



236 THIRD STREET  
GREENPORT, NY 11944

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villageofgreenport.org

**MAYOR**  
KEVIN STUESSI  
EXT 215

**TRUSTEES**  
MARY BESS PHILLIPS  
DEPUTY MAYOR

PATRICK BRENNAN

LILY DOUGHERTY-  
JOHNSON

JULIA ROBINS

**VILLAGE  
ADMINISTRATOR**  
PAUL J. PALLAS, P.E.  
EXT 219

**VILLAGE CLERK**  
CANDACE HALL  
EXT 214

**December 28, 2023 at 6:00 PM**  
**Mayor and Board of Trustees – Regular Meeting**  
**Third Street Firehouse**  
**Greenport, NY 11944**

**MOTION TO OPEN THE REGULAR SESSION MEETING**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

**Arlene F. Hubbard**  
**Richard Albert Herzog**  
**Richard Field Halverson**  
**Flora L. Vogel**  
**Edward Keogh**  
**Dorothy Simmons**  
**Mary Elise Thornhill**  
**Carol Helen Schott**  
**William "BJ" Volinski Jr.**  
**Robert A. "Bob" Van Cleef**

**ANNOUNCEMENTS**

1. Village Hall will be closed on Monday January 1<sup>st</sup>, 2024, in observance of New Year's Day.
2. The next Vision for Greenport meeting will be held on Thursday, January 11, 2024, at 6:00pm at the Greenport Firehouse.

**Ratifying the Village of Greenport – Sewer Emergency Resolution**

**PUBLIC HEARING**

Public hearing regarding local law Chapter 88, entitled "Noise" of the Greenport Village Code, to discuss and possibly take action amending and restating the code.

**PUBLIC TO ADDRESS THE BOARD**

**RESOLUTIONS****RESOLUTION # 12-2023-1**

RESOLUTION adopting the December, 2023 agenda as printed.

**RESOLUTION # 12-2023-2**

RESOLUTION accepting the monthly reports of the Greenport Fire Department, Village Administrator, Village Deputy Treasurer, Village Clerk, Village Attorney, Mayor and Board of Trustees.

**FIRE DEPARTMENT****RESOLUTION # 12-2023-3**

RESOLUTION hiring Samuel Gordon Strickland, as a part-time Fire House Attendant at Greenport Fire Department at an hourly wage rate of \$20.00 per hour, effective January 3, 2023.

**RESOLUTION # 12-2023-4**

RESOLUTION hiring Ann Heller, as a part-time Secretary at Greenport Fire Department at an hourly wage rate of \$20.00 per hour, effective January 3, 2023.

**VILLAGE ADMINISTRATOR****RESOLUTION # 12-2023-5**

RESOLUTION approving the attached Authorization to Proceed and project estimate between the Power Authority of the State of New York and the Village of Greenport, associated with the turn key street lighting project and authorizing Village Administrator Paul Pallas to sign the attached Authorization to Proceed.

**RESOLUTION # 12-2023-6**

RESOLUTION approving the attached Agreement between the New York State Energy Research and Development for an Advanced LED Street Lighting grant and the Village of Greenport, and authorizing Village Administrator Paul Pallas to sign the attached Agreement.

**RESOLUTION # 12-2023-7**

RESOLUTION authorizing Village Administrator Paul Pallas to attend the NYAPP Business meeting on January 24th through January 25th, 2024 in Albany, New York, at a conference fee of \$300.00 per person and a room rate of \$ 120.00 per night per person, plus all applicable travel costs, to be expensed from account number E.0782.000 (Management Services).

**RESOLUTION # 12-2023-8**

RESOLUTION ratifying the attached Agreement dated December 21st, 2023, between the Village of Greenport and CSEA, Local 1000, regarding the settlement of a grievance as described in the Agreement.

**RESOLUTION # 12-2023-9**

RESOLUTION approving the wage adjustment effective January 10th, 2024 of the following employees as per the attached schedule: Adam Brautigam Michel Flora Chad Osmer Tyler Doherty Meko Bell Anthony Monzon Tina Zilnicki Asha Gallacher.

