2018-12/31/18	Y			
Deputy Highway Superintendent	Louis Noto	7	1/1/18-12/31/18	Y			
Deputy Receiver of Taxes	Christine Rossiter	7	1/1/18-12/31/18	Y			
Zoning Board of Appeals Chair	Victor Cannistra	7	1/1/18-12/31/18	N	.55		

On this 13th day of July, 2018

Signature: Patricia Kalba Date enacted: July 14, 2018

I, Patricia Kalba, Town Clerk of the governing board of the Town of Somers, of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on 8th day of June, 2017, on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto
Set my hand and the seal
Of the Town of Somers.

I further certify that the full board, consisting of 5 members,
that and 5 of such members were present at such meeting as
(SEAL)
that 5 of such members voted in favor of the above resolution.

Authorize
Fund
Balance
Misc. Brush
Lines

7. RESOLVED, that the Town Board does hereby authorize the use of \$128,000 from Fund Balance to cover Miscellaneous Brush Lines overages due to all the storms and to replenish for future work per memo dated July 5, 2018 from Thomas Chiaverini, Superintendent of Highways.

Utility
Taskforce
Update

The Supervisor said that the Town Board and the Utility Taskforce were going to be educating the public with regard to vegetation management. He said that the Utility Taskforce will be holding their next meeting in October. Councilman Garrity said that the minutes would be made available shortly.

The Supervisor said that in was important for the Town to know that NYSEG had been in Town working and doing some upgrades. Councilman Garrity pointed out that NYSEG was going to provide the Town with the amount of funding that was allocated for improvements in Somers and a schedule of upgrades.

JULY 12, 2018 – REGULAR MEETING

The Supervisor said that DeCicco's supermarket should be up and running in early 2019. He said he learned that DiCicco's will open up freezer space for Town residents during power outages.

The Supervisor said that Angle Fly Preserve and Somers Land Trust were looking for volunteers to maintain trails at the Angle Fly Preserve on Sunday, July 22, 2018 and Saturday, August 25, 2018. Meet at the entrance to Angle Fly at 10:00 AM near the Reynold's house to receive an assignment.

The Supervisor said that he was contacted by the VFW that they will no longer be able to sponsor the Memorial Day and Veteran's Day Parades. He asked if any organizations are interested in taking this over to please contact his office.

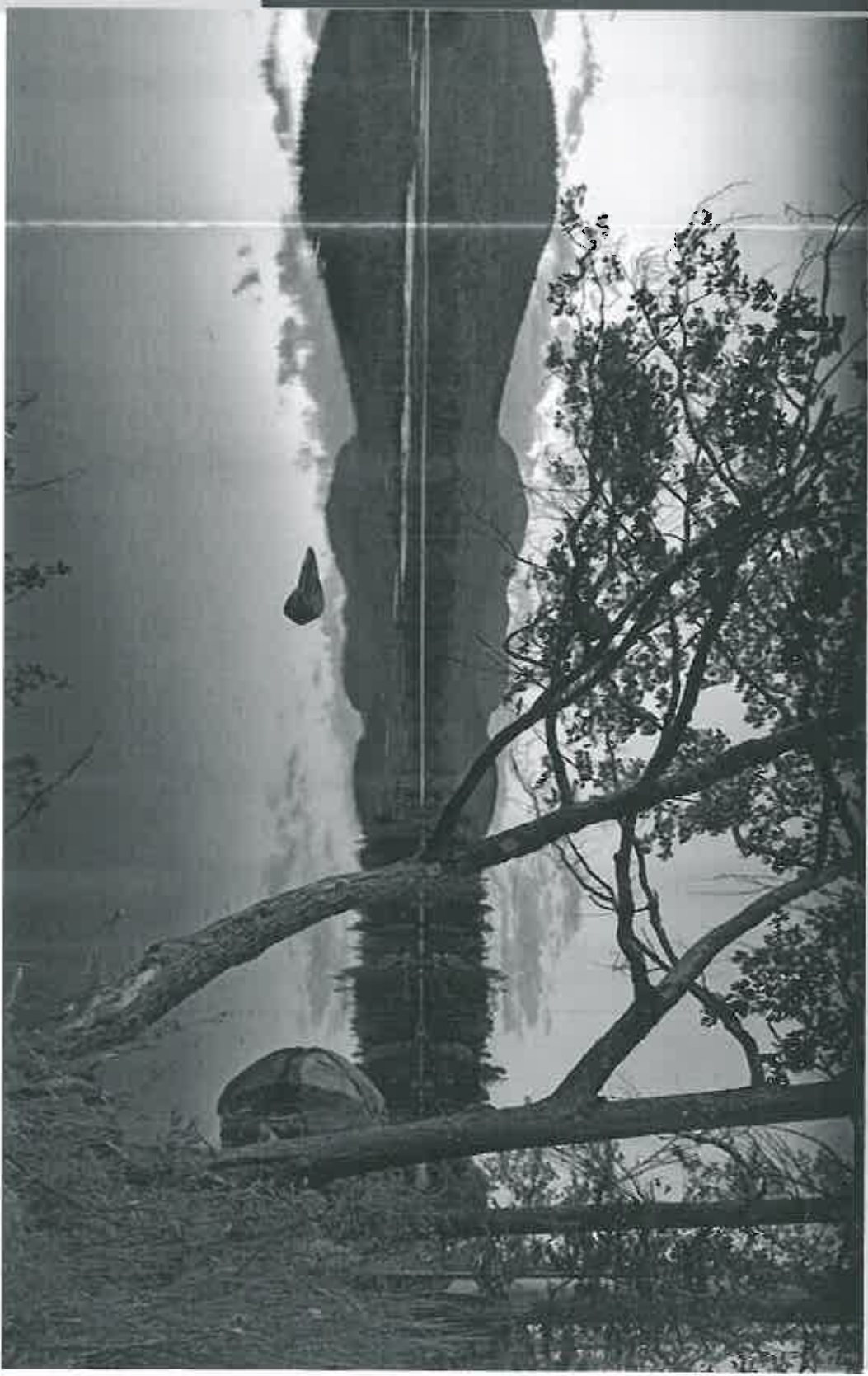
The Supervisor wished everyone a happy and safe summer.

Claims for the payment of all Town Bills in the amount of \$549,475.77 were presented and allowed for payment as shown on the Abstract of Audited Claims on file in the office of the Town Clerk.

Thereupon motion of Supervisor Morrissey, seconded by Councilman Ciriaco, the meeting was adjourned at 8:10 PM.

Town Clerk

Sent to:
RE: FAIC 10/9/18
HD



Shenorock & Lincolndale Project Updates

Town of Somers Board Meeting
October 11, 2018



Agenda

- Somers Lake Sustainability Program Committee Status Update
- Shenorock & Lincolndale Sewer Project Update
- Shenorock Stormwater Project Update



Somers Lake Sustainability Program

Committee Update

- Held meetings July 12 and September 20
- LWRP grant application made for Shenorock
- Identifying lake community project needs
- Soliciting community feedback to help develop Shenorock and Lincolnale sewer projects
- Next meeting January 20, 2019



Shenorock and Lincolndale Sewers

- NYC Watershed Protection \$10 Million Grant
- 2015 Wastewater Study completed
- 2017 Conceptual Design completed
- 2018 Coordination with NYCDEP and Westchester County Planning/Board of Legislators

Existing Wastewater Disposal Systems

- Shenorock and Lincolndale rely on privately owned and operated septic systems for wastewater disposal.
 - Septic system replacement costs in Westchester County can range from \$10,000 to \$50,000
- Septic systems impact Lake and private well water quality



Sewer System Project

- Wastewater system eliminates pollutant loads contributed by existing residential septic systems and improve Lake water quality
- Revitalize waterfront community
- Increase property values

Sewer System Project

- Proposed Sewer System:
 - Gravity sewer and force main
 - Sewer Pump Station to pump flow to existing WWTP
 - Typical pump station: Submersible pumps, below grade



Preliminary Sewer System Routing

Shenorock

Lincolndale





Costs

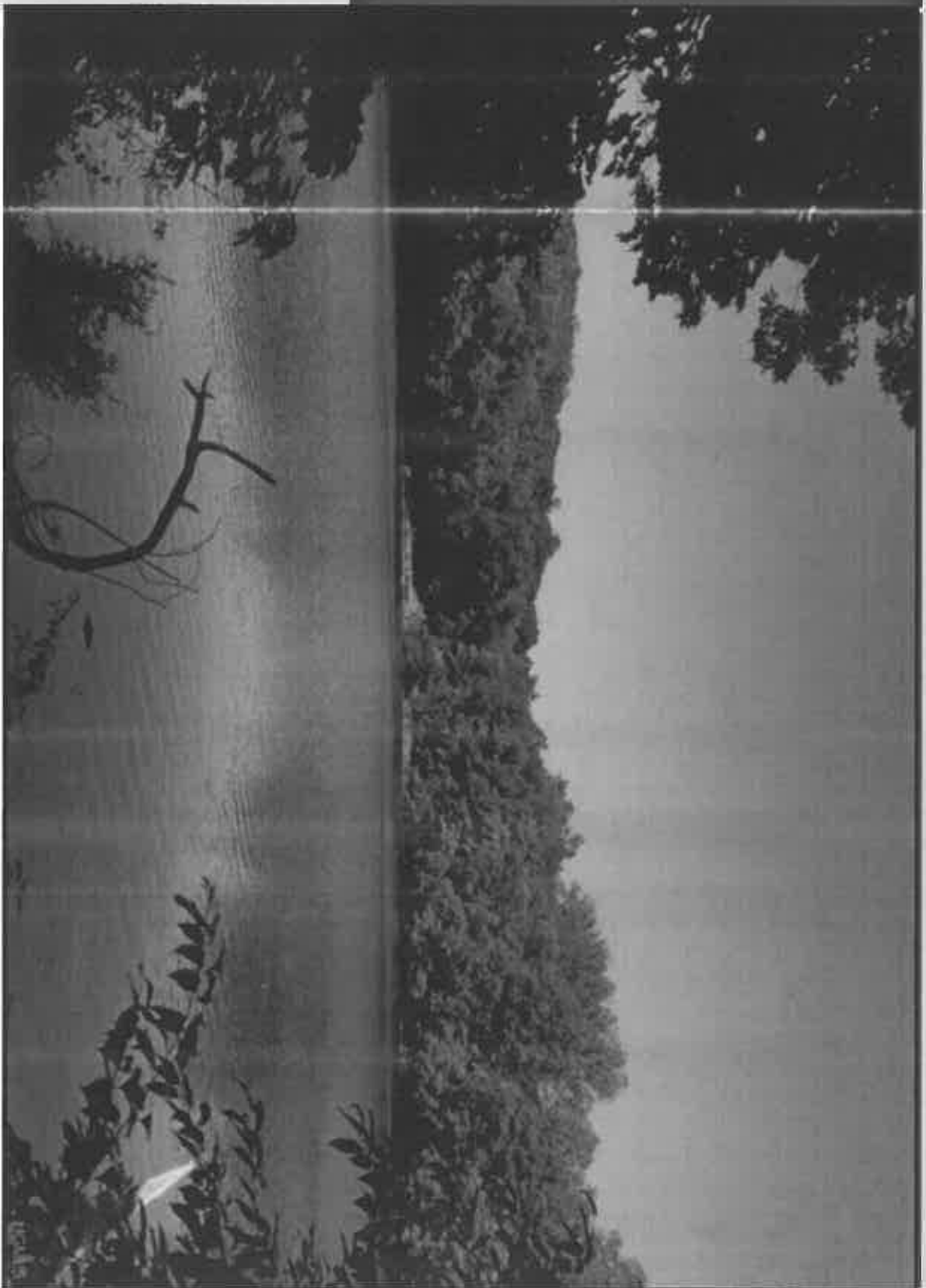
- Evaluating opportunities to include individual connections in the project
- Annual O&M costs
- Future funding and grant opportunities



Sewer System Project

Next Steps

- Coordination with NYCDEP and Westchester County on funding requirements
- Continued meetings to discuss proposed project and answer any questions (January 20, 2019)
- Form sewer district
- Design & construction



Lake Shenorock Stormwater Retrofits Project Update
Town of Somers Board
October 11, 2018

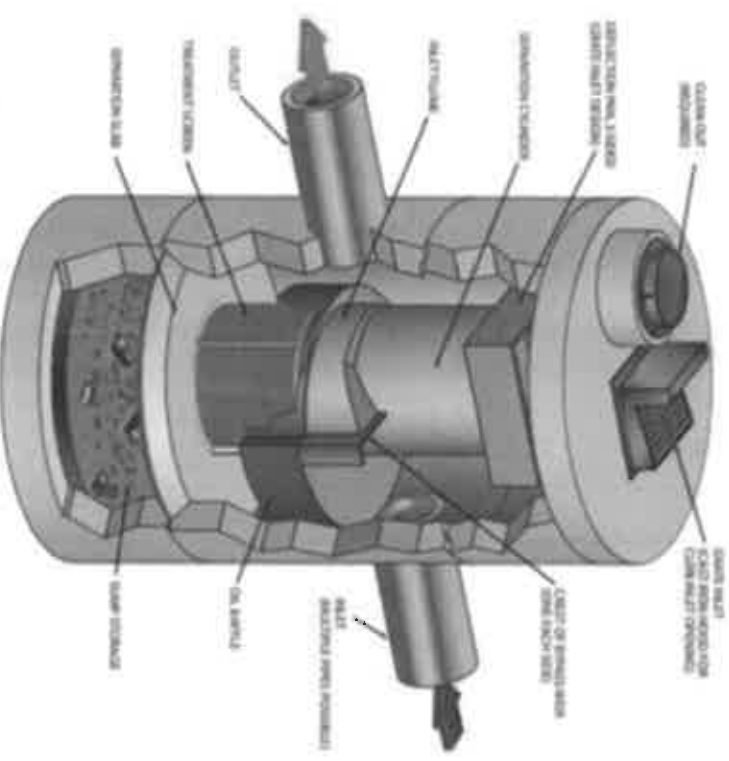
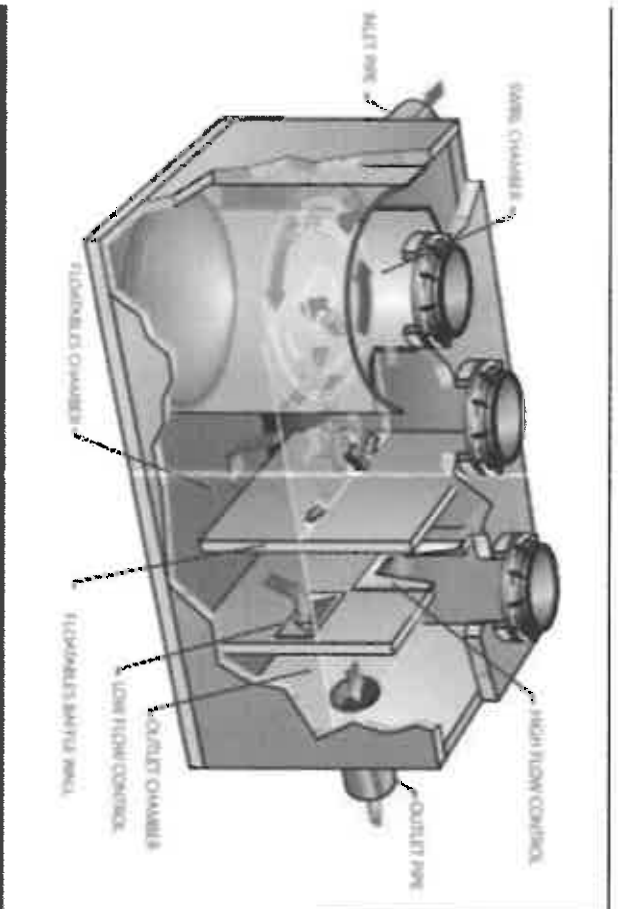
Background

- Impaired water body (Phosphorus)
- Water Quality Improvement Program (WQIP)
- Feasibility Study
- Alternative Solutions / Preferred Solution

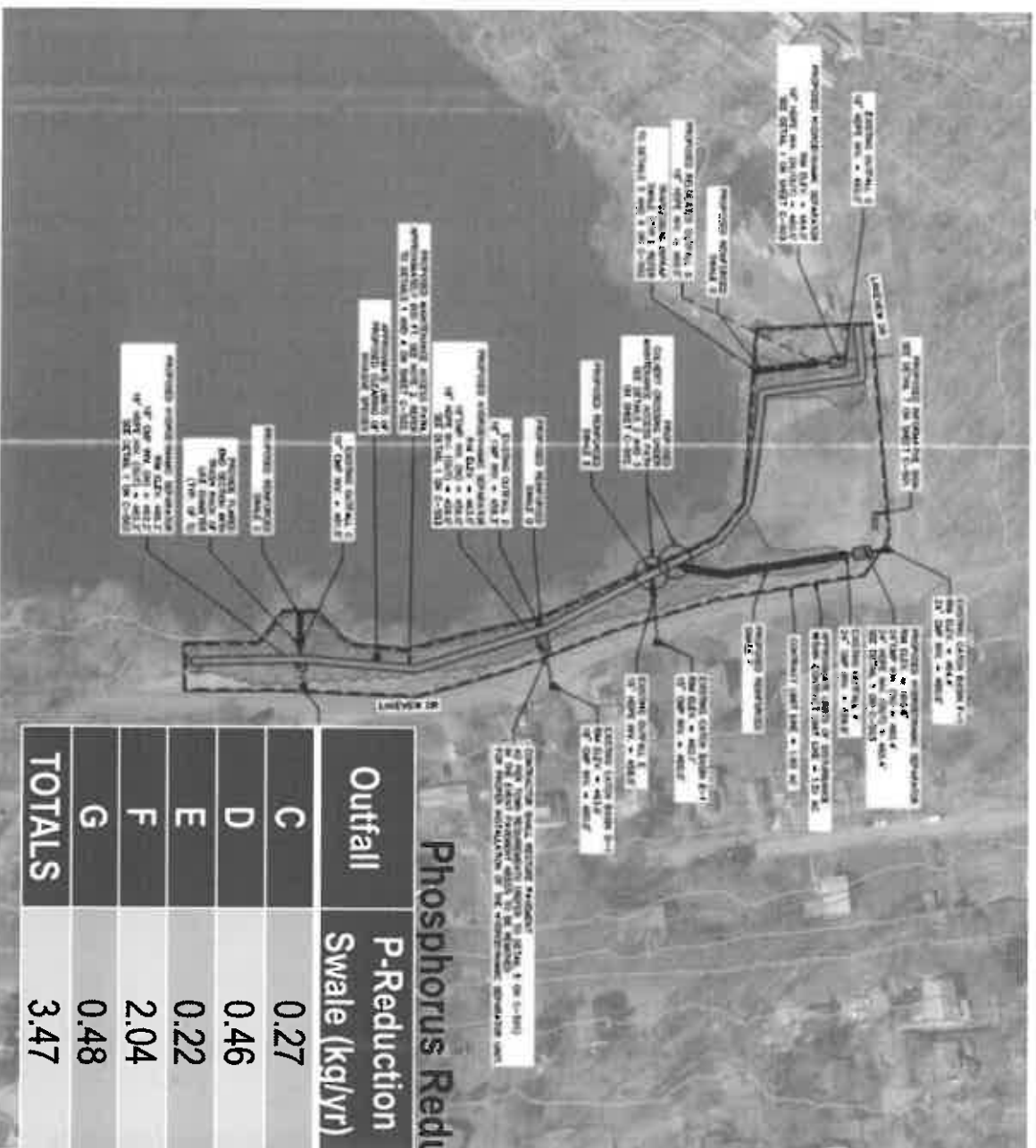


Workplan

- Installation of Hydrodynamic separators (4 total)
- Reinforcement of existing eroded swales (5 total)
- Limited clearing of invasive species
- Installation of maintenance access path
- Installation of informative signage
- Hydroseeding



Workplan



Phosphorus Reduction Summary

Outfall	P-Reduction Swale (kg/yr)	P-Reduction HDS (kg/yr)	Total (kg/yr)
C	0.27	0.28	0.55
D	0.46	1.86	2.32
E	0.22	0	0.22
F	2.04	1.83	3.87
G	0.48	1.34	1.82
TOTALS	3.47	5.31	8.78



Lake Shenorock Stormwater Retrofits

Bid Results, Funding and Cost

Funding

- NYSDEC Grant (75%)
- EOH Corporation Grant (25%)
- ✓ 100% Grant Funded (\$0 to Town of Somers)

Lake Shenorock Stormwater Retrofits Bid Results		
Contractor	Bid Value	
Legacy Supply, LLC	\$1,097,000	
Siteworks Contracting Corp	\$523,300	
R. Pagni & Sons, Inc.	\$521,600	
Nicky Diggs Excavating	\$442,511	

Lake Shenorock Stormwater Retrofits – Total Anticipated Project Cost

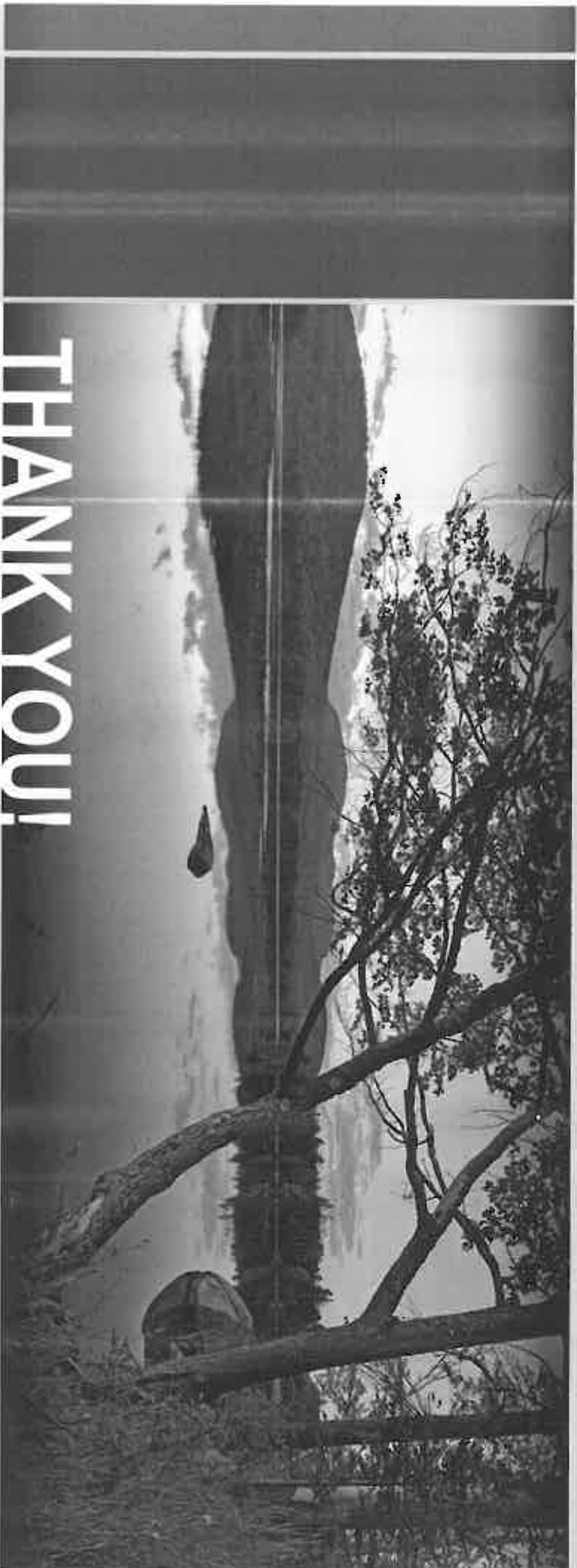
Item	Value	EOH (25%)	NYSDEC (75%)
Construction	\$442,511	--	--
Engineering	\$163,000	--	--
TOTAL	\$605,511	\$151,378*	\$454,133

* at \$17,241/Kg/year of P reduction for total of 8.78 Kg/year from proposed improvements

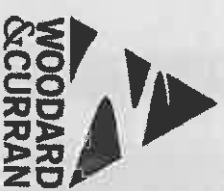


Project Schedule and Timeline

- 9/13/2018 Solicited bids
- 9/26/2018 Received bids
- 9/29/2018 Verified lowest bidder's qualifications
- 10/01/2018 Met with lowest bidder and identified him as a qualified bidder
- 10/12/2018 Confirm grant funds based on actual bid value (75%)
- 10/16/2018 Receive resolution from EOHHC Corp on funding commitment (25%)
- 10/17/2018 Issue the Notice of Award
- 10/26/2018 Award of the Contract
- 10/29/2018 Construction begins
- 12/14/2018 Substantial completion



THANK YOU!
QUESTIONS?

