

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

**AGREEMENT**

1. Agreement Number: TBD
2. Contractor: Town of Pound Ridge
3. Project Director: Bob Siegel
4. Effective Date: 05/01/2023
5. Total Amount of Award: \$5,400.00
6. Project Period: 05/01/2023 - 12/31/2024
7. Expiration Date: 03/31/2025
8. 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

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

**TOWN OF POUND RIDGE**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_

NYSERDA Authorized Signatory

**Exhibit A – Statement of Work**  
**Clean Energy Communities (CEC) Program**  
Town of Pound Ridge  
CEC500674

**Project Background**

Launched in August 2016, the NYSERDA Clean Energy Communities program provides grants and recognition to local governments that demonstrate leadership by completing NYSERDA-selected high-impact actions.

Town of Pound Ridge (hereafter, the “Contractor”) has made important strides in the area of clean energy and has met the requirements for grant funding under the Clean Energy Communities program. This funding is to be used for the clean energy project(s) described in this agreement. The funding is intended to reduce greenhouse gas emissions and contribute to New York State clean energy goals.

This agreement describes the general terms and conditions under which the Contractor agrees to plan and implement a Clean Energy Communities grant project. Each project will consist of one or more components. Each component will have a Planning Phase and a Completion Phase.

At the request of the Contractor, the scope of this project includes conducting one or more Clean Energy Communities (CEC) Energy Studies. The study(ies) will be prepared by a third-party vendor working on NYSERDA's behalf. This cost will be paid directly by NYSERDA to the third-party vendor. An amount equal to the cost of the CEC Energy Study(ies) has been deducted from the original grant award. This deduction is reflected in the Total Amount of Award listed at that top of this contract.

Under this agreement, the Contractor shall implement the following component(s):

**Project Component: Clean Energy Communities (CEC) Energy Study(ies)**

The Contractor shall take reasonable efforts to assist the NYSERDA-assigned vendor to complete a CEC Energy Study for the following facility(ies):

- Pound Ridge Town House located at 179 Westchester Ave, Pound Ridge, NY 10576.

The Contractor shall take reasonable efforts to assist the NYSERDA-assigned vendor at the vendor’s direction to complete the study, including but not limited to:

- Conducting a comprehensive walk through of the identified facility(ies)
- Interviewing site staff
- Collecting equipment nameplate and operational data
- Collecting and conducting utility bill analysis of no less than 12-months of use data
- Preparing an energy study report to be circulated among elected officials and staff
- Conducting a debrief with municipal officials to review the findings and recommendations presented in the r

### **Project Component: Building Upgrades**

NYSERDA Project Manager approval of Task 1.0 Planning Phase of this Agreement before the commencement of this project component.

The following energy upgrades shall be implemented at Pound Ridge Town House, 179 Westchester Ave, Pound Ridge, NY 10576

- Eligible measures recommended in a CEC Energy Study.

### **Definitions**

**Contractor Team:** At the beginning of the Project Period, the Contractor Team for this Agreement shall consist of the Contractor. Subcontractors selected to work on this CEC grant project 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 Workbook:** After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase (Task 2) to confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format as outlined in Exhibit E, Metrics Workbook.

### **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.

**Project Component: Building Upgrades**

Requirements for this component:

The funding may be used for the following purposes:

- Measures that are recommended in a NYSERDA Clean Energy Communities (CEC) Energy Study including:
  - Lighting upgrades and lighting controls - indoor and outdoor
  - High-efficiency motors, motor controls, variable speed drives
  - Heating, ventilation & air conditioning (HVAC) improvements: central boiler / chiller plant replacement
  - Building shell
  - Energy management / building management systems (EMS/BMS)
  - Demand Control Ventilation
  - Solar thermal
  - Water and Wastewater Treatment Process Improvements

The building, facility, and installed equipment must be owned by the Contractor.

NYSERDA will only pay for the cost of the project, after incentives, and reserves the right to withhold payments until confirmed.

The Contractor may determine which eligible upgrades to implement provided the upgrades are recommended in an CEC Energy Study.

**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: Planning Phase**

The Contractor shall complete the design/specifications and then the Metrics Workbook in accordance with Exhibit E, Metrics Workbook. The Task 1 Planning Phase Metrics Workbook submittal shall be completed to demonstrate that the design/specifications meet 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.

**Task 1.0 Deliverables:**

**Project Component: Clean Energy Communities (CEC) Energy Study(ies)**

Deliverables for this component:

- Copy of email from NYSERDA-assigned vendor to Contractor confirming that all facility walk-throughs have been completed.

**Project Component: Building Upgrades**

Deliverables for this component:

- Executed contracts providing for the implementation of Building Upgrades that meet all requirements, or comparable information.
- Metrics Workbook (in Excel format) reflecting the design and specifications of work to be performed.
- Copy of the CEC Energy Study(ies) or ASHRAE Level II or III Energy Audit(s).

**\*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 2.0: Project Completion**

The Contractor shall complete the Task 2 - Project Completion Metrics Workbook submittal(s) in accordance with Exhibit E, Metrics Workbook. This submittal documents final metrics data, verifies that the project is complete and the design/specifications meet the project Minimum Performance Requirements.