**VILLAGE TREASURER****RESOLUTION # 12-2023-10**

RESOLUTION- authorizing Deputy Treasurer Brautigam to perform attached Budget Amendment #5282 to appropriate water fund reserves to fund the replacement of two water machines at the power plant and directing that Budget Amendment #5282 be included as part of the formal meeting minutes of the December 28th, 2023 Regular Meeting of the Board of Trustees.

**RESOLUTION # 12-2023-11**

RESOLUTION- authorizing Deputy Treasurer Brautigam to perform attached Budget Amendment #5283 to appropriate general fund reserves to fund attorney legal expenses and directing that Budget Amendment #5283 be included as part of the formal meeting minutes of the December 28th, 2023 Regular Meeting of the Board of Trustees.

**RESOLUTION # 12-2023-12**

RESOLUTION- authorizing Deputy Treasurer Brautigam to perform attached Budget Amendment #5284 to transfer funds from Fire Department MISC expense to the repair and maintenance line and directing that Budget Amendment #5284 be included as part of the formal meeting minutes of the December 28th, 2023 Regular Meeting of the Board of Trustees.

**RESOLUTION # 12-2023-13**

RESOLUTION- authorizing Deputy Treasurer Brautigam to perform attached Budget Amendment #5285 to appropriate water fund reserves to fund the purchase of hydrants and directing that Budget Amendment #5285 be included as part of the formal meeting minutes of the December 28th, 2023 Regular Meeting of the Board of Trustees.

**RESOLUTION # 12-2023-14**

RESOLUTION- authorizing Deputy Treasurer Brautigam to perform attached Budget Amendment #5286 to appropriate general fund reserves to fund the replacement of the baymen's dock and directing that Budget Amendment #5286 be included as part of the formal meeting minutes of the December 28th, 2023 Regular Meeting of the Board of Trustees.

**RESOLUTION # 12-2023-15**

RESOLUTION- authorizing Deputy Treasurer Brautigam to perform attached Budget Amendment #5287 to appropriate light fund reserves to fund the replacement of transformers and directing that Budget Amendment #5287 be included as part of the formal meeting minutes of the December 28th, 2023 Regular Meeting of the Board of Trustees.

**VILLAGE CLERK****RESOLUTION # 12-2023-16**

RESOLUTION ratifying the approval of the Film Permit Application submitted by Feirstein Graduate School Student, Anna Russell; for December 16, 2023 through December 18, 2023, filming location Front Street in front of Alpina and Burton's Book Store.

**RESOLUTION # 12-2023-17**

RESOLUTION scheduling a public hearing for 6:00 pm on Thursday, January 25, 2024 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding the Wetlands Permit Application submitted by En-Consultants on behalf of Diana Burton.

**RESOLUTION # 12-2023-18**

RESOLUTION ratifying the hiring of Diamond Rene Boisseau as a part-time Carousel Employee at an hourly rate of \$15.00 per hour, effective November 22, 2023.

**RESOLUTION # 12-2023-19**

RESOLUTION ratifying the hiring of Charles Carden Roth as a part-time Carousel Employee at an hourly rate of \$15.00 per hour, effective December 23, 2023.

**RESOLUTION # 12-2023-20**

RESOLUTION awarding the 2024 annual contract for the delivery of No. 2 heating oil to Burt's Reliable Inc., the sole bidder, at a bid price of twenty cents (\$.20) per gallon over rack price, per the bid opening on December 20, 2023, and authorizing Mayor Stuessi to sign the contract between the Village of Greenport and Burt's Reliable, Inc.

**RESOLUTION # 12-2023-21**

RESOLUTION awarding the 2024 annual contract for the delivery of diesel fuel to Burt's Reliable Inc., the sole bidder, at a bid price of twenty cents (\$.20) per gallon over rack price, per the bid opening on December 20, 2023; and authorizing Mayor Stuessi to sign the contract between the Village of Greenport and Burt's Reliable, Inc.

**RESOLUTION # 12-2023-22**

RESOLUTION awarding the 2024 annual contract for the performance of contractor services to Stanley F. Skrezec – the lowest bidder per the attached bid prices, per the bid opening on December 20, 2023; and authorizing Mayor Stuessi to sign the contract between the Village of Greenport and Stanley F. Skrezec.