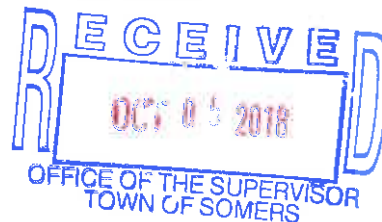


Sent to:
TB, TA, TC
10/9/18
KD

COMMITMENT & INTEGRITY
DRIVE RESULTS

709 Westchester Avenue | Suite L2
White Plains, New York 10604
www.woodardcurran.com

T 800.807.4080
T 914.448.2266
F 914.448.0147



1 **MEMORANDUM**

2 **TO:** Town of Somers Town Board
3 **CC:** Kim DeLucia, Confidential Secretary
4 **FROM:** Alvaro Alfonzo-Larrain on behalf of Joseph C. Barbagallo, P.E., BCEE
5 **DATE:** October 4, 2018
6 **RE:** Lake Shenorock Stormwater Retrofits
7 Contract Procurement and Additional Engineering Fees
8
9

10 Honorable Members of the Board,
11

12 The purpose of this memorandum is to request authorization for the Town Supervisor to (1) issue the notice
13 of intent to award the contract and to enter into an agreement with the successful bidder for the construction
14 of the Lake Shenorock Stormwater Retrofits project (the "Project"), and (2) to authorize additional scope of
15 work for Woodard & Curran. These actions are contingent upon:

- 16 a) Town's grant consultant, J.O'Connell, confirms that the project as bid, including softs costs, remains
17 eligible for use of grant funds (confirmation expected on or before 10/12/18),
18 b) The resolution from EOHWC committing to the required matching funds is received (resolution
19 expected on 10/16/18), and
20 c) Contractor meets the contract requirements prior to execution of the agreement.
21

22 Sealed bids for the Project were received on 9/26/2018. The table below provides a summary of the bid
23 results:

Lake Shenorock Stormwater Retrofits	
Bid Results	
Contractor	Bid Value
Legacy Supply, LLC	\$1,097,000
Siteworks Contracting Corp	\$523,300
R. Pugni & Sons, Inc.	\$521,600
Nicky Diggs Excavating	\$442,511

24
25
26
27
28
29
30 Nicky Diggs Excavating is the lowest bidder and has been identified as the successful bidder based on our
31 review of the contractor's qualifications, referrals checks, and a positive pre-award meeting on 10/1/2018.

32 As you already know, the Project is expected to be fully funded with grants from NYSDEC and EOHWC. At
33 this time, NYSDEC will fund 75% of the project, and we await the issuance of a resolution from EOHWC
34 supporting the reimbursement of the remaining 25% of the total cost. This resolution is expected to be
35 issued on 10/16/2018.

36 In addition, we would like to request approval for additional fees related to out-of-scope engineering and
37 construction administration services for the Project. A detailed engineering proposal describing the scope of
38 work and proposed fees for this effort is attached to this memorandum. These amounts are expected to be
39 reimbursable through the grant, and confirmation from the Town's grant consultant is expected on or before
40 10/12/2018.



1 To conclude, the table below provides a summary of the anticipated total cost, and the current status of the
2 various funding sources for the Project.

3

Item	Value	EOHWC (25%)	NYSDEC (75%) ⁴
Construction	\$442,511 ¹	--	--
Engineering	\$163,000 ²	--	--
TOTAL	\$605,511	\$151,378 ³	\$454,133 ⁴

¹ Based on lowest bid value submitted by successful bidder

² \$127,000 already approved, \$36,000 pending approval by Town Board

³ At \$17,241/Kg/year of P reduction, which is much less than typical unit costs of \$40,000/Kg/year of P reduction. EOHWC verbally agreed to fund the total amount, awaiting issuance of resolution on 10/16/18

⁴ Grant application approved for \$904,000 construction and \$ 226,000 engineering (\$1,13M total), so we do not anticipate any challenges with the grand funding coordination and coverage.

4 We anticipate construction to take 6 to 8 weeks and the Project to be substantially complete on or before
5 12/15/2018. We are asking the Town Board for these conditional authorizations, so the contract can be
6 awarded as soon as possible, and the target completion date can be met.

7

8

9 Sincerely,

10

11

12

13

14 Alvaro Alfonso-Larrain, P.E., M.Eng.

15 Assistant Consulting Town Engineer

On behalf of,

Joseph C. Barbagallo,
Consulting Town Engineer

Attachment(s):

- Lake Shenorock Stormwater Retrofits Project Proposal for Additional Out-of-Scope Engineering and Construction Administration Services dated 10/04/2018

Sent to:
IB, TA, TC
10/9/18
KD

**COMMITMENT & INTEGRITY
DRIVE RESULTS**

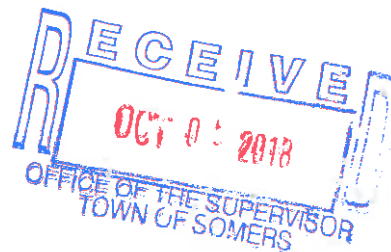
Woodard & Curran Engineering PA PC
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T 800.807.4080
T 914.448.2266
F 914.448.0147



October 4, 2018

Mr. Rick Morrissey
Town Supervisor
Town of Somers
335 Route 202
Somers, NY 10589



Re: Lake Shenorock Stormwater Retrofits Project
Proposal for Additional Out-of-Scope Engineering and Construction Administration Services

Dear Mr. Morrissey:

Thank you for the opportunity to present the Town of Somers (Town) with this proposal for additional engineering, construction inspection and administration services associated with the Lake Shenorock Stormwater Retrofits project.

Below is a summary of our proposed scope of work and engineering fee estimate for this effort.

SCOPE OF WORK

Phase 001 – Additional Out-of-Scope Engineering Services

Our initially authorized scope of work included engineering services related to the design of Stormwater Retrofit Practices (SRP) as identified in the New York Water Quality Improvement Program (WQIP) grant that was awarded to the Town. The basis of the grant was the installation of 2 dry swales and a hydrodynamic separator to collect and treat the stormwater draining into Lake Shenorock (Lake) at 5 stormwater outfalls located along the eastern side of the Lake. The authorized proposal included the following tasks:

1. Field investigation to identify the presence and depth to bedrock and groundwater;
2. SRP Feasibility Determination to identify the feasibility of the proposed dry swale SRP;
3. NYSDEC SPDES Permit preparation and submittal (Notice of Intent and Erosion & Sediment Control Plan);
4. Engineering Design and Preparation of Bid Documents; and
5. Bidding/Contractor Procurement.

After completing the field investigation and the SRP Feasibility Determination, Woodard & Curran determined that the proposed dry swale SRP was not feasible and an alternative SRP was pursued. In the interest of maximizing phosphorus reduction, Woodard & Curran proposed the use of Fabco StormBasin cartridges to be installed in catch basins located upstream of the Lake.

Woodard & Curran completed the required phosphorus reduction calculations and developed design documents and bid drawings for the alternative practice. However, NYSDEC later determined that the stormwater cartridges approach would not be eligible for grant funding despite being an approved SRP by the East of Hudson Watershed Corporation.



Generally, the following out-of-scope engineering work was completed for this project:

1. Performed site inspections to assess existing drainage infrastructure for cartridge installation;
2. Completed phosphorus removal calculations for the cartridges;
3. Attended meetings with Town Highway Supervisor and Town Engineer to discuss the proposed approach; and
4. Completed the design and developed plans for implementation of the proposed stormwater cartridges.

Phase 002 – Construction Administration Services

Woodard & Curran will provide the following professional engineering services during construction:

1. Attend construction progress meetings and prepare meeting minutes as requested by the Town.
2. Perform punctual construction inspections to ensure compliance with critical design items for the Town (i.e. design compliance, clearing limits, erosion controls, installation of hydrodynamic separators, etc.).
3. Complete NYSDEC required weekly Erosion & Sediment Control inspections and reports performed by a Qualified Inspector (as defined by NYSDEC), operating under the supervision of a NYS licensed professional engineer.
4. Review and response preparation of required contractor submittals including specified product and material shop drawings and cut sheets.
5. Review and response preparation of contractor Requests for Information (RFIs).
6. Review of payment applications and preparation of payment recommendation letters.
7. Monitor overall construction progress and schedule.
8. Provide weekly progress reports to the Town.
9. Project Close-Out consisting of the preparation of a final punch list determination of Substantial and Final Completion, and final site walk to confirm all punch list items have been successfully completed;
10. Establish a cloud-based folder system to serve as repository for site photos, progress reports, meeting minutes, construction drawings, and other project records.

Total Proposed Fee for Phase 001 and Phase 002: \$36,000 (lump sum)



Please note that our proposed fees are based on an anticipated construction duration of 8 weeks, at an average involvement of 10 hours per week. If additional effort is deemed necessary or required by the Town, then Woodard & Curran will advise the Town accordingly.

Please advise us if this proposal is acceptable by signing below. Upon receipt of written authorization, we will provide services in accordance with the previously agreed upon and executed Terms & Conditions.

Thank you for the opportunity to continue to support the Town with this project.

Sincerely,

WOODARD & CURRAN ENGINEERING P.A. P.C.

Joseph C. Barbagallo, PE, BCEE
Senior Principal

Town Authorization Date

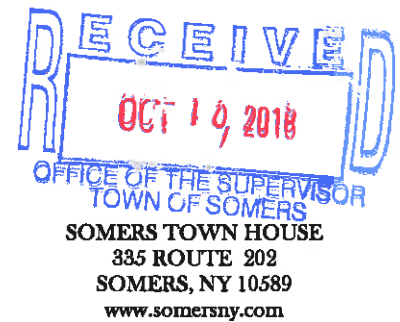
PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5366
Fax
(914) 277-4093

Town of Somers
WESTCHESTER COUNTY, N.Y.



Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syrette Dym, AICP
Director of Planning
sdym@somersny.com

MEMORANDUM

TO: Town Board

FROM: Syrette Dym, Director of Planning

DATE: October 9, 2018

RE: Determination of Lead Agency Under SEQRA for petition of 294 Route 100 LLC for Amendments to Town Zoning Ordinance and Subsequent Subdivision and Site Plan Approval for Adaptive Re-Use of a portion of the former IBM Corporation property as a Private, for profit day and boarding high school

DelBello Donnellan Weingarten Wise & Wiederkehr, LLP, attorneys for 294 Route 100 LLC, submitted a Petition dated October 5, 2018, received the same date, for amendments to the Town Zoning Ordinance to permit the adaptive re-use of a portion of the former IBM Corporation property at 294 NYS Route 100 as a private, for-profit day and boarding high school and to subsequently subdivide the property and process a site plan for the proposed school.

Should the Town Board determine to move ahead with this zoning amendment request, it should take the following actions:

- Declare its intent to be lead agency at its meeting of October 11, 2018
- Refer the proposed zoning amendments to the involved and interested agencies identified on the SEQR Distribution List that is part of the attached Lead Agency Form along with the EAF Part 1 and exhibits provided by the Applicant as part of their petition package.
- Wait 30 days to determine if there is any objection to the Town Board acting as lead agency, and if not, declare itself such at a meeting to be held sometime after November 10, 2018.

Once the Town Board is established as lead agency, it should identify the scope of the analysis it requires from the applicant as part of the SEQR process. The purpose would be to assess the potential impacts of the proposed action and subsequent re-use, whether those impacts will be significant enough to require the preparation of an environmental impact statement or can be identified and analyzed through an expanded EAF and report process, resulting in any required mitigation and a negative declaration.

Cc: Patricia Kalba
Roland Baroni
Joe Barbagallo
Michael Galante
Roxana Girand
Mark Weingarten
Peter Wise

TOWN BOARD: TOWN OF SOMERS
COUNTY OF WESTCHESTER: STATE OF NEW YORK

-----X
In the Matter of the Application of:

294 ROUTE 100 LLC,

PETITION

For amendments to the Zoning Ordinance of the Town of
Somers affecting the real property designated on the Town of
Somers Tax Map as Section 17.19, Block 1, Lot 1.

-----X

294 Route 100 LLC, a Delaware limited liability company ("**Petitioner**"), by DelBello
Donnellan Weingarten Wise & Wiederkehr, LLP, its attorneys, hereby petitions the Town Board
of the Town of Somers (the "**Town Board**") pursuant to New York Town Law Section 265, as
follows:

PETITIONER AND AFFECTED PROPERTY

1. Petitioner is the owner of the property in the Town of Somers (the "**Town**")
designated as Section 17.19, Block 1, Lot 1 on the Town of Somers Tax Map, which is located at
294 Route 100, and commonly known as the former "IBM property" (the "**Property**"). Petitioner
is headquartered in Mexico, with an address c/o Sebastian Capital, 417 Fifth Avenue, New York,
New York 10016.

2. The Property consists of approximately 723 acres, and is located in the Office
Building OB-100 District ("**OB-100 District**") of the Town. The Property was re-zoned to OB-
100 District in June, 1978. On June 29, 1984, the Town of Somers Planning Board (the
"**Planning Board**") granted site plan approval (the "**1984 Site Plan Approval**") for the
construction at the Property of four, 5-story office buildings, each having 216,000 square feet of
floor area, and a central services building having 312,000 square feet floor area, totaling

1,176,000 square feet of floor area (collectively, the “**Existing Buildings**”), all designed by renowned architect I.M. Pei, and all of which today remain in essentially the same physical form as first approved by the Planning Board and constructed.

3. The 1984 Site Plan Approval acknowledges that a total of 3,360 on-site parking spaces were required to be provided for the Existing Buildings under the applicable regulations of the Zoning Ordinance of the Town of Somers (the “**Zoning Ordinance**”) then in effect, but permitted only 2,639 parking spaces to be constructed, based on the then projected population of the Existing Buildings by employees of IBM Corporation. The 1984 Site Plan Approval also waived improvement of 85 of the 2,639 parking spaces (the “**Waived Spaces**”), bringing the total number required to be provided to 2,554 spaces.

4. Between 1984 and today, the Planning Board granted a number of additional approvals for the use of the Property. On June 29, 1984, the Planning Board granted special exception use approval for operation of a helistop.¹ On June 27, 1990, the Planning Board granted amended site plan approval for construction of: (i) a salt storage shed; and (ii) a gate house for the Route 100 access drive, the principal access to the site. In August, 1996, the Planning Board waived site plan approval to permit the 85 Waived Spaces to be improved. On May 26, 1999, the Planning Board granted amended site plan approval, a wetlands permit, and a steep slope permit (the “**1999 Site Plan Approval**”) for the addition of a net total of 553 new parking spaces (by creation of 665 new spaces, and elimination of 112 existing spaces) to accommodate the projected increase in on-site IBM Corporation employees from 2,700 to approximately 3,500. Based on the 1999 Site Plan Approval, 3,360 parking spaces were required

¹The approval was amended in November, 1988, to activate the helistop operation.

to be provided for the Existing Buildings, of which improvement of 168 spaces was waived, making 3,192 spaces the total number required today for the Existing Buildings.

5. There have been other minor amendments to the approvals, mostly with respect to on-site infrastructure improvements and off-site traffic improvements, all of which have been completed,² but also regarding the collaborative attempt by IBM Corporation and the Town to implement the so-called “Alternate A Access” from the intersection of Plum Brook Road and Route 138, over lands owned by the City of New York and then owned by Guerlain, Inc., which was unsuccessful.

6. The Existing Buildings, existing parking lots, existing private wastewater treatment plant (that currently services only the Existing Buildings), and existing helistop at the Property are generally shown on the plan prepared by Insite Engineering, Surveying and Landscape Architecture, P.C. (“Insite”) and dated October 4, 2018, attached as Exhibit 1 to this Petition.

PETITIONER’S PROPOSED PROJECT

7. Petitioner proposes to adaptively re-use the Existing Buildings, and construct certain additional facilities, for use as a world-class, private, for-profit science, technology, engineering, arts/design and mathematics academy, for grades 9 through 12 (the “Academy”),³ with a curriculum that will enable students to engage in emerging real-world academic innovation, creative problem-solving, and collaborative entrepreneurship. The academic programming will be aligned with emerging career fields and relevant college degrees such as

² In November, 2016, the Town released the last bond it had been holding, which had been delivered to secure improvements to Interstate 684 that were later determined not to be needed and not approved by New York State Department of Transportation.

³ The formal name of the Academy has not yet been decided.

bioscience/biotechnology, biomechanical engineering/physics, computer science/information technology, artificial intelligence, robotics, aerospace studies, and nano-science and manufacturing technology. The Academy is expected to be both a boarding and day school, with a maximum enrollment of 1,800 students, and with approximately 100 teachers, 25 administrators and 110 support staff. Eighty-five percent (85%) of the students are expected to board on campus. The Academy is projected to begin operation in Fall, 2020, initially with students in grades 9 and 10.

8. The interiors of the Existing Buildings are proposed to be renovated and reconfigured for use as classroom and ancillary educational and support spaces, and as dormitories for boarding students. The exteriors of the Existing Buildings will be preserved.

9. In furtherance the educational re-use of the Property, Petitioner also proposes to construct certain additional facilities customarily accessory to boarding and day schools. Although the precise scope of the facilities has not yet been determined, it is anticipated that they will include a residence for the director of the Academy, an arts center, an athletic center, athletic fields/courts (for baseball, softball, soccer, track, tennis and basketball), and jogging and hiking trails. The new facilities – including athletic fields - are expected to be constructed primarily in areas currently used for parking, resulting in a decrease in the number of on-site parking spaces to approximately 500, and a corresponding decrease in impervious surface cover at the Property. The details of the proposed new facilities will be presented to the Town in the near future.

10. A combined conceptual layout plan of the Academy and plan for subdivision of the Property prepared by Insite and dated October 4, 2018, is attached as Exhibit 2 to this

Petition. As shown on Exhibit 2, the Property is proposed to be subdivided into three (3) lots⁴: one lot of approximately 234 acres, fronting on and directly accessed from NYS Route 100, for the Academy (the “**Academy Lot**”); one lot (the “**Development Lot**”) having approximately 453 acres, fronting on both NYS Route 100 and NYS Route 138, for potential future development in accordance with the regulations of the OB-100 District, as may be amended from time to time; and one lot of approximately 36 acres, for the existing wastewater treatment plant at the Property, which would serve the Academy and potentially other development at the Property (and continue to be accessed from the NYS Route 100 driveway on the **Academy Lot**). The Academy Lot would be benefitted by easements for secondary, emergency access on and over the existing private driveways located on the Development Lot, which intersect with NYS Route 116 and NYS Route 138. Petitioner does not currently have any plans for development of the Development Lot.⁵

PETITIONER’S PROPOSED AMENDMENTS TO THE ZONING ORDINANCE

11. The Academy (i.e., a private, for-profit boarding and day school for grades 9 through 12) is not currently a permitted use in the OB-100 District. To accommodate the use, Petitioner proposes that the Zoning Ordinance be amended to make “private, for-profit institution of secondary learning” a special exception use in the OB-100 District, subject to certain express special standards and requirements.

⁴ A proposed preliminary plat will in due course be submitted to the Planning Board in conjunction with a corresponding application for site plan approval of the Academy. Further subdivision of the Development Lots may be requested in the future to accommodate proposed office building and/or single-family residential development as permitted by Section 170-26 of the Zoning Ordinance.

⁵ The Development Lot could be developed for the principal uses currently permitted in the OB-100 District: “office buildings for business and professional use”; or single-family homes and other uses permitted in the R-80 District, in accordance with the regulations of that district.

12. More specifically, Petitioner proposes the following amendments to the Zoning Ordinance (the “**Zoning Amendments**”): (i) amendment to Section 170-26 of the Zoning Ordinance to permit in the OB-100 District single-family residences in accordance with the lot and dimensional requirements of the Residence R-80 District; (ii) amendment to Section 170-27 of the Zoning Ordinance to (x) specify the permitted accessory uses to single-family residences in the OB-100 District, and (y) make the permitted accessory uses to office buildings in the OB-100 District also permitted accessory uses to the special exception use permitted in the OB-100 District; and (iii) addition to the Zoning Ordinance of new Sections 170-29a and 170-92a of the Zoning Ordinance, making “private, for-profit institution of secondary learning” a special exception use in the OB-100 District, subject to the standards and requirements expressly set forth in Section 170-92a. The Zoning Amendments are in Exhibit 3 attached to this Petition, showing proposed additions and deletions to current provisions of the Zoning Ordinance.

13. Petitioner respectfully submits that the proposed Academy is an appropriate use of the Property the benefits of which to the Town and community will far outweigh any potential impacts, and that the proposed Zoning Amendments are appropriately and narrowly tailored to accommodate the use.

[Nothing further on this page.]

WHEREFORE, Petitioner respectfully requests that the Town Board grant this Petition and adopt the Zoning Amendments.

Dated: October 4, 2018

Respectfully submitted,
DELBELLO DONNELLAN WEINGARTEN
WISE & WIEDERKEHR, LLP
Mark P. Weingarten
Peter J. Wise
Attorneys for Petitioner
One North Lexington Avenue
White Plains, New York 10601
(914) 681-0200

EXHIBIT 1

The Existing Buildings

204

EXHIBIT 2

The Conceptual Layout/Subdivision Plan

EXHIBIT 3

The Proposed Zoning Amendments

(Text in strikethrough deleted; underlined text added.)