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.

**Task 2.0 Deliverables:**

**Project Component: Clean Energy Communities (CEC) Energy Study(ies)**

Deliverables for this component:

- Copy of the final CEC Energy Study(ies). Submission of a CEC Energy Study constitutes acceptance of the study by the Contractor.

**Project Component: Building Upgrades Implementation**

Deliverables for this component:

- Final paid invoices
- Metrics Workbook (in Excel format) reflecting the design and specifications of work as built.

- ASHP incentive program applications or comparable information, if applicable.
- GSHP incentive program applications or comparable information, if applicable.
- Additional incentive program applications or comparable information, if applicable

**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)
<b>Project Plan Phase</b>			
1	9/30/2023	Planning Phase – CEC Energy Study(ies)	\$0.00
1	9/30/2023	Planning Phase – Building Upgrades	\$1,350.00
<b>Project Completion Phase</b>			
2	12/31/2024	Planning Phase – CEC Energy Study(ies)	\$0.00
2	12/31/2024	Completion Phase – Building Upgrades	\$4,050.00
		<b>Total Project Budget</b>	<b>\$5,400.00</b>

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 the 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.

**Expiration Date:** The date, located on Page One, Item No. 7, beyond which any funding balances will be disencumbered, unless NYSERDA, in its sole discretion, elects to extend. Any extensions of this date are only effective if in writing.

**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 § 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.

[If cost-share is applicable, insert - It is understood and agreed that NYSERDA and the Contractor are sharing the costs for the Work to be performed.] 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. NYSERDA is not obligated to make any payments beyond the Expiration Date of this contract. Any funding balances will be disencumbered at that time, unless NYSERDA, in its sole discretion, elects to extend the Expiration Date. Any changes to expiration dates will be effective only if in writing.

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 prior to the Expiration Date of the contract. 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. Unless otherwise addressed by separate provision(s) within this Agreement governing the destruction of certain project data, 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. Prior to beginning any Work, Contractor shall notify the NYSERDA Project Manager of all subcontractors performing work under the Agreement, as well as all changes in subcontractors throughout the term of the Agreement. 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. For each Subcontract valued at \$100,000 or more, the Contractor shall obtain and maintain, pursuant to Section 4.05, a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form from such Subcontractor prior to the execution of the Subcontract. Such form shall be made available to the Contractor by NYSERDA. Each such Subcontract shall contain a provision whereby the Subcontractor warrants and guarantees that there is and shall be no actual or potential conflict of interest that could prevent the Subcontractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of the Subcontract and that the Subcontractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest. 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 and Project Period noted in Item No. 7 of this Agreement. 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, including, but not limited to, the provisions that ensure the appropriate use of public funds by requiring Contractors, Consultants and Vendors to refrain from policy advocacy on behalf of NYSERDA unless explicitly authorized, and in the manner described, under the terms of their Agreement; and to refrain from providing advocacy positions or opinions of their own that could be construed as those of NYSERDA; (<http://www.nyserdanyny.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; and

(m) Contractor represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest.

## 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, the State of New York and the Contractor 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 upon its determination of excessive project schedule lapses or delays. NYSERDA also reserves the right to deny schedule extensions for project completion beyond those to which the parties agreed upon the initial execution of the agreement.

(c) 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.

(d) 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.

Section 14.04. Sexual Harassment Policy. The Contractor and all Subcontractors must have a written sexual harassment prevention policy addressing sexual harassment in the workplace and must provide annual sexual harassment training to all employees.

## 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:
- (i.) via certified or registered United States mail, return receipt requested;
  - (ii) by facsimile transmission;
  - (iii) by personal delivery;
  - (iv) by expedited delivery service; or
  - (v) 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 Pound Ridge

Name: Bob Siegel

Title: Vice Chair, Pound Ridge Conservation Board

Address: 179 Westchester Avenue, Pound Ridge, NY 10576

Facsimile Number: (914) 764-0102

E-Mail Address: bobsiegel56@gmail.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 for no-cost time extensions, which may be signed by NYSERDA and require no counter-signature by the Contractor, and 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 Communications Department to prepare any press release and to plan for any news conference concerning the Work. In addition the Contractor shall notify NYSERDA's Communications Department 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 12/19

### **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 to the extent applicable:

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 <https://ogs.ny.gov/iran-divestment-act-2012>).

21. **COMPLIANCE WITH NEW YORK STATE DIESEL EMISSION REDUCTION ACT (DERA) OF 2006.** Contractor shall comply with and, if applicable to this Agreement, provide proof of compliance with the New York State Diesel Emission Reduction Act of 2006 (“DERA”), Environmental Conservation Law (ECL) Section 19-0323, and the NYS Department of Environmental Conservation (DEC) Law implementing regulations under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel Fuel (ULSD) and Best Available Retrofit Technology (“BART”). Compliance includes, but is not limited to, the development of a heavy-duty diesel vehicle (HDDV), maintaining documentation associated with BART evaluations, submitting to and receiving DEC approval of a technology or useful-life waiver, and maintaining records where BART-applicable vehicles are primarily located or garaged. DEC regulation under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel and Best Available Technology for Heavy Duty Vehicles can be found at: <https://www.dec.ny.gov/regs/2492.html>.

22. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, regardless of whether the original of said contract is in existence.

## **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.nysesda.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.

504.5 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 Workbook

Overview

After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase (Task 2) to confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format.

To simplify the process and ensure consistency, NYSERDA has automated all energy savings calculations for the following pre-approved project types: Solar, Electric Vehicles, Charging Stations, and LED Street lights. The Contractor is required to ensure that all project details in the Metrics Workbook align with the project design at the Planning Phase (Task 1) and how the project was actually built at the Completion Phase (Task 2).

For Building Upgrades and Custom project types, the Contractor is responsible for documenting energy savings from the project. The required metrics should be provided if the measures are recommended in a CEC Energy Study or ASHRAE Level II or III Energy Audit. NYPA Clean Energy Solutions projects will typically provide energy savings estimates. ASHP and GSHP projects will typically include energy savings calculations as part of the feasibility analysis and design. The Contractor must quantify these project benefits for all the metrics applicable to the project in the Metrics Workbook.

The Metrics Workbook may be updated periodically, therefore the customer should confirm with NYSERDA that they have the latest version.

The Project Plan Metrics Workbook 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 1 Metric Workbook submittals. Once the necessary data has been entered, the Task 1 Planning Phase Metrics Workbook shall be submitted as a separate excel file to NYSERDA, with additional documentation if requested.

For each project, a Project Completion Metrics Workbook submission will be completed for Task 2. Once the project has been completed, the customer will revise the Metrics Workbook values if appropriate to reflect the final implementation of the project.

This submittal will serve as the documentation that the project has been completed in accordance with the CEC program, the contract requirements and that the data provided to calculate the energy savings 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 2 Metric Workbook submittals. Once the necessary data has been entered, the Task 2 Project Completion Metrics Workbook shall be submitted as a separate excel file to NYSERDA with additional documentation if requested.



# Memo

To: Town Board  
From: Drifa Segal  
Date: 3/9/2023  
Re: REFUND TO 31 WINTERBOTTOM

---

Please authorize the Finance Director to refund the below late payment fee on the second install of the 2022-23 School bill. See attached claim form and documentation.

**Refund late payment fee total:** \$561.80

9820-94 John Deraffele                      \$561.80



Date Prepared: 03/09/2023 10:04 AM  
From Year: To:  
From Seq: To:  
Paid Date: 01/01/2023 To: 12/31/2023

# TOWN OF POUND RIDGE

COL4820 1.0

Page 1 of 1

## Account Payment Summary

District: 554600  
Owner: DERAFFELE JOHN  
POGOSTIN JOSEPH

Parcel ID: 9820-94.-  
Location: 31 WINTERBOTTOM LN

Acct No: 19

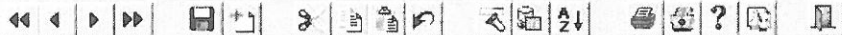
Year Seq	Bill No.	Paid Date	Purpose	Type	Principal	Fees	Penalty	Total Paid
2022	SCHL 1572	02/13/2023		PAYMT	5,618.03		561.80	6,179.83
<b>Total:</b>					<b>5,618.03</b>	<b>0.00</b>	<b>561.80</b>	<b>6,179.83</b>
<b>Grand Total:</b>					<b>5,618.03</b>	<b>0.00</b>	<b>561.80</b>	<b>6,179.83</b>

4/3/23: owner mailed check #594 for \$5618.03  
(US postmarked 4/3/23)

2/13/23: owner came into office asking why check was  
not cashed. We had not received it.  
Owner paid in person plus late payment fee.

2/27/23: owner's check #594 arrived in our office  
2/27/23

3/9/23: submitting request to IRS for REFUND OF  
penalty fees \$561.80  
+ returning the #594 check to owner



Header | Ledger | Attachments | Exemptions | Memo | Owner History | Payor History | User Def | History

Bill No: 2022 02 1572 District: 554600 Parcel ID: 9820-94.- Bank Code:  
 Owner: DERAFFELE JOHN Location: 31 WINTERBOTTOM LN  
 POGOSTIN JOSEPH Acct No: 19

View:  Penalty Date:

Inst	Due Date	Purpose Desc	Type	Trans Date	Amount N	
1	09/30/2022	BEDFORD CENTRAL	CHG	08/25/2022	5,618.04	Adj
1	09/30/2022	BEDFORD CENTRAL	PAYMT	09/06/2022	-5,618.04	Adj
2	01/31/2023	BEDFORD CENTRAL	CHG	08/25/2022	5,618.03	Adj
2	01/31/2023	BEDFORD CENTRAL	PAYMT	02/13/2023	-5,618.03	Adj
2	01/31/2023	PENALTY	CHG	02/13/2023	561.80	Adj
2	01/31/2023	PENALTY	PAYMT	02/13/2023	-561.80	Adj
						Adj
						Adj
						Adj
						Adj
						Adj
						Adj