**RESOLUTION # 12-2023-23**

RESOLUTION awarding the 2024 annual contract for the removal of snow as required on Village streets to Stanley F. Skrezec, the sole bidder per the attached bid prices, per the bid opening on December 20, 2023; and authorizing Mayor Stuessi to sign the contract between the Village of Greenport and Stanley F. Skrezec.

**RESOLUTION # 12-2023-24**

RESOLUTION awarding the 2024 annual contract for the removal of trees and tree stumps on specified Village streets, and the grinding of tree stumps to Dom's Lawmaker, Inc., – the lowest bidder – at a bid price of \$21,820.00 per the attached Bid Form and the bid opening on December 20, 2023; and authorizing Mayor Stuessi to sign the contract between Dom's Lawmaker and the Village of Greenport.

**RESOLUTION # 12-2023-25**

RESOLUTION awarding the contract for the replacement of Baymen's Dock 2023 to S. Heaney Marine Construction, Inc., at a bid price of Forty Nine Thousand dollars (\$49,000.00), per the bid opening on December 21, 2023; and authorizing Mayor Stuessi to sign the contract between the Village of Greenport and S. Heaney Marine Construction Inc.

**RESOLUTION # 12-2023-26**

RESOLUTION awarding the contract for the purchase of transformers 2023-1 to T+R Electric Supply, the sole bidder, at a bid price of One Thirty Six Thousand, Two Hundred Sixty Seven dollars (\$136,267.00), and authorizing Mayor Stuessi to sign the contract between the Village of Greenport and T+R Electric Supply.

**RESOLUTION # 12-2023-27**

RESOLUTION awarding the contract for the Road Barn Roof and Siding Replacement 2023, to Robert Bohn, LLC, the sole bidder, at a bid price of Sixty Five Thousand Three Hundred Seventy dollars (\$65,375.00), and authorizing Mayor Stuessi to sign the contract between the Village of Greenport and Robert Bohn, LLC.

**RESOLUTION # 12-2023-28**

RESOLUTION awarding the contract for the purchase of Hydrants - 2023, to Ferguson Waterworks, the lowest bidder, at a bid price Thirty Five Thousand Two Hundred Thirteen dollars and .10 cents (\$35,213.10), and authorizing Mayor Stuessi to sign the contract between the Village of Greenport and Ferguson Waterworks.

**VOUCHER SUMMARY****RESOLUTION # 12-2023-29**

RESOLUTION approving all checks per the Voucher Summary Report dated December 27, 2023, in the total amount of \$1,132,897.90 consisting of:

- o All regular checks in the amount of \$993,716.40, and
- o All prepaid checks (including wire transfers) in the amount of \$139,181.50.



# NY Power Authority

KATHY HOCHUL  
Governor

JOHN R. KOELMEL  
Chairman

JUSTIN E. DRISCOLL  
President and Chief Executive Officer

Paul Pallas

November 22, 2023

Village Administrator

Village of Greenport

236 Third Street

Greenport NY 11944

RE: NYPA Energy Services Program

Authorization to Proceed with Turn-Key street light project

Village of Greenport – LED Street Lighting

Dear Mr. Pallas,

The New York Power Authority (NYPA) is excited to support the Village of Greenport in identifying and implementing a comprehensive street lighting upgrade. Improving the existing street lights is a widely used and effective strategy to achieve the goal of reducing energy consumption, lowering maintenance costs, and improving light quality throughout the community.

Consistent with the Energy Services Program Master Cost Recovery Agreement, NYPA provides a turn-key solution to upgrade the existing streetlights in the Village of Greenport to energy efficient LED technology. NYPA is pleased to offer these services to replace approximately 374 existing street light fixtures with new high-efficient LED technology.