Section 170-26 Principal Uses.

In an Office Business OB-100 District, no building, structure or premises, in whole or in part, shall be used and no building or structure, in whole or in part, shall be erected, enlarged, structurally altered or moved except for the following purposes or as herein elsewhere specifically provided, together with the accessory uses specified in § 170-27:

- A. One-family detached dwellings and the raising of fruit and garden crops primarily for the use of the lawful occupants thereof ~~Any use permitted in~~ in accordance with the lot and dimensional requirements of the Residence R80 District and subject to the limitations therein set forth.
- B. Office buildings for business and professional use, including administrative, executive, engineering, accounting, scientific, research and development, educational, statistical and financial purposes, provided that such principal use involves no machinery or process which emits dust, smoke, odor, fumes, noise or vibration or causes other nuisance, except for sign applications not part of a larger site plan amendment or modification, are subject to site plan approval by the Planning Board, in accordance with § 170-114 of this chapter.

Section 170-27. Accessory uses.

No accessory uses shall be permitted in an Office Business OB-100 District other than the following:

- A. Uses customarily accessory to a single-family dwelling as specified in § 170-11(B(1) through B(9) of this chapter ~~Any accessory use as permitted in a Residence R80 District~~ and subject to the limitations therein set forth.
- B. Buildings and uses immediately and exclusively accessory to a principal office or special exception use, including the following:
 - (1) Clinics, cafeterias, banks, post offices, limited retail trade and service uses and recreation facilities, provided that all such accessory uses are designed and intended for the comfort, convenience and use of the occupants, employees and business visitors of the principal office use.
 - (2) Management training facilities, including dormitory accommodations for students.
 - (3) Facilities for the temporary accommodation of employees, visitors and guests of the principal office use.
 - (4) Living quarters for custodians or caretakers of the on-site facilities.

- (5) Off-street parking and off-street loading space as required in Article X. Such space may be located either in surface parking lots or in parking garages.
- (6) Storage and maintenance facilities.
- (7) Central heating and power plants and other customary accessory utility services and facilities.
- (8) Bus stops, including passenger shelters.
- (9) Gatehouses and similar minor accessory structures.
- (10) Signs, subject to the limitations in § **170-126** herein and in accordance with the provisions and procedures of Chapter **6** and as depicted on an approved site plan.
- (11) Necessary exterior lighting.

Section 170-27a. Special exception uses.

In an Office Business OB-100 District, special exception uses shall be permitted only as specified in Article XV, subject to the limitations therein set forth.

Section 170-92a. Private, for-profit institution of secondary learning.

On a lot of 200 acres or more, a special exception use permit may be granted, after a public hearing, by the Town Board, for a private, for-profit institution of secondary learning with classroom, service and administration buildings, dormitories for students, living quarters for custodians or caretakers of the on-site facilities, art center, head of school residence, and customary indoor and outdoor recreation and athletic facilities, such as playfields, gymnasiums and fieldhouses, provided that:

- A. No building, structure or recreation area shall be nearer to any property line or street line than 100 feet.
- B. Recreation facilities shall be operated as an adjunct to such institution and shall not be leased or otherwise utilized by others for gain except for use by the Town of Somers or the Somers Central School District.
- C. The lot on which the institution is located shall have frontage on and direct access from a State road.
- D. The institution shall be served by water and sewer systems, including an on-site wastewater treatment facility, heating and power and other customary accessory utility services and facilities. A wastewater treatment plant may be located on a separate lot that does not meet the dimensional standards and requirements in § **170-28** and does not have frontage on a street.
- E. Gatehouses and similar minor accessory structures shall be permitted.
- F. Signs, including one freestanding identification sign not exceeding 100 square feet in area, may be erected at each entrance drive to the use, in addition to direction signs which may be located in and around parking areas, internal roads, pedestrian ways, and on buildings, and identification signs on buildings provided that such identification signs are shown on a site plan approved by the Planning Board. All such

signs may be illuminated, but shall not be internally illuminated or illuminated by flashing or intermittent lights, and no red, green, orange or yellow lights which, by reason of their location, might be confused with traffic lights and no fluttering or revolving devices, banners or yard signs shall be permitted.

G. The maximum permitted building height for principal buildings shall be four stories but not over 55 feet, except as provided in § 170-47, and the maximum permitted building height for accessory structures shall be two stories but not over 30 feet.

H. On-site parking shall be provided as follows:

Student: 1 space per 12 resident students; plus 1 space per 4 day students.

Employees/Faculty: 1 space per employee; 1 space per faculty member.

Visitor: 1 space per 25 students.

I. Maximum Floor Area Ratio (FAR) shall be [] for all uses.

J. The maximum percent of a lot to be occupied by principal buildings shall be [%] and by accessory buildings, [%].

NOTICE OF SEQR ACTIONS –Application and Petition for Construction of a Private, For-Profit Institution of Secondary Learning on the Former IBM Site Including Text Amendments to Article VII. Office Business OB-100 District and Article XV. Special Exception Uses in Office Business OB-100 Districts of the Code of the Town of Somers, and Subdivision and Site Plan Approval

Notice of Intent to Act as Lead Agency

Issued by Town of Somers Town Board
Westchester County, New York

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act (SEQRA)) of the New York State *Environmental Conservation Law* and Chapter 92 (Environmental Quality Review) of the *Code of the Town of Somers, New York*.

The Town Board of the Town of Somers, Westchester County, declares its intent to act as lead agency as part of a coordinated review for Application and Petition for Construction of a Private, For-Profit Institution of Secondary Learning on the Former IBM Site Including Text Amendments to Article VIII. Office Business OB-100 District and Article XV. Special Exception Uses in Office Business OB-100 Districts of the Code of the Town of Somers, and Subdivision and Site Plan Approval.

The Somers Town Board at its meeting of October 11, 2018 declared its intent to be Lead Agency with regard to this Proposed Action under the procedures and requirements of SEQRA and Chapter 92 of the Somers Town Code as part of a coordinated review.

The Proposed Action is an Unlisted Action under SEQRA as per Chapter 92 of the *Code of the Town of Somers* in conjunction with Article 24 of the NYS *Environmental Conservation Law*.

PROPOSED LEAD AGENCY: Town Board, Town of Somers
Somers Town House
335 Route 202
Somers, New York 10589

TITLE OF ACTION: Application and Petition for Construction of a Private, For-Profit Institution of Secondary Learning on the Former IBM Site Including Text Amendments to Article VIII. Office Business OB-100 District and Article XV. Special Exception Uses in Office Business OB-100 Districts of the Code of the Town of Somers, and Subdivision and Site Plan Approval.

DESCRIPTION OF ACTION: The action involves text amendment to Article VIII. Office Business OB-100 District and Article XV. Special Exception Uses in Office Business OB-100 Districts to facilitate the development of a private, for-profit institution of secondary learning on the 723± acre former IBM site located at 294 Route 100 (Tax Lot 17.19-1-1) now owned by 294 Route 100 LLC.

The Text Amendments to Article VIII. Office Business OB-100 Districts would impact all parcels within the OB-100 district which is currently mapped only on this 723± acre site. The main modification is the elimination of certain principal uses permitted in the R-80 district which are currently permitted in an OB-100 District. The modifications to Article XV. Special Exception Uses in Office Business OB-100 District are the addition of text that permits Private, for-profit institutions of secondary learning and the uses and regulations that govern such use.

Subdivision approval is sought because the Applicant intends to use that part of the 723± acre site that was formerly built-up with IBM uses and intends to subdivide the remaining parcel into two other lots that would be available for later, currently unknown, uses in accordance with the regulations and restrictions of the OB-100 District, as modified, for a total three lot subdivision. The existing sewage treatment plant would be subdivided to exist on its own lot, separate from the proposed school and other lots to be created.

Site Plan Approval is being sought for re-use and renovation of the former IBM buildings and associated on-site facilities as a private, for-profit institution of secondary learning that will accommodate up to 1,800 students, 85 percent of whom will be on-campus boarders and 15 percent of whom are anticipated to be commuter students. The school intends to specialize in STEM (Science, Technology, Engineering and Mathematics) and Art & Design. The existing building exteriors will not be disturbed and interiors will be renovated as classroom, laboratory and studio space and dormitories. New construction will consist of a residence for the Head of School, a new arts center, new athletic center, dormitories, and athletic fields. Due to construction on areas where existing parking fields will be removed, the Applicant has indicated they do not intend to create new site disturbance.

The proposed school expects that it will take three years for it to reach peak student enrollment of 1,800 students, with 750 students anticipated in 2020, 1,300 in 2021 and 1,500 to 1,800 in 2022. There are anticipated to be 102 teachers, 23 administrators and 110 support staff, for a total of 235 employees at full capacity.

LOCATION: 294 Route 100 (Tax Lot 17.19-1-1) Town of Somers, Westchester County, New York

SUPPLEMENTAL INFORMATION: A Long Form (EAF) has been prepared for the Proposed Action. This form is being distributed to Involved and Interested Agencies (see list below), and this information is also available for review in the Town Clerk and Planning and Engineering offices at the Town House and on the Town's web site.

Contact: Syrette Dym, AICP, Director of Planning
335 Route 202
Somers, New York 10589

Telephone: 914-277-5366

Date of this Notice: October 11, 2018

SEQR DISTRIBUTION LIST – Application and Petition for Construction of a Private, For-Profit Institution of Secondary Learning on the Former IBM Site Including Text Amendments to Article VIII. Office Business OB-100 District and Article XV. Special Exception Uses in Office Business OB-100 Districts of the Code of the Town of Somers, and Subdivision and Site Plan Approval.

Involved Agencies:

Town Board (Lead Agency)
335 Route 202
Somers, New York 10589
Attn: Rick Morrissey, Supervisor

Town of Somers Planning Board
Somers Town House
335 Route 202
Somers, New York 10589
Attn: Syrette Dym, Director of Planning

Westchester County Department of Health
25 Moore Avenue
Mt. Kisco, New York 10549
Attn: Frederick Beck

New York City Department of Environmental Protection 465
Columbus Avenue
Valhalla, New York 10595
Attn.: Cynthia Garcia

New York State Department of Environmental Conservation Division
of Environmental Permits--Region 3
21 South Putt Corners Road
New Paltz, New York 12561-1620
Attn.: John Petronella

New York State Department of Transportation Region 8
Office
4 Burnett Boulevard
Poughkeepsie, New York 12603
Attn.: Lance MacMillan, PE, Acting Regional Director

Interested Agencies

Town of Somers Open Space Committee
Somers Town House
335 Route 202
Somers, New York 10589

Somers Architectural Review Board
Somers Town House
335 Route 202
Somers, New York 10589

Town of Somers Town Clerk
Somers Town House
335 Route 202
Somers, New York 10589
Attn: Patricia Kalba, Town Clerk

Town of Somers Building Inspector
Somers Town House
335 Route 202
Somers, New York 10589

Somers Bureau of Fire Prevention
Somers Town House
335 Route 202
Somers, New York 10589

Somers Fire Department
P.O. Box 272
Somers NY 10589

Somers Police Department
Town House
335 Route 202
Somers, New York 10589

Somers Energy Environment Committee Somers
Town House
335 Route 202
Somers, New York 10589

Somers Highway Department
Town House
335 Route 202
Somers, New York 10589

New York State Police Department (Somers)
295 Route 100
Somers, NY 10589

Somers Central School District
250 Route 202
Somers, NY 10589
Attn: Ken Crowley

Westchester County Planning Board
432 Michaelian Office Building
White Plains, New York 10601
Attn: Norma Drummond, commissioner

NYS Office of Parks, Recreation and Historic Preservation-
Taconic Region - #7
P.O Box 308
9 Old Post Rod
Staatsburg, NY 12580

Other- Lead Agency Representatives

Syrette Dym, Director of Planning Somers
Town House
335 Route 202
Somers, New York 10589

Woodard & Curran Engineering P.A P.C. 709
Westchester Avenue Suite L2
White Plains, NY 10604

Attn: Joseph Barbagallo

Stephens, Baroni Reilly & Lewis LLP
175 Main Street
White Plains, NY 10601
Attn: Roland A. Baroni, Esq.

Joe Eriole, Esq.
P.O. Box 4031
Kingston, NY 12402

Other- Project Sponsor Representatives

Roxana Q. Girand, CEO
Sebastian Capital, Inc
417 Fifth Avenue
New York, NY 10016

DelBello Donellan Weingarten Wise & Wiederkehr, LLP One North
Lexington Avenue
White Plains, NY 10601
Attn: Peter Wise, Esq.

Kimley-Horn
1 North Lexington Avenue
Suite 1575 White Plains, NY 10601
Attn: Bonnie VonOhlsen

Insite Engineering
3 Garrett Place
Carmel, NY 10512
Attn: Rich Williams

PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5366
Fax
(914) 277-4093

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589
www.somersny.com

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syrette Dym, AICP
Director of Planning
sdym@somersny.com

October 11, 2018

Town of Somers Planning Board
Westchester County Department of Health
New York City Department of Environmental Protection
New York State Department of Environmental Conservation
New York State Department of Transportation

Re: Application and Petition for Construction of a Private, For-Profit Institution of Secondary Learning on the Former IBM Site Including Text Amendments to Article VIII. Office Business OB-100 District and Article XV. Special Exception Uses in Office Business OB-100 Districts of the Code of the Town of Somers, and Subdivision and Site Plan Approval.

The Somers Planning Board received an application and petition for a text amendment to Article VIII. Office Business OB-100 District and Article XV. Special Exception Uses in Office Business OB-100 Districts to facilitate the development of a private, for-profit institution of secondary learning on the 723± acre former IBM site located at 294 Route 100 (Tax Lot 17.19-1-1) now owned by 294 Route 100 LLC.

The Text Amendments to Article VIII. Office Business OB-100 Districts would impact all parcels within the OB-100 district which is currently mapped only on this 723± acre site. The main modification is the elimination of certain principal uses permitted in the R-80 district which are currently permitted in an OB-100 District. The modifications to Article XV. Special Exception Uses in Office Business OB-100 District are the addition of text that permits Private, for-profit institutions of secondary learning and the uses and regulations that govern such use.

Subdivision approval is sought because the Applicant intends to use that part of the 723± acre site that was formerly built-up with IBM uses and intends to subdivide two other lots that would be available for later, currently unknown, uses in accordance with the regulations and restrictions of the OB-100 District, as modified, for a total three lot subdivision. The existing sewage treatment plant would be subdivided to exist on its own lot, separate from the proposed school and other lot to be created.

Site Plan Approval is being sought for re-use and renovation of the former IBM buildings and associated on-site facilities as a private, for-profit institution of secondary learning that will accommodate up to 1,800 students, 85 percent of whom will be on-campus boarders and 15 percent of whom are anticipated to be commuter students. The existing building exteriors will not be disturbed and interiors will be renovated as classroom, laboratory and studio space and dormitories. New construction will consist of a

residence for the Head of School, a new arts center, new athletic center, dormitories, and athletic fields. Due to construction on areas where existing parking fields will be removed, the Applicant has indicated they do not intend to create new site disturbance.

The proposed school expects that it will take three years for it to reach peak student enrollment of 1,800 students, with 750 students anticipated in 2020, 1,300 in 2021 and 1,500 to 1,800 in 2022. There are anticipated to be 102 teachers, 23 administrators and 110 support staff, for a total of 235 employees at full capacity.

At its meeting of October 11, 2018, the Town of Somers Town Board voted to declare its intent to be Lead Agency for the Proposed Action under SEQR based on its review of a Long Form EAF.

We have attached a response form that assumes that your agency has no objection to the proposed Lead Agency Designation. We request you complete the form and return it as soon as possible. If we do not receive written notice from you within thirty (30) days of the mailing of this notice October 12, 2018, (i.e., November 12, 2018, first business day), the Somers Town Board will declare itself Lead Agency in this matter.

Sincerely,



Syrette Dym, AICP
Director of Planning

Attach. Notice of Intent to Be Lead Agency
 SEQR Distribution List
 Lead Agency Response Form
 Long Form EAF

**STATE ENVIRONMENTAL QUALITY REVIEW
LEAD AGENCY RESPONSE FORM**

Response Deadline: November 12, 2018

TO: Town of Somers – Town Board
Attn: Syrette Dym, AICP, Director of Planning
Town House
335 Route 202
Somers, New York 10589

RE: Establishment of Lead Agency – Application and Petition for Construction of a Private, For-Profit Institution of Secondary Learning on the Former IBM Site Including Text Amendments to Article VIII. Office Business OB-100 District and Article XV. Special Exception Uses in Office Business OB-100 Districts of the Code of the Town of Somers, and Subdivision and Site Plan Approval.

Please be advised that the _____,
(Name of Agency)

as an involved agency under SEQR concurs with the designation of the Somers Town

Board as Lead Agency for the above-captioned project.

Comments, if any, on approval(s) under our jurisdiction and/or issues to be examined as part of environmental review under SEQR:

Signature: _____ Date: _____

Print Name and Title: _____

Sent to:
TB, TA, TC
10/9/18
KD



PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589
www.somersny.com

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syrette Dym, AICP
Director of Planning
sdym@somersny.com

MEMORANDUM

TO: Town Board

FROM: Syrette Dym, Director of Planning

DATE: October 3, 2018

RE: Highway Garage Solar Panels Bid

Bids were opened today, October 3, 2108, for placement of Solar Panels on the Highway Garage Annex. Patricia Kalba, Town Clerk and Syrette Dym, Director of Planning were present.

One bid was received from Candela Systems Corp.in the amount of \$96,203.

I recommend that the Town Board authorize awarding of the bid and authorize the Supervisor to execute a contract with Candela Systems Corp.

Cc: Patricia Kalba
Roland Baroni

Z:\PE\General files\Grants\Solar Power\RFP-BID\Town Board Memorandum 10-03-18.docx

Bid Proposal

To: Town of Somers, Westchester County, New York

Bid Proposal Submitted by or on behalf of:

Candela Systems Corp. (Name)

1106 - CUDSAW MILL River Rd. (Address)

914 - 248 - 8900 (Telephone #)

1. The Bidder declares that the Bidder has carefully examined the Bid Documents including but not limited to the Specifications and any Plans relating to the above-entitled matter and the work, and have also examined the site of the work, hereby offer and agree to furnish all materials, to fully and faithfully construct, perform, install, test, operate, and execute all work in the above-entitled matter in accordance with the Bid Documents relating thereto, and to furnish all labor, tools, implements, models, forms, transportation and materials necessary and proper for the purpose and the price/prices as given in the Bid Proposal.
2. The Bidder declares that, if the contract is awarded to the Bidder, the Bidder will execute the contract therefore, pursuant to the Bid Documents, and will furnish all required bonds and insurance, within five (5) days after the award of the contract, and if the Bidder fails to execute said contract within said period of time, and furnish the required bonds and insurance, that the Town of Somers (Town) shall have the power to rescind said award and also that the said Town shall retain the proceeds of the check submitted as Bid security, or require payment under any Bid bond submitted. The Bidder declares and agrees that the Bidder will commence the work after the contract execution in accordance with the directions of the Town and will complete the work fully and in every respect on or before the time specified in said contract.
3. The Bidder agrees that the Town reserves the right to select any one, combination of, or all the Bid items in this Bid Proposal for the Bidder to complete, without affecting any of the Bid prices. If alternative contracts are set forth in the Bid Documents, the Bidder agrees that the Town reserves the right to select any one, or combination of, the Bid Proposals of the alternative that are in the best interest of the Town. It is understood that any estimated quantities are not guaranteed.
4. The Bidder agrees that this is a firm Bid Proposal and shall remain in effect for a period of at least forty five (45) days from the date of the opening of Bids, and that within said period of forty-five (45) days, the Town may accept or reject this proposal, or this period may be extended by mutual agreement.

**TOWN OF SOMERS
SOLAR PANELS FOR HIGHWAY GARAGE**

System Size: 30,660 DC WATTS

Materials:

Solar Panels/Inverter/Racking/Monitoring/BOS:

Total: \$ 50,610.⁰⁰

** Solar Panel size and type is located in Appendix A

Cost of Labor for:

- Solar Panel Installation

Total: \$ 36,052.⁰⁰

- Electrical Installation (upgrade needed) (yes ☐ no ☐)

Total: \$ 15,451.⁰⁰

Other:

- Provider Application to NYSERDA for rebates

Total: \$ 1,000.⁰⁰

- Engineering/Inspections

Total: \$ 4,887.⁰⁰

- Provider Administration Costs

Total: \$ 1,000.⁰⁰

Local Permits

- Building Department/Electrical Permit application and Filing

Total: \$ 600.⁰⁰

- Outside Electrical Inspector

Total: \$ 400.⁰⁰

Any Other Items – Potential Upgrades Needed:

1. Cost of Electrical Upgrade (if needed)

Total: \$ N/A - No Need

2. Rafter Reinforcement (Labors/Materials) (if needed)

Total: \$ 8,000.⁰⁰

3. Vent Relocation (if feasible):

Total: \$ N/A - Not Feasible

TOTAL BID FOR CONTRACT:

Total Cost:

\$ 110,600

NYSERDA Incentive:

\$ 13,797

Net Cost to be paid by Town of Somers:

\$ 96,203

\$96,203.⁰⁰

(written in numbers)

ninety six thousand two hundred three

(written in words)

Candela Systems Corporation (Legal Name of Bidder)

By: [Signature] (Authorized Signatory)

Type of entity: corporation, partnership, individual (circle one)

Non-Collusive Bidding Certification

Made pursuant to Section 103-d of the New York State General Municipal Law, as amended

- A. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and
 - (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the opening, directly or indirectly, to any other Bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.
- B. A Bid shall not be considered for award nor shall any award be made where Sections A (1), (2) and (3) above have not been complied with, provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement that sets forth in detail the reasons therefore. Where Sections A (1), (2) and (3) above have not complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being Bid, does not constitute, without more, a disclosure within the meaning of Section A (1).