Batch No:	W021323A
Rec/Ref No:	171069
Check/Ref No:	627
Post Tr No:	328184
Post Tr Seq:	2
Due Date Tot:	00
Inst Total:	00
Trans No:	264513
Trans Seq:	2

Bill Total: .00

Sort By:   Suppress Zero Balance Due Dates

*J De Pffle  
Bas 7115 Ave  
New Artelle, Ny 10801*

# 1572

2022-23 Sch 1 Bill

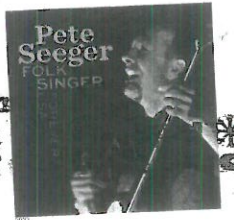
FEB 27 REC'D

DRIFA

*Town of Board Ridge  
179 Westchester Ave  
Board Ridge N.Y. 10576*

WESTCHESTER NY 105

3 JAN 2023 PM 2 L



10576-174179



# Memo

To: Town Board  
From: Drifa Segal  
Date: 2/9/2023  
Re: REFUND

---

Please authorize the Finance Director to refund the below overpayment on the second installment of the 2022-23 School bills. See attached claim forms and documentation.

**Overpayment refund:**

9452-37 John Burnham	\$808.26
----------------------	----------

# CLAIM

**TOWN OF POUND RIDGE**  
**POUND RIDGE NY 10576**



**PURCHASE ORDER NO.:**

**DATE: 2/7/2023**

**CLAIMANT'S  
 NAME  
 AND  
 ADDRESS**

John Burham  
 26 HORSESHOE HILL RD  
 POUND RIDGE NY 10576

22-23 School Bill 710: 9452-37

**VENDOR #:**

APPROPRIATION	AMOUNT	VOUCHER #
	\$808.26	
<b>TOTAL</b>	<b>\$808.26</b>	

DATES	DESCRIPTION OF MATERIALS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT
2/7/2023	Refund overpayment of 22-23 School 2nd install	1		\$808.26
	* Please see attached documentation			
	PLEASE INCLUDE COPY OF CLAIM FORM WITH REFUND CHECK			
			<b>TOTAL</b>	<b>\$808.26</b>

I, \_\_\_\_\_, certify that the above account in the amount of \_\_\_\_\_ is true and correct; that the items, services, and disbursements charged were rendered to or for the town on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

\_\_\_\_\_ date \_\_\_\_\_ signature \_\_\_\_\_ title

**SPACE BELOW FOR TOWN USE**

**DEPARTMENT APPROVAL**

The above services or materials were rendered or furnished to the town on the dates stated and the charges are correct.

2/9/2023 \_\_\_\_\_  
 date authorized official

**APPROVAL FOR PAYMENT**

This claim is approved and ordered paid from the appropriations indicated above.

\_\_\_\_\_  
 \_\_\_\_\_



Header | Ledger | Attachments | Exemptions | Memo | Owner History | Payor History | User Def | History

Bill No: 2022 02 710 District: 554600 Parcel ID: 9452-37.- Bank Code:  
 Owner: BURNHAM JOHN R Location: 26 HORSESHOE HILL RD  
 BURNHAM ANNE M Acct No: 17

View:  Penalty Date:

Inst	Due Date	Purpose Desc	Type	Trans Date	Amount N	
1	09/30/2022	BEDFORD CENTRAL	CHG	08/25/2022	8,082.56	Adj
1	09/30/2022	BEDFORD CENTRAL	PAYMT	09/30/2022	-8,082.56	Adj
2	01/31/2023	BEDFORD CENTRAL	CHG	08/25/2022	8,082.56	Adj
2	01/31/2023	BEDFORD CENTRAL	PAYMT	01/31/2023	-8,082.56	Adj
2	01/31/2023	BEDFORD CENTRAL	VOID	02/06/2023	8,082.56	* Adj
2	01/31/2023	BEDFORD CENTRAL	PAYMT	02/07/2023	-8,082.56	Adj
2	01/31/2023	PENALTY	CHG	02/07/2023	808.26	Adj
2	01/31/2023	PENALTY	PAYMT	02/07/2023	-808.26	Adj
2	01/31/2023	PENALTY	ADJ	02/07/2023	-808.26	* Adj
2	01/31/2023	PENALTY	REF	02/07/2023	808.26	* Adj

Batch No:	1
Rec/Ref No:	
Check/Ref No:	
Post Tr No:	319455
Post Tr Seq:	1
Due Date Tot:	.00
Inst Total:	.00
Trans No:	319455
Trans Seq:	1

Bill Total: .00

Sort By:   Suppress Zero Balance Due Dates

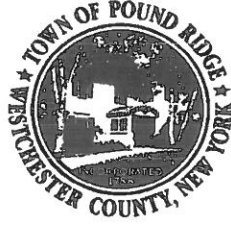
OVERPAYMENT OF \$808.26



# Town of Pound Ridge

Tel.: 914-764-5511

Fax: 914-764-0102



Memo to: Town Board

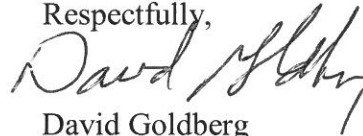
From: David Goldberg

Date: March 8, 2023

Re: lifeguard suit order

I respectfully request the ability to order the 2023 lifeguard uniforms from Original Waterman. They were the lowest price and they are the uniforms that we have been using for the last couple of years. This has been approved in the 2023 budget.