By signing below, the Village of Greenport authorizes NYPA to proceed with the full turn-key implementation of the street lighting conversion project, which includes the engineering design, procurement, construction management, and commissioning of the street lighting project. When the design is complete, you will receive an Initial Customer Installation Commitment (ICIC) for your review and signature. At this point, if you choose to proceed to project implementation all development costs will be rolled into the overall project. Conversely, should you decide not to proceed with the implementation of the project, the Village of Greenport agrees to reimburse NYPA for all costs incurred up to the termination date for the development, design and bidding of the project. NYPA will be fully transparent through this process and provide complete

documentation as to how it determines all project costs, in accordance with the Energy Services Program Master Cost Recovery Agreement.

By signing below, affirms that the Village of Greenport agrees to these conditions:

NYPA Representative

Authorized Customer Representative

Joe Rende

\_\_\_\_\_  
(Name, printed)

VP- Marketing and Product Development

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name, printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



**Total Project Summary**  
**New York Power Authority - Energy Efficiency Program**  
**Village of Greenport**

December 27, 2023

<b>Project Cost: CONCEPTUAL COST ESTIMATE</b>			
		Material	Labor
<b>Total Fixtures: 374</b>	Construction Costs:	\$68,115.78	\$39,654.85
	Allowance for Sample Fixtures:	\$0.00	\$2,500.00
	Allowance for Decorative Fixtures:	\$0.00	\$0.00 (see note #1)
	Photocells	\$0.00	\$0.00
	Allowance for Control Nodes	\$56,100.00	\$0.00 (see note #2)
	Allowance for Wiring:	\$0.00	\$9,350.00
	Tree Trim, Arms, Brackets, Shielding Allowance:	\$0.00	\$5,948.23
(2% of labor cost)	Payment and Performance Bonds:	\$0.00	\$1,149.06
	NYSERDA Grant Study:		\$10,000.00
	Permits:	\$0.00	\$5,000.00
	<b>Totals:</b>	<b>\$124,215.78</b>	<b>\$73,602.13</b>
	Total Material & Labor:	\$197,817.92	
	Contingency: 10%	\$19,781.79	
	Subtotal:	\$217,599.71	
	Abatement Design & Monitoring:	\$0.00	
	Hazardous Waste Disposal Cost:	\$1,496.00	(Disposal of old fixtures - allowance)
	Environmental Subtotal:	\$1,496.00	
	Design, & Construction Mgt:	\$39,167.95	
	NYPA Project Mgt. & Administrative:	\$38,739.55	(See Note # 3)
	Project Management Subtotal:	\$77,907.50	
	Purchase of Fixtures	\$0.00	
	<b>Project Subtotal:</b>	<b>\$297,003.21</b>	
	Short Term Financing During Construction:	\$17,820.19	(See Note # 4)
	<b>Total Project Cost:</b>	<b>\$314,823.40</b>	
<b>Estimated Energy Savings</b>			
	<u>Estimated Electrical Savings:</u>	<u>Estimated Fuel Savings:-</u>	<u>MMBtu Savings:</u> <u>Cost Savings:</u>
	kWh Savings: 182,090	Natural Gas: 0 ccf	0.0      \$0.00
	kWh Cost Savings: \$ -	Oil Savings: 0 gal	0.0      \$0.00
	Monthly kW Savings: N/A	Steam (100 psi): 0 lbs	0.0      \$0.00
	kW Cost Savings: N/A	Other: 0	0.0      \$0.00
	Total Electrical Savings: \$0.00		0.0      \$0.00
	Total Energy Savings: \$0.00	Maint. Savings: \$7,480.00 (See Note # 5)	Est. Total Savings: <b>\$7,480.00</b>
<b>Simple Payback</b>			
	Total Project Cost With IDC:	\$314,823.40	
	Estimated Rebates & Incentives:	\$0.00	
	Net Project Cost:	\$314,823.40	
	Total Amount Saved:	\$7,480.00	
	Simple Payback:	42.09	
<b>Project Financing</b>			
	TOTAL AMOUNT FINANCED:	\$314,823.40	(Rebates & Incentives Not Included)
	Interest Rate:	6.00%	(See Note # 6)
	Years Financed:	10	
	Number of Payments:	120	
	<b>Annual Debt Service to NYPA:</b>	<b>\$41,942.22</b>	
	<b>Monthly Debt Service to NYPA:</b>	<b>\$3,495.19</b>	
	<b>Total Project Cost after Financing:</b>	<b>\$419,422.22</b>	
	Total Annual Savings:	\$7,480.00	(see note #7)
	Payback With Financing:	56.07	
	<b>Annual Cash Flow:</b>	<b>(\$34,462.22)</b>	