Candela Systems Corporation

Legal Name of Person, Firm or Corporation

168 ELD SAW MILL River Rd.

Hawthorne, NEW YORK

10632

Address of Person, Firm or Corporation

Signature: 

Print Name & Title: JAMES S Bernarde

Dated: 10/03/18

Certificate of Surety

(To be submitted if a bank check is submitted as Bid security)

The undersigned hereby certify that they are the duly authorized agents of

Endurance American Insurance ^{Company} (Name of Surety)

duly authorized to do business in the State of New York, and agree to furnish to

Candle Systems Corporation (Name of Bidder)

the bond or bonds required by the Bid Documents for this contract if awarded to the Bidder. The

maximum amount that Surety will be surety for on each bond is:

570

Endurance American Insurance ^{Company} Surety Company

By: _____

(Legibly print name and title below line)

Bid Bond**(To be submitted if a bank check is not submitted as Bid security)**

KNOW ALL MEN BY THESE PRESENTS, that
 we _____,

hereinafter called the Principal, as Principal, and
 the _____,

of _____, a corporation duly organized
 under the Laws of _____, hereinafter called the Surety, as Surety,
 are held and firmly bound unto

hereinafter called the Obligee in the sum
 of _____

Dollars (\$ _____), for the payment of which sum well and truly to be made, the said
 Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and
 assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has submitted a Bid To provide and install Solar Panels at the
 Somers Highway Garage, 250 Route 100, Somers, New York. (Specifications attached Appendix
 A) as further detailed herein

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal
 shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such
 insurance and such bond or bonds as may be specified in the Bidding or Contract Documents with
 good and sufficient surety for the faithful performance of such Contract and for the prompt payment
 of labor and material furnished in the prosecution thereof or in the event of the failure of the
 Principal to enter such contract and give such insurance and such bond or bonds, the Principal shall
 pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in
 said Bid and such larger amount for which the Obligee may in good faith contract with another
 party to perform the work covered by said Bid, then this obligation shall be null and void, otherwise
 to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 2018.

In the presence of: (_____) (Seal)

PRINCIPAL _____ WITNESS _____

TITLE _____ (Seal)

SURETY _____ WITNESS _____

TITLE _____

Statement of Qualifications

1. The following is a list of places where the Bidder has performed work of similar character and magnitude, together with references:

Description of Work	Cost	Name and Phone of
<u>Location & Date of Completion</u>	<u>2016 (Approximate)</u>	<u>Engineer or Owner</u>
a. GREENBURGH TOWN HALL	\$227,984	VICTOR CAROSI 914-989-1700
b. WESTCHESTER DAY SCHOOL 2016	\$44,162	DAVID BIEBER 917-596-5445
c. WHITE PLAINS PRESBYTERIAN CHURCH 2017	\$130,772	PASTOR JEFF GUTY 914-761-8585
d. TARRYTOWN MUSIC HALL 2015	\$71,095.50	MIKE SMITH 914-320-0265
e. PROSPERO WINERY (IN PROGRESS)	\$448,718	MELISSA PROSPERO 914-769-6870

2. The full names and places of residences of all officers and principals in the bidding entity of the foregoing proposal are as follows:

Name	Address
<u>JAMES S. Bernerda</u>	<u>168 OLD SAUXMILL River Rd,</u>
Name	Address
	<u>Hawthorne, New York 10532</u>
Name	Address

3. A minimum of three (3) references including contact name and phone number must be submitted with the Bid.

SEE ABOVE

Performance and Payment Bond

KNOW ALL MEN BY THESE PRESENTS, that we

(hereinafter called the "Principal"), and the _____ a Corporation created and existing under the laws of the State of _____ and having its principal office at _____ (hereinafter called the "Surety"), are held and firmly bound unto the Town of Somers (hereinafter called the "Obligee") in the penal sum of \$ _____ lawful money of the United States of America, for the payment of which, well and truly to be made, the said Principal binds itself, (himself, herself, themselves) and its (his, her, their) successors and assigns, and the said Surety binds itself and its successors and assigns, all jointly and severally, firmly by these presents. Said penal sum shall apply separately and independently, in its total amount, to the payment provision and the performance provision of this Bond.

Signed, sealed and dated this _____ day of _____, 2018.

WHEREAS, said Principal has entered into a certain written contract with said Obligee To provide and install Solar Panels at the Somers Highway Garage, 250 Route 100, Somers, New York. (Specifications attached Appendix A) as further detailed herein and hereby made a part of this Bond as if herein set forth in full.

NOW THEREFORE, the conditions of the above Obligations are such that, if the said Principal, and its (his, her, their) successors or assigns, or any or either of them shall,

(1) well and truly and in good, sufficient and workmanlike manner, perform or cause to be performed such Contract, and any amendment or extension of or addition thereto, and each and every of the covenants, promises, agreements and provisions therein stipulated and contained to be performed by said Principal, and complete the same within the period therein mentioned, and in each and every respect, comply with the conditions therein mentioned to be complied with by said Principal, and fully indemnify and save harmless the Obligee from all costs and damages which it may suffer by reason of failure so to do and fully reimburse and repay the Obligee all outlay and expense which it may incur in making good any such default; and

(2) also pay or cause to be paid the wages and compensation for labor performed and services rendered of all persons engaged in the prosecution of the work provided for therein, whether such persons by agents, servants or employees of the Principal, and of its (his, her, their) successors or assigns, or any Subcontractor or of any assignee thereof, including all persons so engaged who perform the work of laborers or of mechanics regardless of any contractual relationship between the Principal, or its (his, her, their) successors or assigns, or any Subcontractor or any designee thereof, and such laborers or mechanics, but not including office employees not regularly stationed at the site of the work, and further, shall pay or cause to be paid all lawful claims of Subcontractors and of material men and other third persons out of or in connection with said Contract and the work, labor, services, supplies and material furnished in and about the performance and completion thereof, then these obligations shall be null and void, otherwise they shall remain in full force and effect.

PROVIDED, however, that this bond is subject to the following additional conditions and limitations:

- (a) All persons who have performed labor or rendered services, as aforesaid, all Subcontractors and all persons, firms, corporations, including material men and

Bid Bond

(To be submitted if a bank check is not submitted as Bid security)

KNOW ALL MEN BY THESE PRESENTS, that
we Candela Systems Corporation,

hereinafter called the Principal, as Principal, and
the Endurance American Insurance Company,

of 240 Cedar Knolls Rd., Suite #404, Cedar Knolls, NJ 07927, a corporation duly organized
under the Laws of Delaware, hereinafter called the Surety, as Surety,
are held and firmly bound unto
Town of Somers Westchester County, New York

hereinafter called the Obligor in the sum
of Five Percent of the Amount Bid

Dollars (\$ -5%-), for the payment of which sum well and truly to be made, the said
Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has submitted a Bid To provide and install Solar Panels at the
Somers Highway Garage, 250 Route 100, Somers, New York. (Specifications attached Appendix
A) as further detailed herein

NOW, THEREFORE, if the Obligor shall accept the Bid of the Principal and the Principal
shall enter into a Contract with the Obligor in accordance with the terms of such Bid, and give such
insurance and such bond or bonds as may be specified in the Bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the prompt payment
of labor and material furnished in the prosecution thereof or in the event of the failure of the
Principal to enter such contract and give such insurance and such bond or bonds, the Principal shall
pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in
said Bid and such larger amount for which the Obligor may in good faith contract with another
party to perform the work covered by said Bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

SIGNED AND SEALED this 3rd day of October, 2018.

~~to the principal of (xx) (Seal)~~

PRINCIPAL Candela Systems Corporation

WITNESS

Esther Parg

TITLE

James S. Bernardo, President

(Seal)

SURETY Endurance American Insurance Company WITNESS

Liz Clifton

Liz Clifton, Witness-to-Surety

TITLE

Anthony Basciano, Attorney-in-Fact

SIGN
HERE

Endurance American Insurance Company

STATE OF NEW JERSEY

COUNTY OF MORRIS

On this 3rd day of October, 2018 before me, a Notary Public within and for said County and State, personally appeared Anthony Basclano to me personally known, who being duly sworn, upon oath, did say that he is the Attorney-in-fact of and for the Endurance American Insurance Company a corporation created, organized and existing under and by the virtue of the laws of the State of Delaware that the Corporate seal affixed to the foregoing instrument is the seal of said Corporation; that the seal was affixed; and the said Anthony Basclano did acknowledge that he executed the said instrument as the free act and deed of said Corporation.

Nicole J. Broderick

Notary Public

Nicole T. Broderick
Notary Public of New Jersey

My commission expires
February 9, 2020

CORPORATE ACKNOWLEDGEMENT

STATE OF New York
COUNTY OF Westchester

On this 3rd day of October 20 18 before me, a Notary Public within and for said County and State, personally appeared James S. Bernardo to me personally known, who being duly sworn, upon oath, did say that he/she is the President of and for the Candela Systems Corporation, a corporation created, organized and existing under and by the virtue of the laws of the State of New York that the Corporate seal affixed to the foregoing instrument is the seal of said Corporation; that the seal was affixed; and the said James S. Bernardo did acknowledge that he/she executed the said instrument as the free act and deed of said Corporation.

Esther Perez
Notary Public

ESTHER PEREZ
Notary Public - State of New York
No. 01PE8229688
Qualified in Westchester County
My Commission Expires December 30, 2018

ENDURANCE AMERICAN INSURANCE COMPANY

200

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware corporation (the "Corporation"), with offices at 1221 Avenue of the Americas, 18th Floor, New York, NY 10020, has made, consulted and appointed and by these presents, does make, constitute and appoint Kenneth H. Fuirst, Jason Chausser Schildano, Anthony Basciano and Marc Spar its true and lawful Attorney(s)-in-fact, at Tarrytown in the State of NY and each of them to have full power to act without the other or others, to make, execute, seal and deliver on its behalf bonds, undertakings or obligations in surety or co-surety with others, also to execute and deliver on its behalf renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment, making, and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, and said resolutions are hereby certified under the heading entitled "Certificate".

This Power of Attorney is hereby certified by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011 and said resolution has not since been revoked, amended or modified:

RESOLVED, that the foregoing powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, the signatures of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and the power of attorney, or certificate relating thereto, shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking in which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 3rd day of July, 2018 at New York, New York.

(Corporate Seal)
ATTEST

RICHARD M. APPEL, SENIOR VICE PRESIDENT

ENDURANCE AMERICAN INSURANCE COMPANY

By

BRIAN BEGGS, EXECUTIVE VICE PRESIDENT

STATE OF NEW YORK
COUNTY OF WESTCHESTER

ss: MANHATTAN

On the 3rd day of July, 2018 before me personally came BRIAN BEGGS to me known, who being by me duly sworn, did depose and say that (s)he resides in NEW YORK, NEW YORK that (s)he is a EXECUTIVE VICE PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that (s)he knows the Seal of the Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed (s)her name thereto by like order.

(Notary Seal)

Nicholas James Bonnell, Notary Public - My Commission Expires 12/6/2019

STATE OF NEW YORK
COUNTY OF NEW YORK

ss: MANHATTAN

CERTIFICATE

I, CHRISTOPHER SPARRO, the PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on 21st day of July, 2011 and said resolutions have not since been revoked, amended or modified:

RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others and to execute and deliver for and on behalf of the Corporation renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations:

RICHARD M. APPEL, BRIAN BEGGS

And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety with others on behalf of the Corporation.

I, The undersigned further certify that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 3rd day of October, 2018.

(Corporate Seal)

CHRISTOPHER SPARRO, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submitter: suretyclaims@sempo-intl.com
Surety Claims Hotline: 877-678-7676

Mailing Address: Surety Claims Department, Sempco International, 1221 Avenue of the Americas, 18th Floor, New York, NY 10020

ENDURANCE AMERICAN INSURANCE COMPANY

Balance Sheet - Statutory - Basis

December 31, 2017

Assets:

Bonds	\$	601,719,312
Common stocks		99,974,008
Cash and cash equivalents		133,095,702
Receivable for securities		64,261
Total cash and invested assets		<u>834,853,283</u>

Agents' balances or uncollected premiums		709,226,678
Reinsurance recoverable on loss and loss adjustment expense payments		219,555,465
Investment income due and accrued		2,903,707
Receivables from parent, subsidiaries and affiliates		28,130,227
Total admitted assets	\$	<u>1,794,669,360</u>

Liabilities:

Loss and loss adjustment expenses	\$	320,042,812
Reinsurance payable on paid loss and loss adjustment expenses		200,011,222
Unearned premiums		108,803,619
Ceded reinsurance premiums payable		527,443,861
Current federal and foreign income taxes		260,997
Funds held by company under reinsurance treaties		62,142,908
Provision for reinsurance		45,928,000
Payable to parent, subsidiaries and affiliates		27,562,696
Payable for securities		44,034,565
Other liabilities		31,551,506
Total liabilities		<u>1,367,782,186</u>

Capital and surplus:

Common capital stock		6,000,000
Gross paid in and contributed surplus		731,153,297
Unassigned funds (surplus)		<u>(310,266,123)</u>
Total capital and surplus		426,887,174

Total liabilities and capital and surplus	\$	<u>1,794,669,360</u>
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I, Stan Osofsky, Treasurer of Endurance American Insurance Company (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2017 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's offices located at 4 Manhattanville Road, Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at New York, New York


Stan Osofsky

Subscribed and sworn to before me this 26th day of March 2018



NICHOLAS JAMES BENENATI
NOTARY PUBLIC-STATE OF NEW YORK
NO 01BE6333911
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES 12-07-2019

**CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK
INSURANCE LAW**

**STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES**

It is hereby certified that

**ENDURANCE AMERICAN INSURANCE COMPANY
WILMINGTON, DELAWARE**

a corporation organized under the laws of the State of Delaware and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$426,887,174 (Capital \$6,000,000) as is shown by its sworn financial statement for Year-End as of December 31, 2017, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.



In Witness Whereof, I have here-
unto set my hand and affixed the
official seal of this Department
at the City of Albany, this
11th day of April, 2018

**Maria T. Vullo
Superintendent**

By *Jacqueline Catalfamo*

**Jacqueline Catalfamo
Special Deputy Superintendent**

State of New York

DEPARTMENT OF FINANCIAL SERVICES

WHEREAS IT APPEARS THAT

Endurance American Insurance Company

Home Office Address

Wilmington, Delaware

Organized under the Laws of

Delaware

has complied with the necessary requirements of or pursuant to law, it is hereby

licensed to do within this State the business of

fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity, credit unemployment, legal services and gap insurance, as specified in paragraph(s) 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 24, 29 and 26(A)(B)(C)(D) of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended) to the extent permitted by certified copy of its charter document on file in this Department until July 1, 2019.



**In Witness Whereof, I have hereunto set
my hand and affixed the official seal of this
Department at the City of Albany, New York, this
1st day of July, 2018**

**Maria T. Vullo
Superintendent**

By

Kathleen Granderath

**Kathleen Granderath
Special Deputy Superintendent**



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 133785886

KEEVILY, SPERO-WHITELAW INC.
500 MAMARONECK AVENUE
HARRISON NY 10528



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER CANDELA SYSTEMS CORP 168 OLD SAW MILL RIVER ROAD HAWTHORNE NY 10532		CERTIFICATE HOLDER TOWN OF SOMERS 335 RTE 202 SOMERS NY 10588	
POLICY NUMBER G2242 066-5	CERTIFICATE NUMBER 110568	POLICY PERIOD 11/01/2017 TO 11/01/2018	DATE 10/2/2018

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2242 066-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 642625062

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured is amended to include as an insured any person or organization for whom you are performing operations only as specified under a written contract (for purposes of this endorsement referred to as the "written contract") that requires that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", in the performance of the "Named Insured's" work for the additional insured and included in the "products-completed operations hazard" which was performed for that insured only as specified under the "written contract".
- B. The insurance provided to additional insured by this endorsement is limited as follows:
1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the "written contract" and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
 2. The limits of insurance are those set forth in the policy and Declarations or those specified in the "written contract", whichever is less.
- C. With respect to the insurance afforded to additional insured, the following exclusions are added:
2. Exclusions
- a. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
 - (2) Supervisory, inspection, architectural, or engineering services.
 - b. This insurance does not apply if the "written contract" was not executed by the "Named Insured" prior to the "occurrence" giving rise to the additional insured's potential liability.
 - c. This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.
- D. Other Insurance
1. If specifically required by the written contract or agreement referenced in Paragraph A. above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
 2. Even if the requirements of paragraph 1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage shall share with other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement. This cost sharing shall be pursuant to Section IV, paragraph 4.c., Method of Sharing.
- E. Definitions
- "Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.





NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

DATE (MM/DD/YYYY)

10/1/2018

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY Fairfield County Bank Insurance Services, LLC		NAMED INSURED(S) Candela Systems Corp	
POLICY NUMBER SPF00000041844U	EFFECTIVE DATE 10/1/2018	CARRIER Harleysville Worcester	NAIC CODE 11758

ADDENDUM INFORMATION

CERTIFICATE NUMBER: 1764207251

REVISION NUMBER:

A. Insurer

- ☒ Admitted / authorized
☐ Excess line or free trade zone

B. General Liability (GL) policy form

- ☒ ISO / ISO modified
☐ Other

C. Specific operations excluded or restricted (GL policy)

- ☐ Location: _____
☐ Type of construction: _____
☐ Building height: _____
☐ Classifications [see attached declarations / endorsement]
☐ Designated work [see attached endorsement]

D. Additional insured endorsement (GL policy)

- ☐ CG 20 10 ☐ CG 20 28 ☐ CG 20 32 ☐ CG 20 33 ☐ CG 20 37 ☐ CG 20 38
☒ Other: #: CG7283,SP717 Title: Additional insured premises and completed operations

E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

- ☒ Yes ☐ No and ☐ no other option is available with this insurer

F. Additional insured will receive advance notice if insurer cancels (GL policy)

- ☐ Yes ☒ No and ☐ no other option is available with this insurer

G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

ADDENDUM INFORMATION (continued)

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

M. Excess / umbrella policy is primary and non-contributory for additional insureds

☐ Yes, by specific policy provision ☐ Yes, by endorsement ☒ No and ☐ no other option is available with this insurer



AUTHORIZED REPRESENTATIVE SIGNATURE

10/1/2018

DATE (mm/dd/yyyy)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who is An Insured** is amended to include as an insured any person or organization for whom you are performing operations only as specified under a written contract (for purposes of this endorsement referred to as the "written contract") that requires that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", in the performance of the "Named Insured's" work for the additional insured and included in the "products-completed operations hazard" which was performed for that insured only as specified under the "written contract".
- B. The insurance provided to additional insured by this endorsement is limited as follows:**
1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the "written contract" and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
 2. The limits of insurance are those set forth in the policy and Declarations or those specified in the "written contract", whichever is less.
- C. With respect to the insurance afforded to additional insured, the following exclusions are added:**
- 2. Exclusions**
- a. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
 - (2) Supervisory, inspection, architectural, or engineering services.
 - b. This insurance does not apply if the "written contract" was not executed by the "Named Insured" prior to the "occurrence" giving rise to the additional insured's potential liability.
 - c. This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.
- D. Other Insurance**
1. If specifically required by the written contract or agreement referenced in Paragraph A. above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
 2. Even if the requirements of paragraph 1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage shall share with other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement. This cost sharing shall be pursuant to Section IV, paragraph 4.c., Method of Sharing.
- E. Definitions**
- "Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.



This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SP-7174
(Ed. 7-10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Harleysville CustomPak® GENERAL LIABILITY ENHANCEMENT –
ALL CONTRACTORS – NEW YORK**

SCHEDULE

Coverage	Limits
Voluntary Property Damage	\$ 25,000 Occurrence/\$ 50,000 Annual Aggregate
Damage to Premises Rented to You	\$300,000, or the Damage to Premises Rented To You Limit shown in the Commercial General Liability Declarations, whichever is greater
Medical Payments	\$15,000 (Any One Person), or the Medical Expense Limit shown in the Commercial General Liability Declarations, whichever is greater
"Borrowed Equipment" Property Damage	\$5,000 Occurrence / \$10,000 Annual Aggregate
Elevator Property Damage	\$5,000 Occurrence / \$10,000 Annual Aggregate
Supplemental Payments – Cost of Bail Bonds	\$3,000 (Per Claim or "Suit")
Supplemental Payments – Loss of Earnings	\$400 (Per Day)

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A. VOLUNTARY PROPERTY DAMAGE**1. INSURING AGREEMENT**

Under Section I - Coverages, Coverage A Bodily Injury And Property Damage of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM, we will pay, at your request, without regard to liability, for "property damage" to the property of others provided:

- a. Such "property damage" occurs while such property is in your care, custody or control, or property of others over which you are, for any purpose, exercising physical control; and
- b. Such "property damage" arises out of "your work" away from premises owned by, rented to, or occupied by you.

2. LIMIT OF INSURANCE

The insurance afforded by Paragraph 1. INSURING AGREEMENT of this coverage is subject to the following additional terms and conditions:

- a. Subject to the Annual Aggregate shown in the Schedule of this endorsement, the most we will pay for Voluntary Property Damage because of "property damage", to which the coverage provided by this Voluntary Property Damage coverage applies, arising out of any one "occurrence", is the "Occurrence" limit shown in the Schedule of this endorsement, regardless of the number of:

- (1) insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

The "Occurrence" Limit is included within and not in addition to the Each Occurrence Limit applicable to Coverage A Bodily Injury And Property Damage Liability of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

- b. The Annual Aggregate is the most we will pay for all "property damage" to which the Voluntary Property Damage coverage provided by this coverage applies.
- c. The Annual Aggregate applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Annual Aggregate and in which event the Annual Aggregate will be increased in proportion to the period of extension.
- d. Any and all damages paid under the terms and conditions of this coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the General Aggregate Limit.
- e. Our obligation under this coverage to pay damages on your behalf applies only to the amount of damages in excess of \$250. The deductible amount applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".
 - (1) The terms of this insurance, including those with respect to:
 - (a) Our right and duty to defend any "suits" seeking those damages; and
 - (b) Your duties in the event of any "occurrence", claim or "suit";
 apply irrespective of the application of the deductible amount.
 - (2) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
- f. Settlement - In the event of a loss covered by this coverage:
 - (1) You shall, if requested by us, replace the property or furnish the labor and materials necessary for the repairs thereto. We will pay on your behalf the actual cost to you, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become our property.
 - (2) Payment hereunder shall not constitute an admission of your liability or, except as stated herein, of ours.
- g. The insurance provided by this coverage is excess over any valid and collectible property insurance (except the deductible portion thereof) available to the insured, such as, but not limited to, Building coverage, Personal Property coverage, Builders' Risk coverage, Installation Risk coverage, or similar coverage. The Other Insurance Condition of your policy is amended accordingly.

3. Exclusions

Solely for the purposes of the insurance afforded by this coverage, Paragraph 2. Exclusions of Section I - Coverage, Coverage A Bodily Injury And Property Damage Liability is amended as follows:

- a. Subparagraphs (3), (4) and (5) of Exclusion J, Damage to Property do not apply to the extent that insurance is provided by Paragraph 1. INSURING AGREEMENT of this coverage.



b. The following exclusions are added:

The insurance provided by this coverage does not apply to "property damage":

- (1) To personal property held by you for servicing, repair, storage or sale at premises owned by, rented to or occupied by you.
- (2) To any property if the work out of which the damage arises was performed on your behalf by a subcontractor.
- (3) To property owned by, or rented by, an insured or any "employee" of the insured.
- (4) To property that is money and securities.
- (5) Included within the "explosion hazard", the "collapse hazard", or the "underground property damage hazard", unless such coverage is provided by the policy to which this coverage is attached. However, this exclusion does not apply to property damage resulting from earth movement or subsidence caused by grading of land or excavating.