Respectfully,



David Goldberg

Superintendent of Recreation & Parks

# WATERMEN.

Ryan Macron  
 Tel: 760-599-0990  
 Fax: 760-599-0404  
 Email: ryan@originalwatermen.com

Sales Order # \_\_\_\_\_  
 Customer PO # \_\_\_\_\_

SOLD TO:


SHIP TO:

<b>Pound Ridge Recreation &amp; Parks</b>
<b>attn: Melissa Trail</b>
<b>179 Westchester Ave</b>
<b>Pound Ridge, NY 10576</b>

Order Date: 1/25/2023  
 Start Date: \_\_\_\_\_  
 FABRIC TYPE: \_\_\_\_\_  
 Ship Via: \_\_\_\_\_

Contact: (914) 764-3987  
 Phone: Melissa Trail

EMAIL: mtrail@townofpoundridge.com

Rep: Ryan Marcon

STYLE #	Shipping estimate	COLOR	22	24	26	28	30	32	34	36	38	40	TOTAL UNITS	UNIT PRICE	TOTAL
			JS	JM	JL	XS	S	M	L	XL	2XL	3XL			
													0		\$0.00
													0		\$0.00
Maverick	Maverick Boardshort	red											24	\$30.00	\$720.00
													0		\$0.00
OXB	Original X Back	red											24	\$33.50	\$804.00
													0		\$0.00
13-10201	50 " Rescue Tube	red											15	\$40.00	\$600.00
13-10421	Fox 40 Whistle												100	\$3.50	\$350.00
13-RPLYN	Nylon Lanyards												100	\$0.55	\$55.00
	<b>shipping Estaimte</b>												1		\$198.56
<b>GRAND TOTAL:</b>													<b>264</b>		<b>\$2,727.56</b>

SPECIAL INSTRUCTIONS:

--

**CORPORATE OFFICE**  
 1198 Joshua Way  
 Vista, CA 92081  
[www.originalwatermen.com](http://www.originalwatermen.com)

**Payment Method**

COD

TERM \_\_\_\_\_

Credit Card # \_\_\_\_\_

Expiration Date: \_\_\_\_\_



**Kiefer Aquatics**  
**The Lifeguard Store**  
**All American Swim**  
**Swim Shops of the**  
**Southwest**

903 Morrissey Drive  
 Bloomington, IL 61701  
 P (309) 451-5858  
 F (309) 451-5959

# Quote

DATE	Customer #	ESTIMATE
02/06/2023	058255	EST099810



BILL TO
Town of Pound Ridge Parks & Recreation David Goldberg 179 Westchester Ave Pound Ridge, NY 10576

SHIP TO
Town Of Pound Ridge Parks & Recreation David Goldberg 179 Westchester Ave Pound Ridge, NY 10576

Shipped Via:
FEDEX_GROUND

Estimate Prepared by:
cs5

ITEM	DESCRIPTION	QUANTITY	PRICE EACH	TOTAL
LGS92GUR36	Rise Guard Poly Tri Color H-Back Color: Red/Navy Size: 36	24	\$37.00	<b>\$888.00</b>
LGS45GUSRL	RISE Guard Flex Splice Board Short Color: Red/Black Size: Large	24	\$30.00	<b>\$720.00</b>

Subtotal			\$1,608.00
Freight			\$15.50
Discount			\$48.24
Tax			\$130.63
<b>Total</b>			<b>\$1,705.89</b>

Recreation Leader  
Office: 914-764-0947  
Work Cell: 914-746-0703

**From:** Stephanie Greeby [mailto:[sgreeby@dolphinswimwear.com](mailto:sgreeby@dolphinswimwear.com)]  
**Sent:** Wednesday, January 25, 2023 5:09 PM  
**To:** Melissa Trail <[mtrail@townofpoundridge.com](mailto:mtrail@townofpoundridge.com)>  
**Subject:** Dolphin Swimwear quote

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Melissa,

Thank you for your interest in Dolphin Swimwear guard suits. I have included pricing and images for you to review.

9615LGU 250D MSRP \$51.99, quote for the 24 units \$36.40

9780PGU 250D MSRP \$46.99, quote for the 24 units \$32.90





Thank you!

  
Stephanie Greeby  
National Team Sales Manager  
Cell 609-760-7974  
Office 856-428-0825  
[sgreeby@dolphinswimwear.com](mailto:sgreeby@dolphinswimwear.com)

## Town Clerk's Office

### MEMORANDUM

**To:** Town Board  
**From:** Erin Trostle  
**Cc:** Vinnie Duffield  
**Date:** March 9, 2023  
**Re:** Highway materials bids

---

At its March 3, 2023 meeting, Town Board authorized solicitation of bids for all Highway Department materials except tree work. I am respectfully requesting, on behalf of the Highway Superintendent, that you review the terms of the bid for tree work. I'm attaching the 2022 Highway materials bid packet here for reference.