**Notes:**

1. All fixtures are priced as Cobrahead style fixtures.
2. Control node pricing includes 10 year connectivity cost.
3. NYPA Project Mgt. & Administrative represents a fee of 15% of the Construction Costs, Asbestos Abatement, Design & Construction Fee, and associated contingencies.
4. Short Term Financing During Construction Estimated based on 6.0% interest rate.
5. Maintenance annual savings estimated at \$20/fixture
6. Financing assumed at 6.0% interest.
7. Proposal assumes zero electricity use savings from wattage reductions from new LED fixtures

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

**AGREEMENT**

1. Agreement Number: 195797
2. Contractor: Village of Greenport
3. Project Director: Paul Pallas
4. Effective Date: November 17, 2023
5. Total Amount of Award: \$12,250
6. Project Period: November 17, 2023 – July 1, 2024
7. Expiration Date: July 1, 2024
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, NYSERDA Report Content Guide 2017.

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

**VILLAGE OF GREENPORT**

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

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

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

Name \_\_\_\_\_

NYSERDA Authorized Signatory

Title \_\_\_\_\_

**EXHIBIT A  
STATEMENT OF WORK**

**Village of Greenport: Advanced Light Emitting Diode (LED) Streetlighting  
Category B: Renewables and Innovation Analytics / Pre-feasibility Studies**

Contractor: Village of Greenport  
Agreement Number: 195797

**BACKGROUND/OBJECTIVES**

*The combination of LED technology and asset management software is to be explored for its ability to provide centralized visibility as well as outage management for the electric system. The Village of Greenport (hereafter, the "Contractor") seeks to explore how smart LED street lighting asset nodes can be used to provide real-time streetlight status outage notification and failure indicators as part of an advanced, interconnected network for electric distribution outages.*

**DEFINITIONS**

OMS Outage Management System  
LED Light Emitting Diode

***The Contractor*** is defined as:

Village of Greenport  
Paul Pallas, Village Administrator  
236 Third Street  
Greenport, NY 11944  
[ppallas@greenportvillage.org](mailto:ppallas@greenportvillage.org) / (631) 477-0248

***The Project Site(s)*** is/are defined as:

Village of Greenport  
236 Third Street  
Greenport, NY 11944

**TASK 0 - PROJECT MANAGEMENT AND PROGRESS REPORTING**

Responsibility

Regardless of subcontracting arrangements, the Contractor shall be responsible for the timely completion of all the Tasks in the Statement of Work per the Milestone Payment Schedule included herein. The Contractor shall provide all project management activities necessary for the performance of this Statement of Work, as per attached *Milestone Payment Schedule*, which shall include the following activities:

- Coordinate the Work of the Contractor's employees and those of subcontractors and equipment vendors that are undertaking Tasks described in this Statement of Work;
- Ensure control over the project budget and adherence to the project schedule as detailed in the Milestone Payment Schedule; and
- Provide all project reporting to NYSERDA as specified in this Statement of Work.

### Subcontracts

The Contractor shall enter into a Subcontract with an entity *To Be Determined, subject to approval by the NYSERDA Project Manager, to coordinate and provide the technical Advanced LED Street Lighting Assessment.* At NYSERDA's request, the Contractor shall submit a copy of the above agreement(s) to the NYSERDA Project Manager.

### Progress Reporting

The Contractor shall submit **periodic** progress reports, no less frequently than quarterly, to NYSERDA's Project Manager no later than the 15th of the month following each reporting period. The Progress Reports shall include information on the following subjects in the order indicated, with appropriate explanation and discussion:

- a. Name of Contractor
- b. Title of the project.
- c. Agreement number.
- d. Reporting period.
- e. Project progress including a summary of progress, findings, data, analyses, results and field-test results from all Tasks carried out in the covered period.
- f. Planned Work for the next reporting period.
- g. Identification of problems.
- h. Planned or proposed solutions to identify problems described in (f) above.
- i. Ability to meet Milestone Payment Schedule, reasons for slippage in schedule.
- j. Milestone Payment Schedule - percentage completed and projected percentage of completion of performance by calendar quarter - may be presented as a bar chart or milestone chart.
- k. Budget- analysis of actual costs incurred in relation to the Milestone Payment Schedule.