All other Exclusions, Terms and Conditions of the Policy to which this Voluntary Property Damage coverage is attached continue to apply.

4. Definitions

The following additional definitions are added to SECTION V – DEFINITIONS:

- a. "Explosion hazard" includes property damage arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- b. "Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.
- c. "Structural property damage" means the collapse of or structural injury to any building or structure due to:
 - (1) Grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
 - (2) Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.
- d. "Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.
- e. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by or occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of Section I – Coverage A (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in Section III Limits of Insurance. This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination of the five.

2. The word fire is changed to fire, lightning, explosion, smoke and leakage from fire protective systems where it appears in:
 - a. The Limits of Insurance section of the declarations of the Commercial General Liability Coverage form; and
 - b. Paragraph 6. of Section III Limits of Insurance; and
 - c. The first full paragraph immediately following exclusion J.(6) under J. Damage to Property of 2. Exclusions under Coverage A of Section I.
3. The Damage to Premises Rented to You limit in paragraph 6. of Section III Limits of Insurance is replaced by a Damage to Premises Rented to You and Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit, which will be subject to all of the terms of Section III Limits of Insurance. This Damage Limit is the greater of the amount shown in the Schedule of this endorsement or the amount shown in the Declarations for the Damage to Premises Rented To You Limit; and is the most we will pay, subject to paragraph 6. of Section III Limits of Insurance, under Coverage A for damages because of "property damage" to any one premises, while rented to you or; in the case of damage by fire, lightning, explosion, smoke and leakage from fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

C. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

1. In paragraph 3.a. of Section II – Who Is An Insured, 90th day is changed to 180th day.
2. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

D. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added under paragraph 6. of Section IV – Commercial General Liability Conditions:

- d. Your failure to disclose all hazards existing as of the inception date of the policy shall not in itself prejudice the coverage otherwise afforded by this policy, provided such failure to disclose all hazards is not intentional.

E. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

With respect to the coverage provided by this endorsement, paragraph 8. Transfer of Rights of Recovery Against Others To Us under Section IV – Commercial General Liability Conditions is deleted and does not apply.

The following applies in place of paragraph 8.:

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN YOU HAVE AGREED IN WRITING PRIOR TO THE LOSS

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This provision does not apply and we have no right to seek recovery of all or any part of such payment against any person or organization with which the insured has agreed in writing prior to the loss not to seek recovery of such payments.

F. MENTAL ANGUISH – BODILY INJURY REDEFINED

The definition of "bodily injury" in Section V – Definitions is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

G. PERSONAL INJURY – BROAD FORM

1. Paragraph 14.b. of Section V – Definitions is replaced by the following:

b. Malicious prosecution or abuse of process;

2. The following is added to paragraph 14. "Personal and advertising injury" in Section V – Definitions:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- (1) Not done with the intent to injure the feelings or reputation of a natural person by or at the direction of:

(a) The insured; or

(b) Any executive officer, director, stockholder, partner or member of the insured; or

- (2) Not done by or at the direction of:

(c) The insured; or

(d) Any executive officer, director, stockholder, partner or member of the insured;

and with the reasonable expectation that such injury to the feelings or reputation of a natural person would result; and

- (3) Not directly or indirectly related to any employment related practice, policy, act or omission including but not limited to employment related misrepresentations, wrongful reference, or the deprivation of a career opportunity, reassignment, discipline, evaluation, demotion, employment, prospective employment or termination of employment of any person or persons by or at the direction of the insured.

Provided however that discrimination and humiliation that results in injury to the feelings or reputation of a natural person does not include such injury that arises out of the intentional and wrongful disparate treatment of natural persons by the insured. However, discrimination and humiliation that results in injury to the feelings or reputation of a natural person does include:

- (1) Such injury caused by acts or omissions of the insured that results in purely an unintended and unexpected disparate impact upon such natural persons but only if such injury did not arise out of the disparate treatment of such natural persons by the insured; or

- (2) Such injury arising solely out of the discriminatory acts or omissions of others for which the insured is only vicariously liable but only if the insured did not participate in, direct or condone those acts or omissions by others.

3. Paragraphs 1. and 2. above do not apply if Coverage E – Personal and Advertising Injury Liability is excluded either by a provision of the Commercial General Liability Coverage form or by endorsement.

H. MEDICAL PAYMENTS LIMIT OF INSURANCE

If Coverage C Medical Payments is not otherwise excluded from the COMMERCIAL GENERAL LIABILITY COVERAGE PART, the Medical Expense Limit is changed, subject to all the terms of Section III – Limits Of Insurance, to the greater of:

1. The Medical Payments Limit of Insurance shown in the Schedule of this endorsement; or
2. The Medical Expense Limit shown in the Declarations of the COMMERCIAL GENERAL LIABILITY COVERAGE PART.



Exclusion a. of Section 1 – Coverage A is replaced by the following:

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured.

J. NON-OWNED AIRCRAFT.

a. It is hired, chartered or loaned with a paid crew;

c. The pilot in command holds a currently effective license for the particular aircraft being flown, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial airline pilot; and

This Non-Owned Aircraft coverage is excess over any other valid and collectible insurance whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this coverage.

1. Paragraph (2) of Exclusion g. of Section I – Coverage A is deleted and replaced with the following:

(a) Less than 51 feet long; and

This Non-Owned Watercraft coverage is excess over any other valid and collectible insurance whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this coverage.

1. Paragraphs (3) and (4) of Exclusion J, of Section I – Coverage A do not apply to "property damage" to "borrowed equipment".

2. The limits of insurance for "Borrowed Equipment" Property Damage provided by this coverage in any one occurrence and in any annual period starting with the beginning of the policy period shown in the Declarations, are the "Borrowed Equipment" Property Damage Occurrence and Annual Aggregate Limits of Insurance shown in the Schedule of this endorsement, subject to a \$250 deductible or the property damage deductible shown on the Declarations, whichever is greater.

3. The Annual Aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit. However, if required by applicable law, the aggregate limit will be increased in the same proportion as the period of extension is to the 12 month policy period.

This Borrowed Equipment Coverage is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this coverage.

"Borrowed Equipment" is equipment which is temporarily in your care, custody and control with the consent of the owner and does not include equipment that is leased to you under a lease agreement.

M. ELEVATOR PROPERTY DAMAGE

1. Paragraph (6) of exclusion J. of Section I – Coverage A does not apply to the use of elevators.
2. The limits of insurance for Elevator Property Damage provided by this coverage in any one occurrence and in any annual period starting with the beginning of the policy period shown in the Declarations, are the Elevator Property Damage Occurrence and Annual Aggregate Limits of insurance shown in the Schedule of this endorsement, subject to a \$250 deductible or the property damage deductible shown on the Declarations, whichever is greater.
3. The Annual Aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit.
4. The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:
This Elevator Property Damage Coverage is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this coverage.

N. SUPPLEMENTARY PAYMENTS

Paragraphs b. and d. of Section I – Supplementary Payments – Coverage A and B are replaced by the following:

- b. Cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies, but the most we will pay for the cost of these bail bonds is the Supplementary Payments – Cost of Bail Bonds Limit of insurance shown in the Schedule of this endorsement. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings because of time off from work. The most we will pay for loss of earnings in any one day is the Supplementary Payments – Loss of Earnings Limit of insurance shown in the Schedule of this endorsement.

O. ADVERTISING INJURY REDEFINED

1. Paragraphs 14.d. and e. of Section V – Definitions are replaced by the following:
 - d. Oral, written, televised or videotaped publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written, televised or videotaped publication in any manner of material that violates a person's right to privacy;
2. Paragraphs b. and c. of 2. Exclusions under Section I – Coverage B – Personal and Advertising Injury Liability are replaced by the following:
 - b. "Personal and advertising injury" arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
 - c. "Personal and advertising injury" arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

P. INCIDENTAL MEDICAL MALPRACTICE

1. Paragraph 2.a.(1)d. of Section II – Who Is An Insured does not apply to nurses, emergency medical technicians or paramedics employed by you arising out of his or her providing or failing to provide professional health care services, but only if such healthcare services are within the scope of their employment by you or are related to or arise out of the conduct of your business.
2. This provision does not apply if you are engaged in the business or occupation of providing professional health care services.

Q. MOBILE EQUIPMENT REDEFINED

Under Section V – Definitions, paragraphs 12.i.(1)(a), (b) and (c) do not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

R. LIBERALIZATION

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.



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- SP-7174 (Ed. 7-10)



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) CANDELA SYSTEMS CORP ATTN: JAMES S. BERNARDO 188 OLD SAW MILL RIVER ROAD HAWTHORNE, NY 10532 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 800-245-5483 1c. Federal Employer Identification Number of Insured or Social Security Number 133785885
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF SOMERS 335 ROUTE 202 SOMERS, NY 10589	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL431113 3c. Policy effective period 01/01/2018 to 12/31/2019

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits Insurance coverage as described above.

Date Signed 10/2/2018 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Candela Systems Corporation, a minority owned company, began in 1994 and now, 24 years later, is recognized as one of the first-rate energy conservation lighting companies on the east coast with over 35 full-time employees. Candela maintains licenses to practice trade in 13 states encompassing areas totaling over 22 licenses. All field personnel are OSHA trained. Candela has successfully won numerous bids on federal projects and continues to successfully bid on and complete work throughout the East Coast. Founder James S. Bernardo oversees the company operations maintaining high degree of quality and top-notch customer service.

SunBlue Energy was started 2009 by Chris Hale and has grown into one of the top-rated solar companies servicing Westchester, Rockland, Orange, Putnam and Dutchess counties, Bronx and NYC, Northern NJ, and parts of CT. SunBlue is NABCEP (North American Board of Certified Energy Practitioners) certified – the gold standard of the solar industry. All field personnel are OSHA trained. SunBlue strives to build relationships in communities driving affordable and efficient energy solutions for everyone. Chris Hale, President, has made maintaining the highest level of customer satisfaction and loyalty his highest priority as SunBlue continues to grow the residential and commercial solar markets. They utilize state-of-the art tools to create the best designs according to system and building specifications. SunBlue's field technicians and crew work according to the highest industry standards and regulations guaranteeing safe, professional, cost effective, and optimal performance solar installations with the utmost

care and consideration of the client and have earned multiple praises and reviews from their clients.

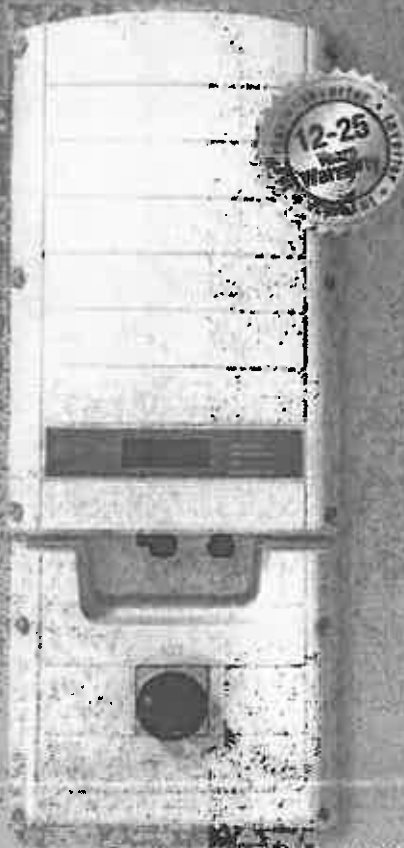
SunBlue Energy and Candela Systems Corporation have been working together for the past several years and consider their partnership of mutual benefit to both companies and to the communities they serve.



SolarEdge Single Phase Inverters For North America

SE3000A-US / SE3800A-US / SE5000A-US / SE6000A-US /
SE7500A-US / SE10000A-US / SE11400A-US

INVERTERS



The best choice for SolarEdge enabled systems

- Integrated arc fault protection (Type 2) for NEC 2011 690.11 compliance
- Superior efficiency (98%)
- Small, lightweight and easy to install on standard brackets
- Built-in modern-level monitoring
- Internet connection through Ethernet or Wireless
- Outdoor and indoor installation
- Fixed voltage inverter (not a transformer only)
- Pre-assembled Safety Switch for faster installation
- Grounded - revenue grade grade, ANSI C12.1



Single Phase Inverters for North America

SE3000A-US / SE3800A-US / SE5000A-US / SE6000A-US /
SE7600A-US / SE10000A-US / SE11400A-US

	SE3000A-US	SE3800A-US	SE5000A-US	SE6000A-US	SE7600A-US	SE10000A-US	SE11400A-US	
OUTPUT								
Nominal AC Power Output	3000	3800	5000	6000	7600	9980 @ 208V 10000 @ 240V	11400	VA
Max. AC Power Output	3300	4150	5400 @ 208V 5450 @ 240V	6000	8350	10800 @ 208V 10950 @ 240V	12000	VA
AC Output Voltage Min.-Nom.-Max. ⁽¹⁾ 183 - 208 - 229 Vac	-	-	✓	-	-	✓	-	
AC Output Voltage Min.-Nom.-Max. ⁽²⁾ 211 - 240 - 264 Vac	✓	✓	✓	✓	✓	✓	✓	
AC Frequency Min.-Nom.-Max. ³	59.3 - 60 - 60.5 (with HI country setting 57 - 60 - 60.5)							Hz
Max. Continuous Output Current	12.5	16	24 @ 208V 21 @ 240V	25	32	48 @ 208V 42 @ 240V	47.5	A
GFDI Threshold	1							A
Utility Monitoring, Islanding Protection, Country Configurable Thresholds	Yes							Yes
INPUT								
Maximum DC Power (STC)	4050	5100	6750	8100	10250	13500	15350	W
Transformer-less, Ungrounded	Yes							
Max. Input Voltage	500							Vdc
Nom. DC Input Voltage	325 @ 208V / 350 @ 240V							Vdc
Max. Input Current ⁴	9.5	13	16.5 @ 208V 15.5 @ 240V	18	23	33 @ 208V 30.5 @ 240V	±4.5	Adc
Max. Input Short Circuit Current	45							Adc
Reverse Polarity Protection	Yes							
Ground-Fault Isolation Detection	600V Sensitivity							
Maximum Inverter Efficiency	97.7	98.2	98.3 97.5 @ 208V	98.3	98	98 97 @ 208V	98	%
CEC Weighted Efficiency	97.5	98	98 @ 240V	97.5	97.5	97.5 @ 240V	97.5	%
Nighttime Power Consumption	< 2.5					< 4		W
ADDITIONAL FEATURES								
Supported Communication Interfaces	RS485, RS232, Ethernet, ZigBee (optional)							
Revenue Grade Data, ANSI C12.1	Optional ⁽⁵⁾							
Rapid Shutdown - NEC 2014 690.12	Functionality enabled when SolarEdge rapid shutdown kit is installed ⁶							
STANDARD COMPLIANCE								
Safety	UL1741, UL1699B, UL1998, CSA 22.2							
Grid Connection Standards	IEEE1547							
Emissions	FCC part15 class B							
INSTALLATION SPECIFICATIONS								
AC output conduit size / AWG range	3/4" minimum / 16-6 AWG					3/4" minimum / 8-3 AWG		
DC Input conduit size / # of strings / AWG range	3/4" minimum / 1-2 strings / 16-6 AWG					3/4" minimum / 1-2 strings / 14-6 AWG		
Dimensions with Safety Switch (HxWxD)	30.5 x 12.5 x 7.2 / 775 x 315 x 184					30.5 x 12.5 x 10.5 / 775 x 315 x 260		in / mm
Weight with Safety Switch	51.2 / 23.2		54.7 / 24.7		88.4 / 40.1		lb / kg	
Cooling	Natural Convection				Natural convection and internal fan (user replaceable)	Fans (user replaceable)		
Noise	< 25					< 50		dBA
Min.-Max. Operating Temperature Range	-13 to +140 / -25 to +60 (-40 to +60 version available ⁽⁷⁾)							°F / °C
Protection Rating	NEMA 3R							

⁽¹⁾ For other regional settings please contact SolarEdge support.

⁽²⁾ A utility meter source may be used; the inverter will limit its input current to the values stated.

⁽³⁾ Revision grade inverter P/N: SE3000A-US000NNR2 (for 7600W inverter: SE7600A-US000NNR2).

⁽⁴⁾ Rapid shutdown kit P/N: SE1000-RSD-SL.

⁽⁵⁾ -40 version P/N: SE3000A-US000NNM4 (for 7600W inverter: SE7600A-US000NNM4).

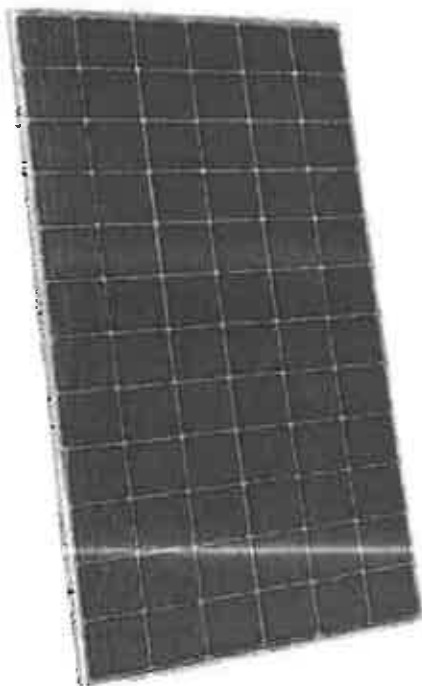
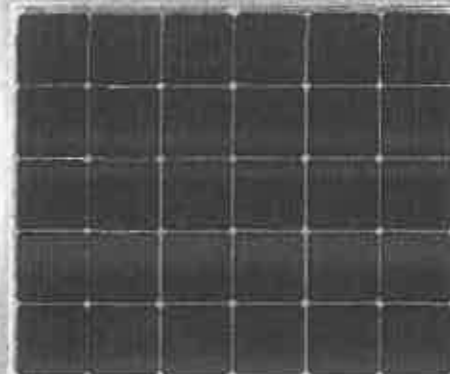


RoHS

JKMS365M-72-MX 345-365 Watt

MONO PERC MODULE
Power Optimized

Positive power tolerance of 0~+3%



KEY FEATURES



Voltage Limiting Feature

Allows for longer strings, reduces overall BOS



Shade Tolerance

MPPT on individual cell strings optimizes energy harvest



Built-in Cell Optimizer

No additional electronics or hardware required; allows for simple installation



High Efficiency

Higher module conversion efficiency (up to 18.82%) due to Passivated Emitter Rear Contact (PERC) technology



PID Free

World's 1st PID-Free module



Strength and Durability

Certified for high snow (5400Pa) and wind (2400Pa) loads

LINEAR PERFORMANCE WARRANTY

10 Year Product Warranty • 25 Year Linear Power Warranty

- ISO9001:2008 Quality Standards
- ISO14001:2004 Environmental Standards
- OHSAS18001 Occupational Health & Safety Standards

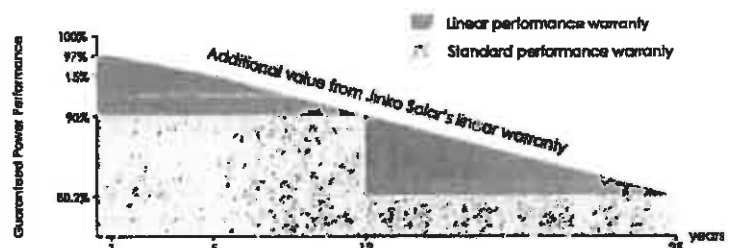
Nominal size:

JKMS365M - 72 - MX

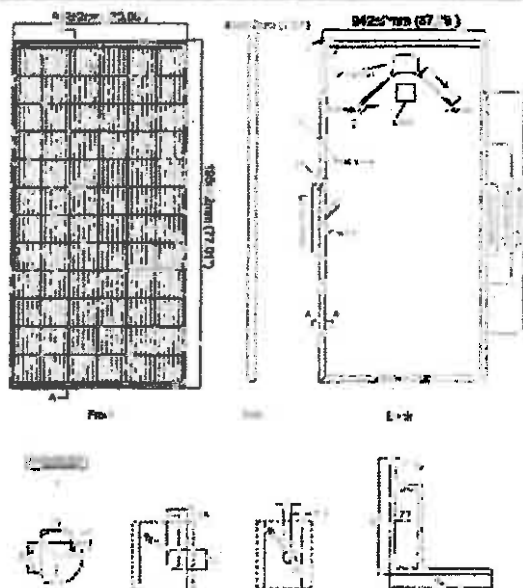
Generation

Multi-Gen 1

MX - Gen 1.2



Engineering Drawings

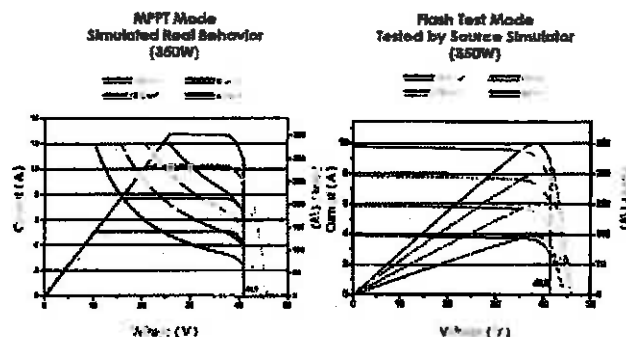


Packaging Configuration

(Front view of the module)

24 modules per pallet (12 modules per pallet for 12V system)

Electrical Performance & Temperature Dependence



Mechanical Characteristics

Cell Type	Monocrystalline Silicon
No. of Cells	72 (6x12)
Module Voltage	22.8V (Voc) 18.2V (Vmp) 18.2V (Voc) 18.2V (Vmp)
Weight	26.5 kg (58.4 lbs.)
Frame	Anodized Aluminium Alloy
Output Cables	12 AWG, Length: 1200mm (47.24 inch)
Pin Type	Standard

SPECIFICATIONS

Module Type	JKM365-A-72-MX	JKM365-B-72-MX	JKM365-C-72-MX	JKM365-D-72-MX	JKM365-E-72-MX
Maximum Power (Pmax)	360Wp	360Wp	360Wp	360Wp	360Wp
Maximum Power Current (Imp)	9.33A	9.33A	9.33A	9.33A	9.33A
Maximum Power Voltage (Vmp)	38.5V	38.5V	38.5V	38.5V	38.5V
Open Circuit Voltage (Voc)	46.5V	46.5V	46.5V	46.5V	46.5V
Short-circuit Current (Isc)	12.0A	12.0A	12.0A	12.0A	12.0A
Module Efficiency (%)	20.5%	20.5%	20.5%	20.5%	20.5%
Operating Temperature (°C)	-40°C ~ +85°C	-40°C ~ +85°C	-40°C ~ +85°C	-40°C ~ +85°C	-40°C ~ +85°C
Power Tolerance	±3%	±3%	±3%	±3%	±3%
Temperature Coefficient of Voc	-0.26%/°C	-0.26%/°C	-0.26%/°C	-0.26%/°C	-0.26%/°C
Non-rel Operating Cell Temperature (NOCT)	45±2°C	45±2°C	45±2°C	45±2°C	45±2°C

*STC: Irradiance 1000W/m² Cell Temperature 25°C AM=1.5

NOCT: Irradiance 800W/m² Ambient Temperature 20°C AM=1.5 Wind Speed 1m/s

* Power measurement tolerance: ±3%

** This module contains an integrated DC/DC converter with voltage limiting. Module VOC will not exceed 48.5V.

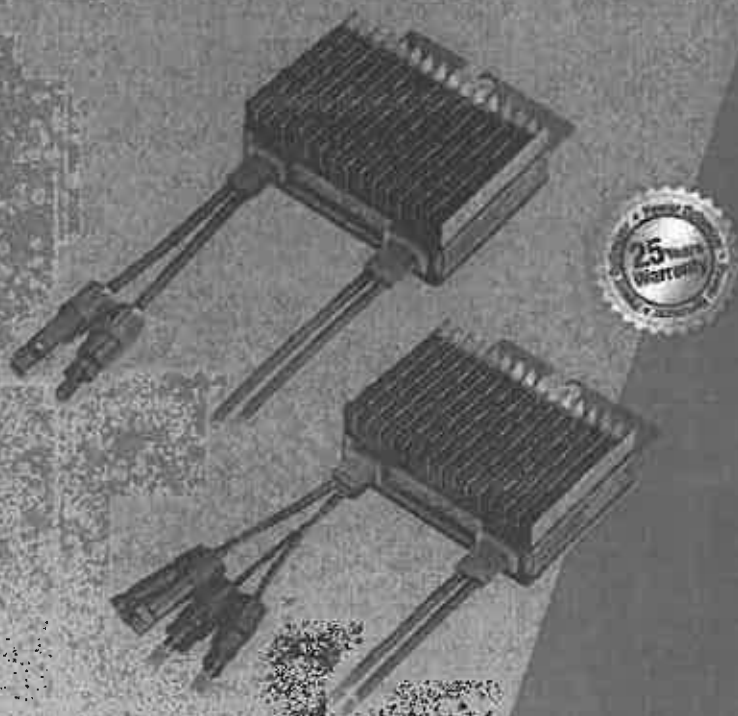
CAUTION: READ SAFETY AND INSTALLATION INSTRUCTIONS BEFORE USING THE PRODUCT.