# **NOTICE TO BIDDERS**

The Town of Pound Ridge, NY, will accept bids up until Tuesday, April 5, 2022 at 10:00 am at the Office of the Town Clerk, 179 Westchester Avenue, Pound Ridge, NY 10576-1743, for the following road materials:

Aggregates & Sand for Ice Control  
Bituminous Materials  
Blacktop Laid in Place  
Catch Basin Cleaning  
Heavy Equipment  
Line Striping  
Town refuse  
Tree work

Specifications will be mailed upon request. For further information, please contact the Pound Ridge Highway Department, 290 Stone Hill Road, Pound Ridge, NY 10576-1421 between the hours of 8:00 am and 4:00 pm Monday through Friday at 914-764-5690 or 914-764-4373.

By order of V. Duffield  
Highway Superintendent  
March 8, 2022

**Statement of Non-Collusion by Bidder**

**Pursuant to section 103-D General Municipal Law, by submission of this bid or proposal, the bidder certifies that:**

- (A) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;**
- (B) This bid or proposal has not been knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitors, or potential competitor;**
- (C) No attempt has been made or will be made to induce any other person, partnership, or corporation to submit or not submit a bid or proposal;**
- (D) The person signing this bid or proposal certifies that he or she is fully informed regarding the accuracy of the statements contained in this certification, and under penalties of perjury affirms the truth thereof, such penalties being applicable to the bidder as well as the person signing its behalf.**

**Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Business Phone #** \_\_\_\_\_ **Fax#** \_\_\_\_\_ **Tax ID#** \_\_\_\_\_



**2022 Town of Pound Ridge Highway**

**Bid Specifications**

**PLEASE READ CAREFULLY**

To all bidders,

Thank you for taking the time to bid services and materials for the town. To make this process fair for everyone. We ask that you read and follow the instructions below.

- 1 – Please only return the form for what you are bidding on.
- 2 – All bids must have a non-collusion form filled out properly: not having this is a disqualification.
- 3 – All bids must have a copy of general liability insurance: not having this is a disqualification.
- 4 – Please bid on materials and services as we have them; please use the section marked 'other' for any modifications.
- 5 – Only sealed bids will be accepted.
- 6 – No faxes will be accepted.
- 7 – Late bids will not be accepted.

The bid opening will be held on April 5<sup>th</sup>, 2022 at 10: 00 AM at the office of the Town Clerk, 179 Westchester Ave. Pound Ridge, NY 10576

All winning bids will be honored until town board approval of next year's winning bid.

Thank you for bidding. If there are any questions please call the highway dept. 914-764-5690.

Vinnie Duffield Jr., Highway Supt.

**Town of Pound Ridge Highway  
Aggregates and Sand for Ice Control**

**Vendor name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone #** \_\_\_\_\_

**Quarry Source and ID** \_\_\_\_\_

<b>Materials</b>	<b>Price Per/Ton Delivered</b>
------------------	--------------------------------

**¼ White Item 4**

\_\_\_\_\_

**¼ Brown Item 4**

\_\_\_\_\_

**Recycled Item 4**

\_\_\_\_\_

**¼ Trap Rock**

\_\_\_\_\_

**¼ Stone**

\_\_\_\_\_

**3/8 Washed Blue Stone**

\_\_\_\_\_

**Rip Rap Stone 5" – 6"**

\_\_\_\_\_

**Rip Rap Stone 5" or less**

\_\_\_\_\_

**Road Sand for Ice Control**

\_\_\_\_\_

**Other:** \_\_\_\_\_

\_\_\_\_\_

**For official use only**

**Proof of insurance Yes \_\_\_ No \_\_\_**

**Proof of non-collusion Yes \_\_\_ No \_\_\_**

**Town of Pound Ridge Highway  
Bituminous concrete**

Vendor name \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_

NYS Spec. ITEM #	Material Description	Price FOB
403.11	Base course type 1	_____
403.13	Binder course type 3	_____
403.15	Shim course type 5	_____
403.17	Top course type 6f	_____
403.18	Top course type 7	_____
403.19	Playground mix	_____
714.06	Curb mix	_____
403.2001	Recycled item-4	_____

**Bidders must own and operate a NY state accepted asphalt plant within a twenty mile radius of the Pound Ridge Highway Dept. (290 Stone Hill Road, Pound Ridge, NY 10576). The bidder agrees to furnish pre-mixed bituminous concrete that meets the minimum requirements of NYSDOT standard specifications as of March 1<sup>st</sup> 2022, plus all addendum or equal. Escalation based on \$ 624.00 per ton price.**