Deliverables: Written Periodic Progress Reports.

### Project Kick-off Meeting

The Contractor shall hold a project kick-off meeting within thirty days from the Agreement execution date. The Contractor shall coordinate with NYSERDA's Project Manager to arrange the meeting at a mutually convenient time and place. The Contractor is encouraged to invite representatives of sub-contractors and equipment vendors. The purpose of this meeting shall be to finalize the strategies for accomplishing the objectives of this Work. In a timely manner, the

Contractor shall submit to NYSERDA's Project Manager a brief report summarizing the issues discussed and decisions made, if any, during this meeting.

Deliverable: A brief report regarding the project kickoff meeting.

#### Project Completion Meeting

The Contractor shall conduct a project completion meeting, it shall occur within time period covering 15 days prior to and 15 days following the submission of the draft Final Report. The Contractor shall coordinate with NYSERDA's Project Manager to arrange the meeting at a mutually convenient time and place.

Deliverable: A brief report regarding the project completion meeting.

Accessibility. Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by NYSERDA and any report on the results of such testing must be satisfactory to NYSERDA.

#### Annual metrics reports

On an annual basis, the Contractor shall submit, to NYSERDA's Project Manager, a prepared analysis and summary of metrics addressing the anticipated energy, environmental and economic benefits that are realized by the project. All estimates shall reference credible sources and estimating procedures, and all assumptions shall be documented. Reporting shall commence the first calendar year after the Agreement was executed. Reports shall be submitted by January 31st for the previous calendar year's activities (i.e., reporting period). The Contractor shall provide metrics in accordance with a web-based form, which will be distributed by NYSERDA.

Deliverable: Annual metrics reports.

#### **Task 1- Study Preparation**

*The Contractor shall work with its Subcontractor to identify the circuit to study the potential implementation of an OMS streetlight system. The Contractor shall consider which circuits experience the most outages historically as well as which circuits would benefit most from the proposed OMS streetlight system. After a circuit to be studied has been determined, the Contractor shall obtain facility utility bills and street lighting inventory for the circuit in question, as well as review and assess electrical energy consumption and maintenance savings.*

**Task 1 Deliverables:**

- *A report in Microsoft Word documenting the circuit to be studied and feasibility analysis considerations.*
- *Implementation plan*

**Month Completion:** *Month 3*

**Task 2 – Conduct Draft LED Study and Technology Assessment**

*The Contractor shall direct its Subcontractor to complete a comparative analysis of key functions of a utility outage management system versus extending the benefits of an LED streetlighting network design. The analysis shall compare the abilities and the overall value of each of the following:*

- *Total project cost;*
- *Project energy savings;*
- *Outage identification capability;*
- *Real-time information alerts;*
- *Minimize disruption and costs of outages;*
- *Improved network reliability;*
- *Historical reporting (size of outages, duration of outages);*
- *Status of repairs;*
- *Field operation benefits and savings;*
- *Coordination with different data sources to ingest and analyze data;*
- *Prioritizing restoration efforts;*
- *Safety and customer satisfaction;*
- *Greenhouse gas reduction; and*
- *Benefits to smaller electric utilities.*

**Task 2 Deliverable(s):** *A Report in Microsoft Word that documents the study results and recommendations to proceed or not proceed with implementation of the OMS streetlight system.*

**Month Completion:** *Month 5*

**Task 3 - Final Report**

Upon completion of the Work, the Contractor shall prepare a non-proprietary/nonconfidential Final Report, in accordance with the Exhibit E Report Content Guide, covering all aspects of the Work performed under this Agreement; the Final Report shall include information on the following subjects:

- *Discussions of the observations and findings and recommendations, if any, from all tasks, and avenues for further improvements, as appropriate;*
- *Discussions of the project results and lessons learned regarding configuration, capabilities, and benefits of the project; and*

- Environmental, and economic benefits, and implementation scenarios associated with such.