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US-JKM365-A-72-PERC-MX_1.0_rev2017

solaredge

SolarEdge Power Optimizer Module Add-On for Commercial Installations P600 / P700 / P800p / P800s (preliminary)

POWER OPTIMIZER



PV power optimizer at the module level
The most cost effective solution for commercial and large (residential) systems

- Up to 25% more energy
- Superior efficiency (99.5%)
- Balance of System cost reduction: 10% less cables, fewer and longer runs
- Fast installation with a single drill
- Advanced maintenance with module-level monitoring
- Module-level voltage monitoring for theft and fire/light safety
- Use with two PV modules connected in series or in parallel



SolarEdge Power Optimizer Module Add-On For Commercial Installations P600 / P700 / P800p / P800s (preliminary)

	P600 (for 2 x 60-cell PV modules)	P700 (for 2 x 72-cell PV modules)	P800p (for parallel connection of 2x 96-cell 5" PV modules)	P800s (for series connection of 2x high power or bi-facial modules)	
INPUT					
Rated Input DC Power ¹	600	700	800		W
Absolute Maximum Input Voltage (V _{oc} at lowest temperature)	96	125	83	120	V _{dc}
MPPT Operating Range	12.5 - 80	12.5 - 105	12.5 - 83	12.5 - 120	V _{dc}
Maximum Short Circuit Current (I _{sc})	10.1		14	12.5	A _{dc}
Maximum Efficiency		99.5			%
Weighted Efficiency		98.6			%
Overvoltage Category		II			
OUTPUT DURING OPERATION (POWER OPTIMIZER CONNECTED TO OPERATING SOLAREGE INVERTER)					
Maximum Output Current	15		18		A _{dc}
Maximum Output Voltage			85		V _{dc}
OUTPUT DURING STANDBY (POWER OPTIMIZER DISCONNECTED FROM SOLAREGE INVERTER OR SOLAREGE INVERTER OFF)					
Safety Output Voltage per Power Optimizer		1			V _{dc}
STANDARD COMPLIANCE					
EMC	CEC Part 15 Class B, IEC61000-6-2, IEC61003-6-3				
Safety	IEC62109-1 (class II safety)				
RoHS	Yes				
Fire Safety	VDE-AP-E 2100-712:2013-05				
INSTALLATION SPECIFICATIONS					
Compatible SolarEdge Inverters	Three phase inverters SE15K & larger		Three phase inverters SE16K & larger		V _{dc}
Maximum Allowed System Voltage			1000		
Dimensions (W x L x H)	128 x 152 x 41 / 5 x 5.97 x 1.63	128 x 152 x 50 / 5 x 5.97 x 1.93	128 x 152 x 59 / 5 x 5.97 x 2.32		mm / in
Weight (including cables)	834 / 1.8	933 / 2.1	1019 / 2.2	1064 / 2.3	g / lb
Input Connector	MCA		MCA (Single or Dual Input)	MCA	
Output Connector			MCA		
Output Wire Length	1.2 / 3.9 (portrait orientation) or 1.8 / 5.9 (landscape orientation)	1.2 / 3.9 (portrait orientation) or 2.1 / 6.9 (landscape orientation)	1.2 / 3.9 (portrait orientation) or 1.8 / 5.9 (landscape orientation) ²	1.2 / 3.9 (portrait orientation) or 2.1 / 6.9 (landscape orientation)	m / ft
Operating Temperature Range ¹	-40 - +85 / -40 - +185				°C / °F
Protection Rating	IP68 / NEMA6P				
Relative Humidity	0 - 100				%

¹ Power Optimizer Module is rated to 1400W per module in parallel or other configurations of pieces of SolarEdge Power Optimizer Module. For more information, please refer to the SolarEdge Power Optimizer Module datasheet.

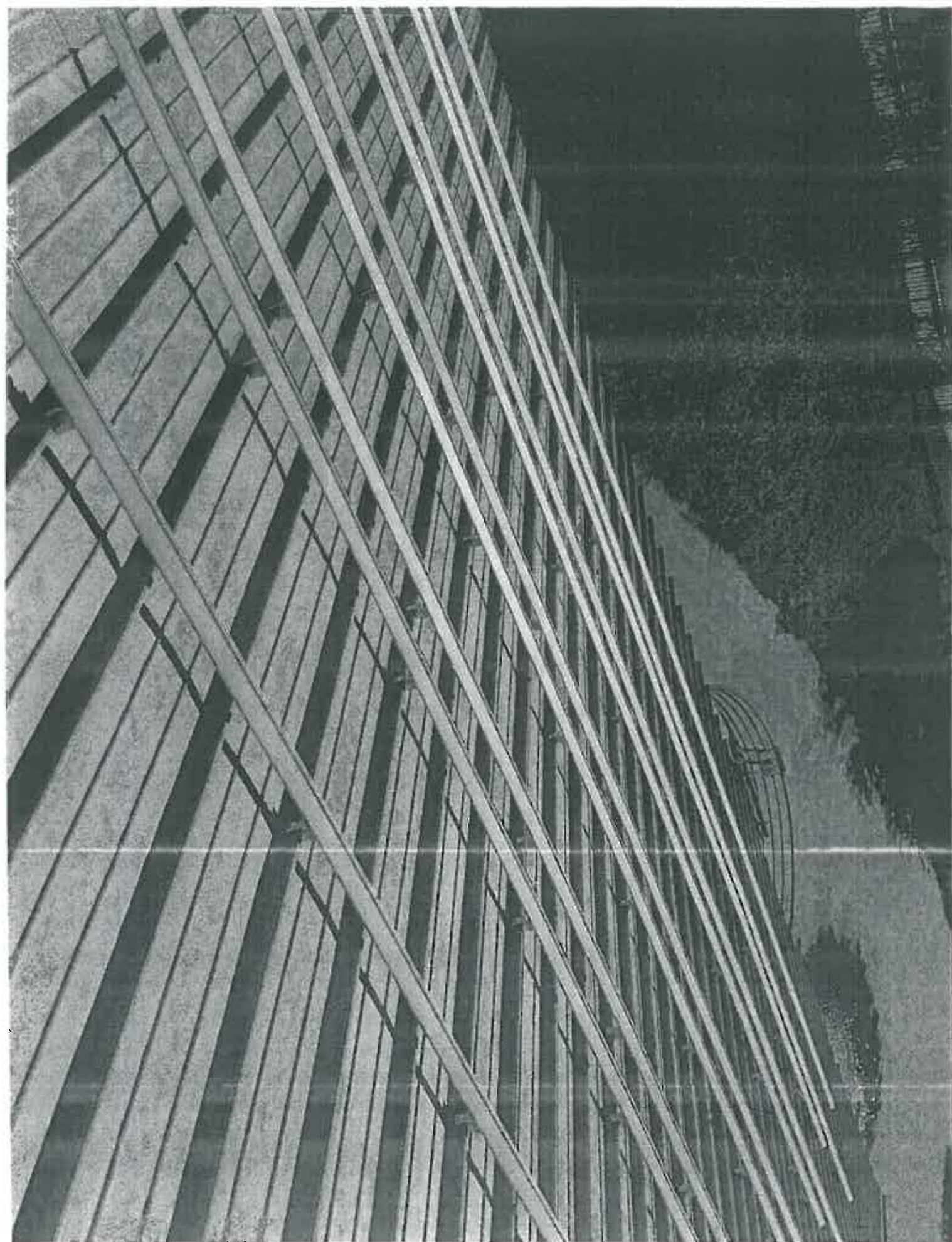
PV SYSTEM DESIGN USING A SOLAREGE INVERTER ^{1,2}		THREE PHASE SE15K AND LARGER	THREE PHASE SE16K AND LARGER	THREE PHASE SE33.3K
Compatible Power Optimizers		P600	PC30, P700, P800	PC30, P700, P800
Minimum String Length	Power Optimizers	13	12	13
	PV Modules	26	24	26
Maximum String Length	Power Optimizers	30	30	30
	PV Modules	60	60	60
Maximum Power per String		11250	13500	12750
Parallel Strings of Different Lengths or Orientations		Yes	Yes	Yes

¹ P600, P700, P800, PC30, P700, P800 are rated to 1400W per module in parallel or other configurations of pieces of SolarEdge Power Optimizer Module. For more information, please refer to the SolarEdge Power Optimizer Module datasheet.

² For strings of different lengths or orientations, the minimum string length is determined by the longest string. For example, if a string has 13 modules and another has 24 modules, the minimum string length is 24 modules.







APPENDIX A

TOWN OF SOMERS SOLAR PANELS FOR HIGHWAY GARAGE SPECIFICATIONS

PHOTOVOLTAIC MODULES - TYPE AND MODEL; INCLUDING WATTAGE:

JINKO 365 (365 DC WATTS)

PHOTOVOLTAIC MODULES - QUANTITY NEEDED: 84

SOLAR PANEL - WARRANTY: 25 YEAR LINEAR POWER WARRANTY, 10 YEAR FREQUENCY WARRANTY
SYSTEM SIZE: 30,660 DC WATTS

INVERTER TYPE: SOLAR EDGE 1000 (240-SINGLE PHASE) QUANTITY: 3
INVERTER WARRANTY: 25 YEARS

ESTIMATED ANNUAL PRODUCTION OF SYSTEM IN KWH OF ELECTRICITY AND
ANTICIPATED YIELD IN KWH/KW: ESTIMATED PRODUCTION: 34,774 KWH - YEAR 1

YIELD (34,774 KWH AC / 30,660 WATTS DC) = 1.13

IMPROVEMENTS TO BUILDING STRUCTURE:

Type of improvement that may be needed to building structure could include:

- Rafter Reinforcement - \$8,000 (ESTIMATE)
- Electrical Panel/Service Upgrade - NOT NEEDED
- Vent Relocation (if feasible) - NOT FEASIBLE

ELECTRICAL INSTALLATION:

Current electrical service is a 200-amp ^{single} ~~three~~ phase system. A determination of the adequacy of electrical service needs to be made including the possibility of any needed upgrade.

Sent to:
TB, TA, TC
10/9/18
KO

Highway Department

TELEPHONE
(914) 232-4848
FAX
(914) 232-0150

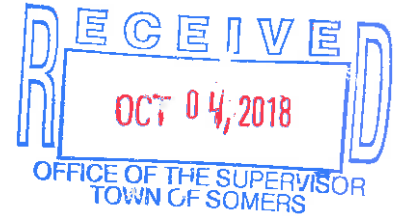
Town of Somers

WESTCHESTER COUNTY, N.Y.

250 RT. 100
P.O. BOX 281

THOMAS E. CHIAVERINI
Superintendent of Highways

LOUIS N. NOTO, JR.
Deputy Supt. of Highways



MEMO TO: SUPERVISOR
TOWN BOARD

FROM: THOMAS E. CHIAVERINI
SUPT. OF HIGHWAYS

DATE: OCTOBER 4, 2018

RE: To Purchase 2018 RAM 3500 4x4 Dual Rear Wheel 60in Cab Chassis/Utility
Body w/Plow - Use up to \$7,000.00 out of Fund Balance

The Superintendent of Highways request permission to purchase (1) One New 2018
RAM 3500 HD 4x4 Dual Rear Wheel 60in Cab Chassis/Utility Body with Plow from Robert
Green Truck Division Route 17 East Exit 107, PO Box 8002 Rock Hill, NY 12775 at the cost of
\$52,331.00 off the Onondaga City Bid #7974 for Trucks and Truck Equipment.

Permission to use up to \$7,000.00 from Fund Balance resulting from 2017 Sales of Surplus
Equipment and Scrap Metal.

If you should have any questions please feel free to contact me.

Yours truly,

Thomas E. Chiaverini
Supt. of Highways

PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5366
Fax
(914) 277-4093

Town of Somers

WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589
www.somersny.com

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syrette Dym, AICP
Director of Planning
sdym@somersny.com

MEMORANDUM

TO: Town Board

FROM: Syrette Dym, Director of Planning

DATE: October 10, 2018

RE: NYSERDA Grant for Two Electric Vehicles

The Town received a \$50,000 grant from NYSERDA to purchase two electric vehicles. The cars to be purchased are a Chevy Volt for \$29,895 and a Police Hybrid Sedan for \$27,000 for a total of \$56,895. The grant indicated that the Town would fund the additional \$6,895 required to purchase the two vehicles.

The grant identified that two electric charging stations would be paid for and constructed by the Town to service the two new vehicles. The cost to the Town of the prior built charging station based on a Vendor Activity Report of 3/11/17 was \$744 for the one charging station in the Townhouse parking lot. Therefore, two new charging stations will cost in the vicinity of \$1,488. So the excess vehicle cost of \$6,895 and the vehicle charging station cost of \$1,488 represents the additional cost to the Town of **a total of \$8,383.**

The Town Board is being asked to authorize the Supervisor to execute the grant agreement.

Cc: Kim DeLucia
Patricia Kalba
Roland Baroni
Bob Kehoe

Sent to
TB, TA, TC
10/9/18
KD

**New York State Energy Research and Development Authority
("NYSERDA")**

AGREEMENT

1. Agreement Number: 129510
2. Contractor: Town of Somers
3. Project Director: Rick Morrissey
4. Effective Date: October 31, 2018
5. Total Amount of Award: \$50,000
6. Project Period: October 31, 2018 – September 30, 2021
7. Commitment Terms and Conditions

This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions;
- Exhibit D, Prompt Payment Policy Statement; and
- Exhibit E, Metrics Reporting Instructions.

8. ACCEPTANCE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNLESS EXECUTED BELOW BY NYSERDA.

TOWN OF SOMERS

**NEW YORK STATE ENERGY RESEARCH
AND DEVELOPMENT AUTHORITY**

Signature: _____

Signature: _____

Name: _____

Cheryl M. Glanton
Director of Contract Management

Title: _____

STATE OF)
) SS.:
COUNTY OF)

On the ____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the document.

Notary Public

Exhibit A – Statement of Work
Clean Energy Communities (CEC) Program
Town of Somers
CEC500636/Contract 129510

Project Background

The Town of Somers (hereafter, the “Contractor” and the “Town”) will decommission a minimum of two (2) older, inefficient vehicles and purchase and replace with two (2) clean energy vehicles to add to the Town's fleet. In addition to purchasing the vehicles, the Town will install two (2) municipal charging stations; one (1) for municipal use and one (1) for public use. At least one of the charging station will have two (2) ports.. The Contractor has committed to cover any costs above the NYSERDA award in order to complete the project.

Under this Agreement, the Contractor shall:

Component 1: Purchase a minimum of two (2), new clean energy vehicles and decommission a minimum of two (2) existing, gasoline-fueled vehicles from its current fleet. The vehicles selected must be approved by the Project Manager as directed under Task 2.0 (Design Component) of this Agreement. The vehicles to be purchased must meet the Vehicle Minimum Requirements as outlined in this Agreement.

Component 2: The Contractor shall install two (2) level two Electric Vehicle Charging Stations. One will be for municipal use. The second one will be for both municipal and public use.

Definitions

Contractor Team: At the beginning of the Project Period, the Contractor Team for this Agreement shall consist of the Contractor. Any additional Subcontractors that were not identified in the Clean Energy Community Grant Application shall be identified and selected in accordance with Article V of this Agreement and shall be promptly communicated to the NYSERDA Project Manager. The Contractor shall have the sole responsibility for satisfactory completion of all Tasks and Deliverables outlined in this Agreement.

NYSERDA Project Manager: NYSERDA shall assign a staff member as the NYSERDA Project Manager, designated to oversee and serve as the main point of contact for the Contractor. The NYSERDA Project Manager shall review Deliverables and provide direction to the Contractor in a streamlined fashion. The NYSERDA Project Manager shall be responsible for approving Deliverables and ensuring compliance with this Statement of Work.

Metrics Report: The Contractor shall provide preliminary (design) and final (completion) quantified documentation of the benefits of the project, including Greenhouse gas reductions and energy savings, determined and documented as outlined in Exhibit E, Metrics Reporting Instructions. NYSERDA shall use the Metrics Report to: assess activities in the project, capture the extent of benefits delivered, and gauge performance of the project and of the CEC Program.

Deliverable Review Process

The Contractor shall submit all Deliverables outlined in this Agreement to the NYSERDA Project Manager once a Task is completed. The Contractor shall submit all Deliverables in Microsoft Word, Microsoft Excel, and/or PDF format (or other format as identified in the Tasks below). Within thirty (30) business days of receipt of each Deliverable, the NYSERDA Project Manager shall provide comments to the Contractor or, if the Deliverable is acceptable, the NYSERDA Project Manager shall provide final approval. The Contractor shall prepare revisions to the Deliverable reflecting the NYSERDA Project Manager's comments, and resubmit any revised Deliverable within thirty (30) business days after receipt of these comments. All Deliverables shall not be considered final unless approved by the NYSERDA Project Manager in writing to the Contractor.

Minimum Performance Requirements

Listed below are the minimum performance requirements for efforts and/or technologies funded under this Agreement. NYSERDA will consider written requests for modifications to the minimum requirements, however modifications are subject to NYSERDA review and approval. The Contractor may propose a project based on previous design efforts, but the project must meet the Minimum Performance Requirements. Implementation or installation must occur after approval of the design. Previous design services, installed, or implemented measures or project elements will not be funded under this Contract. The NYSERDA Project Manager will schedule routine conference calls to ensure the project is on track and meet the required guidelines.

Electric Vehicle Supply Equipment (EVSE) Minimum Performance Requirements:

- Electric vehicle charging stations must consist of either two (2) or more Level 2 charging ports or one (1) or more direct current (DC) fast charge ports.
- Level 2 stations must have a SAE J1772 connector.
http://standards.sae.org/j1772_201001/. DC fast charge stations must have both a CHAdeMO <https://www.chademo.com/> and SAE J1772 Combo connector http://standards.sae.org/j1772_201001/.
- Charging stations shall be available to the public and/or for municipal fleet use.
- The equipment may be either owned or leased by the municipality;
- Not more than \$10,000 of NYSERDA payments may be made per charging port for Level 2 stations. For DC fast charge stations, not more than \$40,000 per charging port will be paid.
- Equipment must be in continuous use for a period of at least four (4) years.
- For more information on electric vehicle charging station design best practices, please visit <https://www.nysenda.ny.gov/Researchers-and-Policymakers/Electric-Vehicles/Info/Installers-and-Inspectors>.

Suggested guidelines for EVSE

- It is preferred that stations are "networked" stations that can collect usage data, but is not required under this contract.

Vehicle Minimum Performance Requirements:

- Qualifying alternative fuel vehicles include plug-in electric vehicles, compressed natural gas (CNG) vehicles, or hydrogen fuel cell vehicles.
- Vehicles must be manufactured for use primarily on public streets, roads, and highways and have a maximum speed capability of at least fifty-five miles per hour.
- Vehicles must be in continuous use by the municipality for a period of at least four (4) years.

Total Contract Award

The total NYSERDA award amount and the total project cost for all Tasks shall not exceed the amount identified in the Milestone Payment Table below. All cost overruns shall be the sole responsibility of the Contractor.

Tasks

The Contractor is solely responsible for all Tasks in this Statement of Work. Submission of deliverables to NYSERDA electronically (by email or via Salesforce) constitutes certification of the veracity of information contained therein, and compliance with Minimum Performance Requirements as identified in this Agreement. The Contractor shall conduct all work as outlined in the following Tasks:

Task 1.0: Executed Agreement

The Contractor shall submit documentation attesting to agreement to perform the project according to the Performance Requirements and terms and conditions of the Agreement.

Deliverables:

- 1.0 Submit invoice that executed Agreement as outlined under Task 1.0 above is completed.

Task 2.0: Design Phase

The Contractor shall complete the design/specifications and then the metrics workbook in accordance with Exhibit E, Metrics Reporting Instructions. The Task 2 Design Metrics Submittal shall be completed to demonstrate that the design/specifications meets the Minimum Performance Requirements described above and data collected to the level of detail needed to estimate the energy and greenhouse gas (GHG) savings benefits. Throughout the term of the contract, any deviations from the approved Minimum Performance Requirements and the implemented project shall be approved in writing by the NYSERDA Project Manager. By request, NYSERDA reserves the right to obtain and review design/specifications.

Deliverables:

- 2.0 Design Metrics Submittal, completed metrics workbook (in Excel format) and any required additional documentation.

***GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS UNDER THIS AGREEMENT WITHOUT WRITTEN**

PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA'S SOLE DISCRETION.