**For official use only**

Proof of insurance Yes \_\_\_\_\_ No \_\_\_\_\_

Proof of non-collusion Yes \_\_\_\_\_ No \_\_\_\_\_

**Town of Pound Ridge Highway  
Blacktop Laid In Place**

**Vendor name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Phone #** \_\_\_\_\_

**SPECIFICATIONS: NYS Spec. Item #403.17, with a minimum of 250 tons per day, to be laid in place by a self-propelled machine. Contractor to supply material, trucks, rollers, manpower, and anything else needed to complete the job.**

**The Town of Pound Ridge will supply traffic control.**

**Please note that the Town of Pound Ridge has no public water supply so arrangements must be made in advance in order to have water available for the rollers.**

**Source of Hot Mix:**

\_\_\_\_\_

**NYS DOT Facility #**

\_\_\_\_\_

**Price Per/Ton:**

\_\_\_\_\_

**For official use only**

**Proof of insurance Yes \_\_\_\_\_ No \_\_\_\_\_**

**Proof of non-collusion Yes \_\_\_\_\_ No \_\_\_\_\_**

---

**Town of Pound Ridge Highway  
Catch Basin and Vor-Tec Unit Cleaning**

**Vendor name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Phone #** \_\_\_\_\_

**Specifications are based**

**On a ONE-DAY minimum**

**Daily**

**Weekly**

**Vacuum Truck w/operator**

\_\_\_\_\_

**Other:**

\_\_\_\_\_

\_\_\_\_\_

**For official use only**

**Proof of insurance Yes \_\_\_ No \_\_\_**

**Proof of non-collusion Yes \_\_\_ No \_\_\_**

**Town of Pound Ridge Highway**

**Heavy Equipment**

**Vendor name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone #** \_\_\_\_\_

**Specifications are based**

**On a ONE-DAY minimum**

**Daily**

**Weekly**

**Large dump truck w/operator**

\_\_\_\_\_

**Large excavator w/operator**

\_\_\_\_\_

**Mini-excavator w/operator**

\_\_\_\_\_

**Excavator w/operator and**

**Hydraulic rock hammer**

\_\_\_\_\_

**Other:**

\_\_\_\_\_  
\_\_\_\_\_

**For official use only**

**Proof of insurance Yes \_\_\_ No \_\_\_**

**Proof of non-collusion Yes \_\_\_ No \_\_\_**

**Town of Pound Ridge Highway  
Line Striping**

**Vendor name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Phone #** \_\_\_\_\_

**SPECIFICATIONS: DOT Approved Paint.**

**Road Markings** \_\_\_\_\_ **Price Per/Mile**

**Double Yellow Centerline Per/Mile** \_\_\_\_\_

**Single White Line Per/Mile** \_\_\_\_\_

**Other:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**For official use only**

**Proof of insurance** Yes \_\_\_\_\_ No \_\_\_\_\_

**Proof of non-collusion** Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_

**Town of Pound Ridge Highway**

**Refuse**

**Vendor name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone #** \_\_\_\_\_

**All refuse vendors must have a current Town of Pound Ridge carters permit. If a permit is needed, please contact the Town Clerk's Office, located at 179 Westchester Ave, Pound Ridge, NY 10576**

**Size of Container:**

**Price Per/Container**

**3 cans, with weekly pick up at the  
Town House, located at 179 Westchester Ave.**

\_\_\_\_\_

**30 yards as requested**

\_\_\_\_\_

**20 yards as requested**

\_\_\_\_\_

**10 yards once a week pick-up**

\_\_\_\_\_

**2 yards once a week pick-up**

\_\_\_\_\_

**For official use only**

**Proof of insurance Yes \_\_\_ No \_\_\_**

**Proof of non-collusion Yes \_\_\_ No \_\_\_**



**Town of Pound Ridge Highway**

**Tree Work**

**Vendor name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Phone #** \_\_\_\_\_

**Specifications are based**

**On a ONE-DAY minimum**

**Daily**

**Weekly**

**Bucket Truck w/operator and chipper**

\_\_\_\_\_

**Chip Truck w/operator and chipper**

\_\_\_\_\_

**Stump grinder w/operator**

\_\_\_\_\_

**Other:**

\_\_\_\_\_

\_\_\_\_\_

**For official use only**

**Proof of insurance** Yes \_\_\_ No \_\_\_

**Proof of non-collusion** Yes \_\_\_ No \_\_\_

**MEMORANDUM**

**To:** Town Board  
**From:** Erin Trostle  
**Cc:** Jim Perry, Nick Colello, Rosie d'Arcy  
**Date:** March 9, 2023  
**Re:** Proposed updates to fee schedule

On behalf of the Building Department, I respectfully request that the Town Board approve the following changes to the fee schedule:

<u>Item</u>	<u>Current</u>	<u>Proposed</u>
New construction (residential/commercial)		
Additions or alterations to buildings or accessory buildings		
First \$1,000 or fraction thereof.....	\$100.....	\$200
Electrical permits		
New Construction (residential/commercial).....	\$50.....	\$100
Plumbing permits		
New construction (residential/commercial).....	\$75.....	\$100
Geothermal permits		
New construction.....	N/A.....	\$250
Swimming pool/hot tub permits		
First \$1,000 of cost or fraction thereof.....	\$100.....	\$200

It's my understanding that these changes are being recommended to bring our fees closer to those being charged in surrounding towns. Please let the Building Inspector know if you would like him to attend the meeting to discuss the proposed changes.