Draft Version and Final Version of Final Report: A draft version of the Final Report shall be submitted to NYSERDA's Project Manager no later than the date specified in the Milestone Payment Schedule of the NYSERDA Agreement for this Task. NYSERDA will comment on the draft version within 60 working days after receipt of such draft. Within 30 working days after receipt of NYSERDA's comments, the Contractor shall prepare a final version of the Final Report reflecting therein careful consideration of NYSERDA's comments to the satisfaction of NYSERDA and submit one (1) electronic copy of the final version of the Final Report.

Deliverables: A draft version of the Final Report.  
A final version of the Final Report

**Month Completion:** *Month 6*

MILESTONE PAYMENT SCHEDULE

Milestone Number	Milestone Description	Month Completion	Milestone Payment	External Cost Share	Total Cost
1	Study Preparation	3	\$ 4,250.00	\$ 4,250.00	\$8,500
2	Conduct Draft LED Study and Technology Assessment	5	\$ 6,500.00	\$ 6,500.00	\$13,000
3	Final Report	6	\$ 1,500.00	\$ 1,500.00	\$3,000
		<b>Total</b>	<b>\$ 12,250.00</b>	<b>\$ 12,250.00</b>	<b>\$24,500.00</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 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, Wendy M. MacPherson, 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 Section 163(1)(c).

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



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

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

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

## Article II

### Performance of Work

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

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

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

## 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. 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, for projects not managed through NYSERDA's Salesforce application, the Contractor shall submit invoices electronically to NYSERDA's online invoice system at: <https://services.nyserda.ny.gov/Invoices/>. For projects managed through NYSERDA's Salesforce application, 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. 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. 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 and Project Period noted in Item No. 7 of this Agreement.

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. Where the specified deliverable is in the form of report, acceptance of such report is contingent on Contractor complying with all its obligations set forth in the corresponding task and that the report be complete, and sufficiently and accurately described.

## 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; Confidentiality.

(a) NYSERDA shall have the right to use, duplicate, or disclose Contract Information, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.

(b) The Contractor shall have the right to use Contract Information for its private purposes, subject to the provisions of this Agreement.

(c) NYSERDA shall have no rights to any Proprietary Information.

(d) No information shall be treated by NYSERDA as confidential unless such information is clearly so marked by Contractor at the time it is disclosed to NYSERDA; see Exhibit C regarding NYSERDA's obligations under the Freedom of Information Law. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, be considered confidential or Proprietary Information.

(e) 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.

(f) In conjunction with Contractor's performance of the Project, NYSERDA or other entities may furnish Contractor with information concerning the Work that is collected and stored by, or on behalf of, NYSERDA (the "Information"). The Contractor must follow the policies and procedures outlined in the New York State Information Classification Policy (NYS-S14-002) available at <https://its.ny.gov/policies>.

In addition, the Contractor must follow the policies and procedures found on the Doing Business with NYSERDA webpage at <https://www.nyserda.ny.gov/About/Doing-Business-with-NYSERDA>, as amended and superseded.

Any non-public, confidential, or proprietary Information will be kept confidential and will not, without NYSERDA's prior written consent, be disclosed by Contractor, Contractor's agents, employees, contractors or professional advisors, in any manner whatsoever, in whole or in part, and will not be used by Contractor, Contractor's agents, employees, contractors or professional advisors other than in connection with the Work. Contractor agrees to transmit the Information only to Contractor's agents, employees, contractors and professional advisors who need to know the Information for that purpose and who are informed by Contractor of the confidential nature of the Information and who will agree in

writing to be bound by the terms and conditions of this Agreement.

The NYS Office of Information Technology Services (ITS) establishes and regularly updates policies, standards, and guidelines for technology and information security (collectively referred to as “ITS Security Policies”) for State Entities, including NYSERDA. Contractor shall conform to the requirements of ITS Security Policies when conducting work on behalf of NYSERDA including, but not limited to, application development, web development, hosting, or managing NYSERDA’s sensitive data are required to comply with the NYS requirements. These requirements include, but are not limited to, the NYS Information Security Policy NYS-P03-002, as amended and superseded, which sets forth the minimum requirements, responsibilities, and accepted behaviors to establish and maintain a secure environment and achieve the State's information security objectives.