Task 3.0: Implementation Phase

The Contractor shall complete the Task 3 - 50% Implementation Submittal in accordance with Exhibit E, Metrics Reporting Instructions, documenting that purchase orders or equivalent have been issued, the project meets Minimum Performance Requirements, and 50% of the Project is complete.

Upon request, the Contractor must provide documentation illustrating that 50% of the project has been completed (*e.g.*, photos, invoices, specifications or reports). If requested, the Contractor shall coordinate with the NYSERDA Project Manager to schedule a date for a site inspection. For outreach and planning activities (where applicable), the Contractor shall provide documentation of public outreach conducted and a draft version of the Plan. NYSERDA may also request documentation outlining the municipality's competitive procurement process.

Deliverable:

3.0 50% Implementation Submittal and other documentation (where applicable).

Task 4.0: Project Completion

The Contractor shall complete the Task 4 - Project Completion Submittal(s) in accordance with Exhibit E, Metrics Reporting Instructions. This submittal documents final metrics data, verifies that the project is complete and the design/specifications meet the project Minimum Performance Requirements. For outreach and planning activities (where applicable), the Contractor shall provide a final report and/or Plan.

Site Inspection: If requested, the Contractor shall coordinate with the NYSERDA Project Manager to schedule a date for a site inspection upon the completion of the Project. NYSERDA may also request applicable documentation including, but not limited to photos of the funded project components.

Deliverable:

4.0 Project Completion Submittal(s), final metrics workbook (in excel format), and other documentation (where applicable) as outlined under Task 4.0 above.

Milestone Payment Table

The project milestones and schedule of payments is shown below. Any adjustments to the milestone deliverable dates must be approved in writing by the NYSERDA Project Manager. The Contractor shall submit invoices for payment of a completed milestone once the associated Deliverable(s) is approved by the NYSERDA Project Manager. Invoices shall be submitted in a template provided by NYSERDA and as outlined in Article IV of the Agreement. NYSERDA funding shall not exceed 100% of the cost of any milestone. NYSERDA is not responsible for any Deliverable costs that are greater than the NYSERDA contribution for each milestone. If the

Contractor fails to complete the project or any milestone of the project, funds disbursed shall be subject to recapture as outlined in Section 2.03 under Exhibit B.

NYSERDA CEC grant funds shall only cover the cost of the project after any other incentives (private, state, federal, etc.) received by the Contractor are removed.

It is NYSERDA's expectation that all dollars awarded under this contract will be used to support clean energy projects. Should Contractor find available funds, for example, through cost savings achieved in performance of the Statement of Work, Contractor agrees to use those funds for clean energy projects.

Milestone #	Milestone Dates	Deliverable Description	NYSERDA Contribution (%) (Not to Exceed)	NYSERDA Contribution (%) (Not to Exceed)	NYSERDA Contribution (\$)(Not to Exceed)	Total
1	Q4 2018	Executed Contract	25%	25%	Project Component 1	\$12,500.00
					\$6,250.00	
					Project Component 2	
					\$6,250.00	
Design Phase						
2.1	Q1 2019	Design Phase – Component 1	0%	0%	\$0.00	\$0.00
2.2	Q1 2019	Design Phase – Component 2	0%	0%	\$0.00	\$0.00
Implementation Phase						
3.1	n/a	Implementation Phase - Component 1	0%	0%	\$0.00	\$0.00
3.2	n/a	Implementation Phase - Component 2	0%	0%	\$0.00	\$0.00
Project Completion						
4.1	Q3 2020	Project Completion - Component 1	38%	38%	\$18,750.00	\$18,750.00
4.2	Q3 2020	Project Completion - Component 2	38%	38%	\$18,750.00	\$18,750.00
		Total Project Budget	100%	100%	\$50,000.00	\$50,000.00

EXHIBIT B

GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

Article I

Definitions

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Agreement, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

(a) General Definitions:

Agreement: This Agreement shall consist of Page One and Exhibits noted thereon, all of which are made a part hereof as if set forth here in full.

Budget: The Budget set forth at Exhibit A hereto.

Cash-based Expenses: Those obligations of Contractor that shall be settled in cash.

Contract Administrator: NYSERDA's Director of Contract Management, Cheryl M. Glanton, or such other person who may be designated, in writing, by NYSERDA.

Contract Information: Recorded information regardless of form or characteristic first produced in the performance of this Agreement, that is specified to be compiled under this Agreement, specified to be delivered under this Agreement, or that is actually delivered in connection with this Agreement, and including the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable.

Proprietary Information: Recorded information regardless of form or characteristic, produced or developed outside the scope of this Agreement and without NYSERDA financial support, provided that such information is not generally known or available from other sources without obligation concerning their confidentiality; has not been made available by the owner to others without obligation concerning its confidentiality; and is not already available to NYSERDA without obligation concerning its confidentiality. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable, be considered Proprietary Information.

Person: An individual, a corporation, an association or partnership, an organization, a business or a government or political subdivision thereof, or any governmental agency or instrumentality.

Responsible: Responsible or Responsibility means the financial ability, legal capacity, integrity and past performance of Contractor and as such terms have been interpreted relative to public procurements. See NYS Finance Law Section 163(1)(c).

Statement of Work: The Statement of Work attached hereto as Exhibit A.

Subcontract: An agreement for the performance of Work by a Subcontractor, including any purchase order for the procurement of permanent equipment or expendable supplies in connection with the Work.

Subcontractor: A person who performs Work directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor) but not including any employees of the Contractor or the Subcontractors.

Work: The Work described in the Exhibit A (including the procurement of equipment and supplies in connection therewith) and the performance of all other requirements imposed upon the Contractor under this Agreement

Article II

Performance of Work

Section 2.01. Manner of Performance. Subject to the provisions of Article XII hereof, the Contractor shall perform all of the Work described in the Statement of Work, or cause such Work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Contractor shall perform the Work in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described in the Statement of Work. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the Work in accordance with this Agreement.

Section 2.02. Project Personnel. It is understood and agreed that the Project Director identified at Item 3, Page One of this Agreement shall be responsible for the overall supervision and conduct of the Work on behalf of the Contractor and that the persons described in the Statement of Work shall serve in the capacities described therein. Any change of Project Director by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty (30) days after receipt of request for approval by NYSERDA, the requested change in Project Director shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to thirty (30) days.

Section 2.03. Title to Equipment: Title shall vest in the Contractor to all equipment purchased hereunder.

- (a) If the Contractor fails to complete all Task(s) of this Agreement, the Contractor is subject to recapture of the full NYSERDA contribution under any tasks of the Agreement under which NYSERDA contributions have been made. NYSERDA reserves the right to pro-rate the final award amount if the completed project deviates from the proposed design submitted and approved in Task 2.
- (b) If the Contractor fails to own and operate the equipment installed under the terms of this Agreement for the duration specified under the Minimum Performance Requirements of this Agreement, the Contractor will be subject to the recapture of a portion of the value of the equipment purchased or leased under Task 3 of this Agreement. The recapture will be prorated based upon the amount of time the Contractor has kept the equipment in operation divided by the number of years the Contractor is required to operate the equipment according to the Minimum Performance Requirements under this Agreement, or as approved in writing by the NYSERDA Project Manager.

Recapture payment for the equipment sold, retired or disposed of, or time contractor does not comply with the reporting requirement outlined under the Minimum Performance Requirements under this Agreement = NYSERDA Funded Amount - (Total Project Value * percent of duration required under the Minimum Performance Requirements).

Article III

Deliverables

Section 3.01. Deliverables. All deliverables shall be provided in accordance with the Exhibit A, Statement of Work.

Article IV

Payment

Section 4.01. Payment Terms. In consideration for this Agreement and as NYSERDA's full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, NYSERDA shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page One of this Agreement. Subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D, payment will be made according to the Milestone Billing Events set forth in Exhibit A, Statement of Work.

Section 4.02. Payments.

(a) Invoicing: Subject to any applicable provisions set forth in Exhibit A, Statement of Work, at the completion of each Milestone Event, the Contractor shall submit the identified deliverables, including documentation reasonably sufficient to demonstrate completion and evidence of the Contractor's cost share, if applicable, and may request payment by NYSERDA

of the amounts corresponding to the amounts indicated in Exhibit A, Statement of Work. The agreement number shown as Item 1 on page 1 of this Agreement, as well as the purchase order number, which will be generated and provided to the Contractor upon contract execution, should be referenced when submitting documentation of deliverables. Documentation shall be submitted electronically via email to the assigned Project Manager along with a statement "I hereby request that upon NYSERDA's approval of these deliverable(s), payment of the corresponding milestone payment amount be made in accordance with NYSERDA's Prompt Payment Policy, as detailed in the NYSERDA agreement" or, if this project is managed through NYSERDA's Salesforce application, via NYSERDA's Salesforce Contractor Portal with the Contractor's log-in credentials.

Section 4.03. Final Payment. Upon final acceptance by NYSERDA of all deliverables contained in Exhibit A, Statement of Work, pursuant to Section 6.02 hereof, the Contractor shall submit an invoice for final payment with respect to the Work, together with such supporting information and documentation as, and in such form as, NYSERDA may require. All invoices for final payment hereunder must, under any and all circumstances, be received by NYSERDA within six (6) months following Acceptance of Work pursuant to Section 6.02 hereof. In accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy Statement, attached hereto as Exhibit D, NYSERDA shall pay to the Contractor within the prescribed time after receipt of such invoice for final payment, the total amount payable pursuant to Section 4.01 hereof, less all progress payments/milestone payments previously made to the Contractor with respect thereto and subject to the maximum commitment set forth in Section 4.06 hereof.

Section 4.04. Release by the Contractor. The acceptance by the Contractor of final payment shall release NYSERDA from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to this Agreement.

Section 4.05. Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to this Agreement, including without limitation, all data, bills, invoices, payrolls, time records, expense reports, subcontracting efforts and other documentation evidencing, or in any material way related to, Contractor's performance under this Agreement.

Section 4.06. Maximum Commitment. The maximum aggregate amount payable by NYSERDA to the Contractor shall be the amount appearing at Item 5 of page one of this Agreement. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

Section 4.07. Audit. NYSERDA shall have the right from time to time and at all reasonable times during the term of this Agreement and for the maintenance period set forth in Section 4.05 hereof to inspect and audit any and all books, accounts and records related to this Agreement or reasonably necessary to the performance of an audit at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.05 hereof. Any payment made under the Agreement shall be subject to retroactive reduction for

amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by NYSERDA, the State of New York or an agency of the United States not to constitute an allowable charge or cost hereunder.

Article V

Assignments, Subcontracts and Performance

Section 5.01. General Restrictions. Except as specifically provided otherwise in this Article, the assignment, transfer, conveyance, subcontracting or other disposal of this Agreement or any of the Contractor's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.

Section 5.02. Subcontract Procedures. Without relieving it of, or in any way limiting, its obligations to NYSERDA under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of materials or equipment. Except for a subcontractor or supplier specified in a team arrangement with the Contractor in the Contractor's original proposal, and except for any subcontract or order for equipment, supplies or materials from a single subcontractor or supplier totaling less than \$50,000, the Contractor shall select all subcontractors or suppliers through a process of competitive bidding or multi-source price review. A team arrangement is one where a subcontractor or supplier specified in the Contractor's proposal is performing a substantial portion of the Work and is making a substantial contribution to the management and/or design of the Project. In the event that a competitive bidding or multi-source price review is not feasible, the Contractor shall document an explanation for, and justification of, a sole source selection. The Contractor shall document the process by which a subcontractor or supplier is selected by making a record summarizing the nature and scope of the work, equipment, supplies or materials sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the subcontractor or supplier. An explanation for, and justification of, a sole source selection must identify why the work, equipment, supplies or materials involved are obtainable from or require a subcontractor with unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a subcontractor or supplier, and those set forth in Exhibit C to the extent required by law, and all other provisions now or hereafter required by law to be contained therein. Each Subcontract shall make express reference to this Agreement, and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. If this Agreement includes a provision requiring Contractor to make Payments to NYSERDA for the Sale or Licensing of a Product, each Subcontract shall include the provisions of Section 8.02, suitably modified to identify the parties. The Contractor shall submit to NYSERDA's Contract Administrator for review and written approval any subcontract(s) specified in the Statement of Work as requiring NYSERDA approval, including any replacements thereof.

Section 5.03. Performance. The Contractor shall promptly and diligently comply with its obligations under each Subcontract and shall take no action that would impair its rights thereunder. The Contractor shall take no action, and shall take all reasonable steps to prevent its Subcontractors from taking any action, that would impair NYSERDA's rights under this Agreement. The Contractor shall not assign, cancel or terminate any Subcontract without the prior written approval of NYSERDA's Contract Administrator as long as this Agreement remains in effect. Such approval shall not be unreasonably withheld and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval by NYSERDA, the requested assignment, cancellation, or termination of the Subcontract shall be considered approved by NYSERDA. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to sixty (60) days.

Article VI

Schedule: Acceptance of Work

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in the Statement of Work. The draft and final versions of all deliverables shall be submitted by the dates specified in the Exhibit A Schedule. It is understood and agreed that the delivery of the draft and final versions of such deliverables by the Contractor shall occur in a timely manner and in accordance with the requirements of the Exhibit A Schedule.

Section 6.02. Acceptance of Work. The completion of the Work shall be subject to acceptance by NYSERDA in writing of all deliverables as defined in Exhibit A, Statement of Work.

Article VII

Force Majeure

Section 7.01. Force Majeure. Neither party hereto shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of land or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes, or the delay or failure to perform by any Subcontractor by reason of any cause or circumstance beyond the reasonable control of such Subcontractor.

Article VIII

Rights in Information; Confidentiality

Section 8.01. Rights in Contract and Proprietary Information.

(a) All Contract Information shall be the property of NYSERDA. The Contractor shall not use Contract Information for any purpose other than to implement its obligations under this Agreement.

(b) All Proprietary Information shall be the property of Contractor.

(c) The use, public performance, reproduction, distribution, or modification of any materials used by Contractor in the performance of this Agreement does not and will not violate the rights of any third parties, including, but not limited to, copyrights, trademarks, service marks, publicity, or privacy. The Contractor shall be responsible for obtaining and paying for any necessary licenses to use any third-party content.

(d) The Contractor agrees that to the extent it receives or is given any information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon or instructions given by NYSERDA, unless another use is specifically authorized by prior written approval of the NYSERDA Project Manager. Contractor acknowledges that in the performance of the Work under this Agreement, Contractor may come into possession of personal information as that term is defined in Section 92 of the New York State Public Officers Law. Contractor agrees not to disclose any such information without the consent of NYSERDA.

Article IX

Warranties and Guarantees

Section 9.01. Warranties and Guarantees. The Contractor warrants and guarantees that:

(a) all information provided and all representations made by Contractor as a part of the Proposal Checklist or application, if any, submitted to NYSERDA in order to obtain this Agreement were, to the best of Contractor's knowledge, complete, true and accurate when provided or made;

(b) as of the Effective Date, it is financially and technically qualified to perform the Work, and is qualified to do business and is in good standing in all jurisdictions necessary for Contractor to perform its obligations under this Agreement;

(c) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this Agreement;

(d) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted scientific standards and engineering practices;

(e) all materials, equipment and workmanship furnished by it and by Subcontractors in performance of the Work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and engineering practices;

(f) neither the Contractor nor any of its employees, agents, representatives or servants has actual knowledge of any patent issued under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise interferes with any other right of any Person;

(g) to the best of Contractor's knowledge, there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or NYSERDA's rights hereunder;

(h) it has no actual knowledge that any information or document or statement furnished by the Contractor in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement not misleading, and that all facts have been disclosed that would materially adversely affect the Work;

(i) all information provided to NYSERDA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate;

(j) Contractor is familiar with and will comply with NYSERDA's Code of Conduct for Contractors, Consultants, and Vendors with respect to the performance of this Agreement (<http://www.nyserda.ny.gov/-/media/Files/About/Board-Governance/NYSERDA-Code-of-Conduct-Contractors.pdf>); and

(k) its rates for the indirect costs charged herein have been determined based on the Contractor's reasonably anticipated indirect costs during the term of the Agreement and calculated consistent with generally accepted accounting principles.

(l) Contractor shall at all times during the Agreement term remain Responsible, and Contractor agrees, if requested by NYSERDA, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

Article X

Indemnification

Section 10.01. Indemnification. The Contractor shall protect, indemnify and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to Contractor's or its Subcontractors' performance of this Agreement. The obligations of the Contractor under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

Article XI

Insurance

Section 11.01. Maintenance of Insurance; Policy Provisions. The Contractor, at no additional direct cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts specified in the Section hereof entitled Types of Insurance. All such insurance shall be evidenced by insurance policies, each of which shall:

(a) except policies in evidence of insurance required under Section 11.02(b), name or be endorsed to cover NYSERDA and the State of New York as additional insureds;

(b) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and

(c) be reasonably satisfactory to NYSERDA in all other respects.

Section 11.02. Types of Insurance. The types and amounts of insurance required to be maintained under this Article are as follows:

(a) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and

(b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.

Section 11.03. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to NYSERDA certificates of insurance issued by the respective insurers,

indicating the Agreement number thereon, evidencing the insurance required by Article XI hereof. In the event any policy furnished or carried pursuant to this Article will expire on a date prior to acceptance of the Work by NYSERDA pursuant to the section hereof entitled Acceptance of Work, the Contractor, not less than 15 days prior to such expiration date, shall deliver to NYSERDA certificates of insurance evidencing the renewal of such policies, and the Contractor shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, upon request the Contractor shall deliver to NYSERDA a certified copy of each policy.

Article XII

Stop Work Order; Termination; Non-Responsibility

Section 12.01. Stop Work Order.

(a) NYSERDA may at any time, by written Order to the Contractor, require the Contractor to stop all or any part of the Work called for by this Agreement for a period of up to ninety (90) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section. Upon receipt of such an Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Order during the period of work stoppage consistent with public health and safety. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, NYSERDA shall either:

- (i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or
- (ii) terminate the Work covered by such order as provided in the Termination Section of this Agreement.

(b) If a Stop Work Order issued under this Section is cancelled or the period of the Order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

- (i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement, and
- (ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA

decides the facts justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

(c) If a Stop Work Order is not cancelled and the Work covered by such Order is terminated, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

(d) Notwithstanding the provisions of this Section 12.01, the maximum amount payable by NYSERDA to the Contractor pursuant to this Section 12.01 shall not be increased or deemed to be increased except by specific written amendment hereto.

Section 12.02. Termination.

(a) This Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon ten (10) days prior written notice to the Contractor. In such event, payment shall be paid to the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance with the provisions of the Article hereof entitled Payment and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefore). Articles VIII, IX, and X shall survive any termination of this Agreement, and Article XVII shall survive until the payment obligations pursuant to Article VIII have been met.

(b) NYSERDA specifically reserves the right to terminate this agreement in the event that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k is found to have been intentionally false or intentionally incomplete, or that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a is found to have been intentionally false when made. Terminations under this subsection (b) will be effective upon Notice.

(c) Nothing in this Article shall preclude the Contractor from continuing to carry out the Work called for by the Agreement after receipt of a Stop Work Order or termination notice at its own election, provided that, if the Contractor so elects: (i) any such continuing Work after receipt of the Stop Work Order or termination notice shall be deemed not to be Work pursuant to the Agreement, and (ii) NYSERDA shall have no liability to the Contractor for any costs of the Work continuing after receipt of the Stop Work Order or termination notice.

Section 12.03 Suspension or Termination for Non-Responsibility.

(a) Suspension. NYSERDA, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the Responsibility of the Contractor. In the event of such suspension, the Contractor

will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as NYSERDA issues a written notice authorizing a resumption of performance under the Contract.

(b) Termination. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate NYSERDA officials or staff, this Agreement may be terminated by NYSERDA at the Contractor's expense where the Contractor is determined by NYSERDA to be non-Responsible. In such event, NYSERDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

Article XIII

Independent Contractor

Section 13.01. Independent Contractor. (a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by Contractor to perform the Work shall be Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

(b) Contractor expressly acknowledges NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, Contractor and/or Contractor's personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, Contractor expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon contractor's discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

Article XIV

Compliance with Certain Laws

Section 14.01. Laws of the State of New York. The Contractor shall comply with all of the requirements set forth in Exhibit C hereto.

Section 14.02. All Legal Provisions Deemed Included. It is the intent and understanding of the Contractor and NYSERDA that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or the Contractor, promptly be amended so as to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions.

Section 14.03. Other Legal Requirements. The references to particular laws of the State of New York in this Article, in Exhibit C and elsewhere in this Agreement are not intended to be exclusive and nothing contained in such Article, Exhibit and Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

Article XV

Notices, Entire Agreement, Amendment, Counterparts

Section 15.01. Notices.

(a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either:

1. via certified or registered United States mail, return receipt requested;
2. by facsimile transmission;
3. by personal delivery;
4. by expedited delivery service; or
5. by e-mail, return receipt requested.

Such notices shall be addressed as follows, or to such different addresses as the parties may from time-to-time designate as set forth in paragraph (c) below:

NYSERDA

Name: Cheryl M. Glanton

Title: Director of Contract Management

Address: 17 Columbia Circle, Albany, New York 12203

Facsimile Number: (518) 862-1091

E-Mail Address: Cheryl.Glanton@nyserda.ny.gov

Personal Delivery: Reception desk at the above address

Town of Somers

Name: Rick Morrissey

Title: Town Supervisor

Address: 335 Route 202, Somers, NY 10589

Facsimile Number: 914-277-3637

E-Mail Address: supervisor@somersny.com

(b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 15.02. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Contractor and supersedes all prior agreements and understandings relating to the subject matter hereof. Except as otherwise expressly provided for herein, this Agreement may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

Section 15.03. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Article XVI

Publicity

Section 16.01. Publicity.

(a) The Contractor shall collaborate with NYSERDA's Director of Communications to prepare any press release and to plan for any news conference concerning the Work. In addition the Contractor shall notify NYSERDA's Director of Communications regarding any media interview in which the Work is referred to or discussed.

(b) It is recognized that during the course of the Work under this Agreement, the Contractor or its employees may from time to time desire to publish information regarding scientific or technical developments made or conceived in the course of or under this Agreement. In any such information, the Contractor shall credit NYSERDA's funding participation in the

Project, and shall state that “NYSERDA has not reviewed the information contained herein, and the opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York.” Notwithstanding anything to the contrary contained herein, the Contractor shall have the right to use and freely disseminate project results for educational purposes, if applicable, consistent with the Contractor’s policies.

(c) Commercial promotional materials or advertisements produced by the Contractor shall credit NYSERDA, as stated above, and shall be submitted to NYSERDA for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by NYSERDA, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements without additional approvals for the credit, provided, however, that all such promotional materials or advertisements shall be submitted to NYSERDA prior to use for review, as stated above. Such approvals shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days. If NYSERDA and the Contractor do not agree on the wording of such credit in connection with such materials, the Contractor may use such materials, but agrees not to include such credit.