# Town of Pound Ridge



## FEE SCHEDULE

Amended February 2023

page 2 of 7

### II. ASSESSOR'S OFFICE

- A. Tax Map..... \$200.00
- B. Certain Research ..... \$25.00/hour
- C. Copies of Surveys and Tax Maps..... \$5.00
- D. Whole Tax Map Section Sheet or filed map..... \$5.00
- E. Miscellaneous copies (deeds, record cards) ..... \$1.00/each
- F. Assessment Roll..... \$1,000.00

### III. BUILDING DEPARTMENT

- A. Departmental Searches *(NO MATCH TO ASSESSOR'S CARD)*
  - Search* 1. ~~Base fee~~ *(includes one certificate of occupancy)* ..... \$50.00
  - 2. Each additional certificate of occupancy ..... \$25.00
- B. New Construction (Residential/Commercial)
  - Additions or Alterations to Buildings or Accessory Buildings *200.-*
    - 1. First \$1,000 or fraction of cost..... ~~\$100.00~~
    - 2. Each additional \$1,000 or fraction of cost..... \$10.00
  - a. Renewal Fee.....\$200.00/yr
  - b. Certificate of Occupancy & Compliance
    - Each \$1,000 or fraction of cost - (\$20.00 minimum) .....\$1.00
  - c. Electrical Permits *100.-*
    - New Construction (Residential/Commercial) .....~~\$50.00~~
    - Change of Service - Additions/Alterations .....\$50.00
    - Pool Bonding/Wiring .....\$50.00
  - d. Plumbing Permits *100.-*
    - New Construction (Residential/Commercial) .....~~\$75.00~~
    - Plus per fixture .....\$15.00
    - Additions/Alterations-Accessory Buildi.....\$50.00
    - Oil Tank (each one), Gaslines & Radiant Heat.....\$60.00
  - e. HVAC *Abandonment / REMOVAL* ..... ~~75.-~~ *75.-*

*More to next Page*

# Town of Pound Ridge



## FEE SCHEDULE

Amended February 2023

page 3 of 7

e) HVAC

	New Construction (Residential/Commercial) Heating.....	\$100.00
	Additions/Alterations/Replacement of Boiler/Changeover....	\$50.00
	Air Conditioning.....	\$50.00
	Water Heater: Oil – Gas- Electric.....	\$25.00
	Blasting Permit.....	\$250.00
	Demolition Permit	
	1st \$1,000 of Cost.....	\$50.00
	Each additional \$1,000 of cost.....	\$20.00
	Tennis Court Permit .....	\$500.00
	Certificate of Occupancy.....	\$25.00
	Swimming Pool/Hot Tub Permit	
	1st \$1,000 of Cost .....	\$100.00
	Each additional \$1,000 of cost .....	\$10.00
	Plus for heating .....	\$10.00
	Certificate of Occupancy .....	\$20.00

Why Double-Spaced

HEAT PUMPS \$100  
Gasoline Pump (each) \$60

GEOTHERMAL double space \$250

f.  
g.

new (other 4 are increases)

200.00

### C. Miscellaneous Building Dept. Fees/Charges

Copy of Certificate of Occupancy or existing predate.....	\$5.00
Copy of Survey, plot plan.....	\$5.00
Dish Antenna Permit .....	\$50.00
Fence Permit .....	\$25.00
Electric Fence .....	\$100.00
House Moving Project .....	\$400.00
House Moving Performance Bond .....	\$10,000.00
Predate Letter .....	\$50.00
Tree Cutting Permit - up to 5 trees .....	\$25.00
Tree Cutting Permit - over 5 trees .....	\$100.00
Excavation Fees (as determined by Town Board from time to time)	
Operating Permit.....	\$250.00
Tent .....	\$50.00

	Kevin	Les	Ali	Carla	Dan	Diane	Other
<b>Boards &amp; Commissions</b>							
Audit Bills				X			
Board of Assessment Review							N/A
Board of Ethics							N/A
Conservation Board				X			
Drug Abuse Prevention Council		X					
Economic Development Committee						X	
Energy Action Committee				X			
Housing Board					X		
Human Rights Advisory Committee			X				
Landmarks & Historic District					X		
OEM	X						
Old Pound Road Committee	X						
Open Space					X		
Planning Board				X			
Police Department	X						
Recreation Commission						X	
Water Control Commission		X					
Zoning Board of Appeals					X		
<b>Other</b>							
BCSDNY	X						
East of Hudson Watershed		X					
Environmental Initiatives Advisors							Elyse/Bill Harding
Fire District	X						
Insurance							Harvey Dann
Library Board	X						
New Dawn					X		
Westchester County Shared Services	X						
Sustainable Westchester				X			
WEMS							Tom Mulcahy
Wireless Communication						X	
Water Wastewater Task Force			X				