EXHIBIT C

REVISED 5/12

STANDARD TERMS AND CONDITIONS FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement:

1. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. **WAGE AND HOURS PROVISIONS.** If this is a public work Agreement covered by Article 8 of the Labor Law or a building service Agreement covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds \$5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information "confidential" or "proprietary" at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be

considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA's policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (<http://www.dos.ny.gov/about/foil2.html>) and NYSERDA's Regulations, Part 501 (<http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>)

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to NYSERDA's obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSERDA its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by Contractor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

8. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit C, the terms of this Exhibit C shall control.

9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

10. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete

upon Contractor's actual receipt of process or upon NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

15. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5884

<http://www.esd.ny.gov>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

16. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York

State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

18. PROCUREMENT LOBBYING. To the extent this Agreement is a “procurement contract” as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSERDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services:

- a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).
- b) Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).
- c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law (See www.ogs.ny.gov/about/regs/ida.asp).

EXHIBIT D

NYSERDA PROMPT PAYMENT POLICY STATEMENT

504.1. Purpose and Applicability. (a) The purpose of this Exhibit is to provide a description of Part 504 of NYSERDA's regulations, which consists of NYSERDA's policy for making payment promptly on amounts properly due and owing by NYSERDA under this Agreement. The section numbers used in this document correspond to the section numbers appearing in Part 504 of the regulations. (This is only a summary; the full text of Part 504 can be accessed at: (<http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>))

(b) This Exhibit applies generally to payments due and owing by the NYSERDA to the Contractor pursuant to this Agreement. However, this Exhibit does not apply to Payments due and owing when NYSERDA is exercising a Set-Off against all or part of the Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

504.2. Definitions. Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in this Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Date of Payment" means the date on which NYSERDA requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a Payment.

(b) "Designated Payment Office" means the Office of NYSERDA's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(c) "Payment" means payment properly due and owing to Contractor pursuant to Article IV, Exhibit B of this Agreement.

(d) "Prompt Payment" means a Payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Exhibit in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(e) "Payment Due Date" means the date by which the Date of Payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Exhibit, in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(f) "Proper Invoice" means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.

(g)(1) "Receipt of an Invoice" means:

(i) if the Payment is one for which an invoice is required, the later of:

(a) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

(b) the date by which, during normal business hours, NYSERDA has actually received all the purchased goods, property or services covered by a Proper Invoice previously received in the Designated Payment Office.

(ii) if the Agreement provides that a Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(h) "Set-off" means the reduction by NYSERDA of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to NYSERDA.

504.3. Prompt Payment Schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Exhibit, the Date of Payment by NYSERDA of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

504.4. Payment Procedures.

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

(1) any defects in the delivered goods, property or services;

(2) any defects in the invoice; or

(3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If NYSERDA fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the Contractor. If NYSERDA fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, NYSERDA shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

504.5. Exceptions and Extension of Payment Due Date. NYSERDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the Payment Due Date:

(a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by this Agreement or other State or Federal mandate has not been submitted to NYSERDA on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to NYSERDA and the date when NYSERDA has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate, whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by this Agreement or by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSERDA has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when the State or Federal agency, or other contributing party to the Contract, has completed the

inspection, advised NYSERDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which Payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to NYSERDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when such funds are made available to NYSERDA.

504.6. Interest Eligibility and Computation. If NYSERDA fails to make Prompt Payment, NYSERDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars (\$10.00). Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

504.7. Sources of Funds to Pay Interest. Any interest payable by NYSERDA pursuant to Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

504.8. Incorporation of Prompt Payment Policy Statement into Contracts. The provisions of this Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

504.9. Notice of Objection. Contractor may object to any action taken by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Exhibit B to this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

504.10. Judicial Review. Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule, or regulation.

504.11. Court Action or Other Legal Processes.

(a) Notwithstanding any other law to the contrary, the liability of NYSERDA to make an interest payment to a Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

Exhibit E

Clean Energy Communities Program Metrics Reporting Instructions

Overview

This guide is designed to help customers of NYSERDA's Clean Energy Communities (CEC) Program develop the standardized metrics reporting that must be submitted as a preliminary document in Task 2 and as a final document in Task 4 with confirmed final benefits after implementation of their project. NYSERDA has prioritized CEC projects with continuing, on-going benefits. Therefore, NYSERDA expects all CEC investments to produce annual long-term environmental, community, and economic development benefits, which are to be measured using the metrics described below. All CEC customers are required to develop preliminary estimated metrics and submit these estimated values in the Design Metrics Submittal (Task 2). Each project requires a submittal once 50% of the project is complete (Task 3). The final Project Completion Submittal (Task 4) will incorporate any final changes to the project information and metrics and any required documentation to demonstrate that the project has been completed. NYSERDA will provide an Excel workbook (metrics workbook) to simplify and standardize project metric calculations.

CEC Program Performance Metrics

Required Performance Metrics (RPMs): NYSERDA will track the following metrics for all CEC grant projects to demonstrate CEC program values and progress. All CEC customers must quantify these project benefits for all the metrics applicable to the project. *It is not required that projects impact all metrics.* The RPMs are listed in the following table.

CEC Project Benefit Metrics	
Benefit/Metric	Unit
Economic	
Jobs created (permanent)	#
NYSERDA CEC Grant Amount (\$)	\$
Investment by Others (matching and leveraged funds to complete the project-Private investment)	\$
Conventional Energy Cost Savings (\$ / year)	\$/year
Energy	
Renewable Energy Installed Capacity (MW)	MW
Renewable Energy Annual Electric Generation / Savings (MWh)	MWh/yr.
Energy Efficiency Peak Demand Electric Savings (MW)	MW
Energy Efficiency Annual Electric Savings (MWh)	MWh/yr
Energy Efficiency Annual Natural Gas Savings (MMBtu)	MMBtu/yr
Energy Efficiency Annual Gasoline Savings (MMBtu)	MMBtu/yr
Energy Efficiency Annual Diesel Savings (MMBtu)	MMBtu/yr
Energy Efficiency Annual #2/Distillate Oil Savings (MMBtu)	MMBtu/yr
Energy Efficiency Annual #6/Residual Oil Savings (MMBtu)	MMBtu/yr
Energy Efficiency Annual Propane Savings (MMBtu)	MMBtu/yr
Energy Efficiency Annual Other Fuel Savings (MMBtu)	MMBtu/yr
Total Energy Savings (except electricity) (MMBtu/year)	MMBtu/yr
Sustainability	
GHG Savings (MTCDE / year)	MTCO2e/year
Vehicle Miles Reduced	mi/year

Instructions for Creating Metrics Reporting Submittals

Each CEC customer will be provided with a metrics workbook in Excel, which will include all assumptions, factors and calculations needed to quantify the RPMs and project specific performance requirements. The metrics workbook will include instructions for completion, including needed input data. The metrics workbook will provide emission factors and assumptions for different types of projects to quantify benefits consistently across the CEC program. The metrics workbook may be updated periodically, therefore the customer should confirm with NYSERDA that they have the latest version. The metrics workbook will also serve as the submittal for applicable tasks identified in the Agreement.

Task 2: Project Design Metrics

For each project, a Design Metrics Submittal will be completed under Task 2. The metrics workbook will provide instructions and input requirements to allow the customer to estimate metrics. Task 2 shall be completed when the project design is complete. As noted above, all benefits that will be achieved by the project are to be quantified with the RPMs that are applicable, using the metrics workbook supplied by NYSERDA.

The Design Metrics Submittal will serve as documentation that the project has been designed to the specification of the CEC program, the contract performance requirements and that the data provided to estimate benefits was based on the design. Upon request, the Contractor may be required to provide NYSERDA with project design documentation, which may include energy audits, contractor proposals, outreach or draft plans, or purchase orders. Depending on the number of types of projects within a contract, there may be one or more Task 2 Submittals to complete within the metrics workbook. Once the necessary data has been entered, the Task 2 Design Metrics Submittal sheet from the metrics workbook shall be submitted as a separate pdf to NYSERDA, with additional documentation if requested. The entire metrics workbook in Excel format shall also be submitted as part of Task 2, as required by the contract schedule.

Task 3: 50% Implementation

For each project, a 50% Implementation Submittal will be completed for Task 3. The metrics workbook will provide instructions and input requirements. This submittal will provide documentation that the project meets Minimum Performance Requirements and 50% of the project is complete. A project is considered to be at least 50% complete when equipment has been ordered and half of the equipment has been installed, or when half of the outreach or planning effort has been completed. Upon request, the Contractor may be required to provide NYSERDA with completed purchase orders, photographs of installed equipment, timesheets, meeting agendas, etc. to demonstrate that 50% of the project has been implemented. Depending on the number of types of projects within a contract, there may be one or more Task 3 Submittals to complete within the metrics workbook. Once the necessary data has been entered, the Task 3-50% Implementation Submittal sheet shall be submitted as a separate pdf to NYSERDA with additional documentation if requested.

Task 4: Project Completion Metrics

For each project, a Project Completion Submission with a final metrics workbook will be completed for Task 4. Once the project has been completed, the customer will use the metrics workbook to revise the RPM values if appropriate to reflect the final implementation of the project. The metrics workbook will provide instructions on input requirements.

This submittal will serve as the documentation that the project has been completed in accordance with the CEC program, the contract performance requirements and that the data provided to calculate the RPMs were based on the final implementation conditions. Upon request, the Contractor may be required to

provide NYSERDA with project completion documentation, such as executed contracts or purchase orders, photographs, and or final outreach or planning reports. Depending on the number of types of projects within a contract, there may be one or more Task 4 Submittals to complete within the metrics workbook. Once the necessary data has been entered, the Project Completion Metrics Submission sheet shall be submitted as a separate pdf to NYSERDA with additional documentation if requested. The final metrics workbook in Excel format shall also be submitted as part of Task 4, as required by the contract schedule.

Sent to:
TB, TA, TC
10/1/18
KD



Marilyn Murphy

October 1, 2018

Supervisor Rick Morrissey
Town of Somers
335 Route 202
Somers, New York 10589

Re: Letter of Resignation:

Dear Supervisor Morrissey:

Please accept this as a formal Notice of Resignation from the position of Planning Board Secretary effective immediately.

Working for the Town of Somers has been a wonderful experience especially working with the Planning Board and the amazing staff in the Planning and Engineering Office.

Sincerely,

A handwritten signature in blue ink that reads "Marilyn Murphy". The signature is fluid and cursive.

cc: Director of Planning
Town Clerk

Sent to
TE, TA, TC
10/3/18
KD

Kim DeLucia

From: Denise Schirmer
Sent: Wednesday, October 3, 2018 4:16 PM
To: Kim DeLucia
Cc: Rick Morrissey
Subject: Resignation - Somers Energy Environment Committee

Hi Kim,

For your files.

Thanks.

Denise

From: Marialisa
Sent: Wednesday, October 3, 2018 4:11 PM
To: Denise Schirmer <dschirmer@somersny.com>
Subject: SEEC

Please take note that, effective immediately, I will be resigning as an SEEC member. I would like to retain associate status. Thank you.

Marialisa

Marialisa Zywochenko
President
Cyrus Contracting Corporation
357 Adams Street, Suite One
Bedford Hills, NY 10507

Mobile: 914-787-0279
Facsimile: 888-718-7842
Email: marialisa@cyruscontracting.com
Please visit us at: www.cyruscontracting.com

Cyrus Contracting is proudly a minority, woman and veteran owned business.

Sent to:
TB, TA, TC
9/10/18
KD

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers
WESTCHESTER COUNTY, N.Y.

Telephone
(914) 277-5366
Fax
(914) 277-4093

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syrette Dym, AICP
Town Planner
sdym@somersny.com

Date: September 7, 2018
To: Town Board
From: Steven Woelfle *SW*
Principal Engineering Technician
RE: Luposello Wetland Permit #A753-114
TNC: 16.14-2-31
Erosion Control Bond - Transfer to General Fund

This office has been in the process of notifying applicants to request the return of their outstanding erosion control bonds that the Town has in the Trust and Agency Account. The Town attempted to contact Carl Luposello at however, the applicant no longer resides at the property address and the phone is no longer in service.

Therefore, this office believes that we have exhausted our attempts to locate the individual and suggests that the bond in the amount of \$100.00 be transferred to the General Fund.

Please be aware that in the event a payee does contact the Town at a future date for the return of the bond, it is my understanding that the bond can still be returned.

SW/wg

Enc.

cc: Town Clerk
Town Attorney
Director of Finance

Z:\PE\Financial\ECB\ECB to General Fund 9.7.2018.doc

Sent to: TB
TA
TC 9/10/18
KD

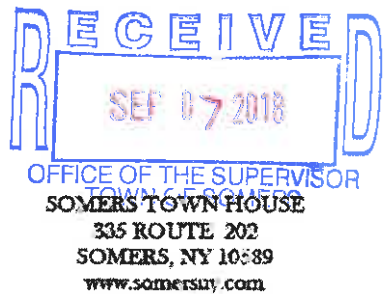
PLANNING AND ENGINEERING DEPARTMENTS

Telephone
(914) 277-5366
Fax
(914) 277-1033

Town of Somers
WESTCHESTER COUNTY, N.Y.



Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com



Syrette Dym, AICP
Town Planner
sdym@somersny.com

Date: September 7, 2018
To: Town Board
From: Steven Woelfle *SW*
Principal Engineering Technician
RE: **Shaw Erosion and Sediment Control/Tree Permit #AESCT2009-43**
TM: 16.10-3-40
Release of Erosion Control Bond
Check received November 23, 2009

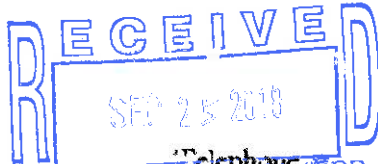
This office has no objection to the return of the Erosion Control Bond in the amount of \$200.00.

Please return to:

Geoffrey S. Shaw

SW/wg

cc: Town Clerk
Director of Finance
Geoffrey S. Shaw



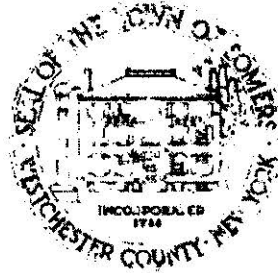
Telephone
914 277-5360
Fax
914 277-4990

Steven Woelfle
Principal Engineering Technician
swoelfle@somersny.com

Sent to:
TB, TA, TC
9/25/18 KO

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers
WESTCHESTER COUNTY, N.Y.



SOMERS TOWN HOUSE
385 ROUTE 202
SOMERS, NY 10589
www.somersny.com

Syrette Dym, AICP
Town Planner
sdym@somersny.com

Date: September 25, 2018
To: Town Board
From: Steven Woelfle
Principal Engineering Technician
RE: Grecco Wetland and Stormwater Management and Erosion and
Sediment Control Permit AWP/DESC#2017-17
TWS: 20.13-1-20
Release of Erosion Control Bond
Check received March 9, 2009

This office has no objection to the return of the Erosion Control Bond in the amount of \$300.00.

Please return to:

Nicky Crecco

SW/wg

cc: Town Clerk
Director of Finance
Nicky Crecco



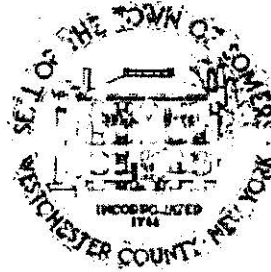
Sent to:
TB/TA/TC 9/21/18 KD

PLANNING AND ENGINEERING DEPARTMENTS

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589
www.somersny.com

Steven Wozniak
Principal Engineering Technician
swozniak@somersny.com



Suzette Dym, AICP
Town Planner
sdym@somersny.com

Date: September 20, 2018
To: Director of Finance T10(914)
From: Wendy Getting
Senior Office Assistant
RE: Erosion Control Bond
Sullivan Wetland Permit
Tel: 27.05-1-49

Attached is a check in the amount of \$300.00 posted by David Sullivan,
in payment of an Erosion Control Bond.

Att.
cc: Town Board
Town Clerk

Sent to:
TB, TA, TC
9/29/18
KD

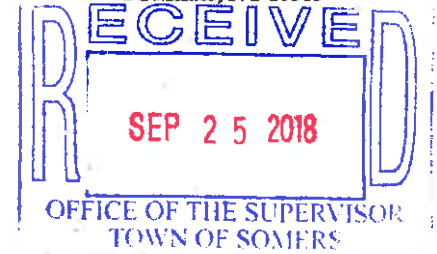
OFFICE OF THE SUPERVISOR

Telephone
(914) 277-3637
Fax
(914) 276-0082

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
335 ROUTE 202
SOMERS, NY 10589

RICK MORRISSEY
SUPERVISOR



**Application to Reserve Temporary Use of the Somers
Town House Green for a Permitted Holiday Display**

Name of Organization: The Jews of Somers

Address: c/o Mitch Kaufman

Telephone Number: _____ E-mail: _____

Alternate Name: _____

Address _____

Telephone Number: _____ E-mail: _____

General Description of Display: Town Menorah

Duration of Display (beginning and ending): Dec 1st, 2018 - Jan 5th, 2019

Requested Area for Use: Lawn of The Elephant Hotel


Signature of Applicant

Town Board Action

Mitchell F. Kaufman
Print Name

Sept, 21st, 2018

10/1 R/F
Sent to:
TB, TA, TC
10/9/18
KO



Msgr. Raymond M. Collins, Council 6205
P. O. Box 44
Somers, NY 10589



September 26, 2018

Mr. Rick Morrissey
Town Supervisor
335 Route 202
Somers, NY 10589

Dear Mr. Morrissey:

As we have done since 2013, the members of the Msgr. Raymond M. Collins Council of the Knights of Columbus respectfully request permission to erect a temporary illuminated Nativity Scene during the Christmas holiday season from December 2, 2018 through January 8, 2019. Attached is the completed *Application to Reserve Temporary Use of the Somers Town Green House for a Permitted Holiday Display*.

The proposed Nativity Scene is the same as the one used last year and is approximately 2.6m wide x 2.3m tall x 0.6m deep. The Council will pay the costs of purchasing and erecting the Nativity Scene. A single floodlight will light the proposed display. We will pay for all electrical costs associated with the display. Additionally, the Council will be responsible for putting up and taking down the display. No assistance from government employees will be required.

Please advise if any insurance will be required, the reason for said insurance, and the amount. The Council is willing to pay all *reasonable* costs associated with its temporary display. We are also willing to post a sign at the display, which will state clearly that it is the Council's private display and not the display of the Town of Somers, or any other government entity. The Council is willing to coordinate and cooperate with the Town of Somers on the content, size and location of the sign.

Your favorable consideration of our request will be greatly appreciated.

Sincerely yours,

A handwritten signature in black ink that reads "D. Crilly".
Dennis J. Crilly
Past Grand Knight

Attachment

OFFICE OF THE SUPERVISOR

Telephone
(914) 277-8637
Fax
(914) 276-0082

Town of Somers
WESTCHESTER COUNTY, N.Y.

SOMERS TOWN HOUSE
385 ROUTE 202
SOMERS, NY 10589

RICK MORRISSEY
SUPERVISOR



**Application to Reserve Temporary Use of the Somers
Town House Green for a Permitted Holiday Display**

Name of Organization: **Knights of Columbus - Msgr. Raymond Collins Council**

Address: **P.O. Box 44, Somers, NY 10589**

Telephone Number: **914-277-4095** E-mail: **djcrilly@att.net**

Alternate Name: **Dennis J. Crilly**

Address:

Telephone Number: **914-277-4095** E-mail: **djcrilly@att.net**

General Description of Display: **A temporary illuminated Nativity Scene
approximately 2.6m wide x 2.3m tall x 0.6m deep**

Duration of Display (beginning and ending): **12/2/18 - 1/8/19**

Requested Area for Use: **Somers Town House Green**

Town Board Action

Print Name

September 26, 2018

Date

Date

Z:\Supervisor\isherry\Barbara\My Documents\Town House Green Permit Applic.doc

Miniature Medium Large **Life Size!**

The life size nativity set was new in 2009. It is hard work to get these made and boxed up, but it is just amazing to see the nativity displayed in this size. It is totally worth the effort. If you've got the budget and the space (not only display space, but also think about storage space because the box is huge) this is a wonderful display. Most of the Life Size nativity sets I've sold have gone to churches, hospitals, schools & nursing homes (one went to a military base in Texas, which I thought was cool). But several have gone to homeowners and they have been very happy.



102" wide x 92" tall (to top of star) x 24" deep

The life size nativity comes with a donkey.

To order, please [click here](#)

- Box is 48"x 90" x 6" and it weighs about 120 lbs (or more if you order any Additional Characters). It comes strapped to a 4'x8' wooden pallet.
 - Made from 13mm, 16mm & 19mm with critical areas reinforced with an extra 16mm. This should last long enough to become an heirloom.
 - Can be assembled in just a few minutes
 - No fasteners or screws of any kind are required. Joints slide together and are secured in place by 4 tie-down points and stakes hammered into your soil. Ropes & stakes are provided (but if your soil is particularly sandy or wet, you may need to get larger stakes).
 - I do recommend that the nativity set be tethered for extra protection. I provide instructions and the supplies needed to do that.
 - Cost 987 + Shipping
- I calculate shipping costs separately for each Life Size nativity order. Please email me your shipping address and the list of what items you are interested in ordering. I will get you a shipping quote and then we can arrange payment. (Please note that including "Additional Characters" with your order will only minimally affect your shipping costs, but shipping them separately later will cost as much as shipping the nativity alone. So if you think you may eventually want Additional Characters, I would recommend getting them with your nativity, so we can just add them to your box and save you the money.)

Beautifully detailed life size outdoor nativity silhouette, made from the highest quality marine grade solid PVC available. Designed and manufactured in the USA. 102" wide x 92" tall (to top of star) x 24" deep.

Sent to:
TB, TA, TC 9/29/18 KD

Rick Morrissey

From: Frederic Peace
Sent: Friday, September 28, 2018 11:46 AM
To: Rick Morrissey
Subject: BAR Status

Rick, I would be happy to remain on the BAR for another term.

Ric Peace

Sent to:
TB, TA, TC
10/9/18
KD



American Archives Month



The National Archives is celebrating American Archives Month throughout October. Join us to learn more about how our staff make your history accessible to you! Follow us on social media and share your archives stories using the hashtag #ArchivesMonth.

Join us on Twitter Wednesday, October 3, for **#AskAnArchivist** Day as staff from across the nation, including our Presidential Libraries, talk about what it's like to be an archivist at the National Archives. Pieces of History will be hosting a series of blog posts highlighting the work of our staff, along with some special videos. On Instagram, staff will take over and share photos of their day and the fascinating records they come across.

The National Archives will also be hosting our annual virtual Genealogy Fair on October 24. Tune into Youtube as our experts discuss family history research in Federal records—and answer your questions in real time.