A complete list of ITS Security Policies is available at: <https://its.ny.gov/policies>.

Contractor shall comply with the requirements below when managing NYSERDA’s data outside NYSERDA’s systems with a Moderate or High rating as per the Information Asset Identification Worksheet found in the New York State Information Classification Policy (NYS-S14-002) <https://its.ny.gov/document/information-classification-standard> as follows:

- Maintain Cyber Security Insurance at the amount indicated in Section 11.02
- Provide a signed self-attestation on an annual basis for multiyear contracts
- For all systems with a High Rating, maintain up-to-date SOC 2 Type 2 Assessment Report and provide to NYSERDA upon request.

Contractor shall notify NYSERDA’s Information Security Officer immediately upon discovery or notification of any security breaches or vulnerabilities:

- [information.security@nyserda.ny.gov](mailto:information.security@nyserda.ny.gov)
- (518) 862-1090 x3486

Contractor will keep a record of the location of the Information. At the conclusion of the Project Period, Contractor will return to NYSERDA all the Information and/or provide proof to NYSERDA that the Information was destroyed. Contractor also agrees to submit to an audit of its data security/destruction practices by NYSERDA or its representative during the contract term and for up to two (2) years following the expiration of the Agreement.

(g) If, in the course of performance of the Agreement, Contractor or Subcontractors (if any) encounter any information in NYSERDA’s Salesforce or other database platforms that a reasonable person would identify as unrelated to the Agreement or otherwise inadvertently produced to Contractor or Subcontractors, Contractor shall notify NYSERDA immediately and neither Contractor nor Subcontractor shall use such inadvertently produced information for its own use. Any Contractor access to NYSERDA information shall be used solely for NYSERDA-related matters. This shall include, but not be limited to, access to the Salesforce CRM.

## 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, and New York State Executive Orders in effect during the contract term, 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.nyserda.ny.gov/-/media/Files/About/Board-Governance/NYSERDA-Code-of-Conduct-Contractors.pdf>);

(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 and the State of New York as additional insureds;
- (b) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and
- (c) be reasonably satisfactory to NYSERDA in all other respects.

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

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



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

Section 11.03. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to NYSERDA certificates of insurance issued by the respective insurers, indicating the Agreement number thereon, evidencing the insurance required by Article XI hereof. In the event any policy furnished or carried pursuant to this Article will expire on a date prior to acceptance of the Work by NYSERDA pursuant to the section hereof entitled Acceptance of Work, the Contractor, not less than 15 days prior to such expiration date, shall deliver to NYSERDA certificates of insurance evidencing the renewal of such policies, and the Contractor shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, upon request the Contractor shall deliver to NYSERDA a certified copy of each policy.

## Article XII

### Stop Work Order; Termination; Non-Responsibility

#### Section 12.01. Stop Work Order.

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

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

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

- (i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement, and
- (ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA decides the facts justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

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

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

#### Section 12.02. Termination.

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

(b) NYSERDA specifically reserves the right to terminate this agreement 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 (c) 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:

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

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

#### **NYSERDA**

Name: Wendy M. MacPherson

Title: Director of Contract Management

Address: 17 Columbia Circle, Albany, New York 12203

Facsimile Number: (518) 862-1091

E-Mail Address: Wendy.MacPherson@nysesda.ny.gov

Personal Delivery: Reception desk at the above address

#### **Village of Greenport**

Name: Paul Pallas

Title: Project Director

Address: 236 3rd St, Greenport, NY 11944-1647

E-Mail Address: [pjpallas@greenportvillage.org](mailto:pjpallas@greenportvillage.org)

(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.nyserda.ny.gov/About/New-York-State-Regulations.aspx>))

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**504.4. Payment Procedures.**

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

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

- (1) any defects in the delivered goods, property or services;
- (2) any defects in the invoice; or
- (3) suspected improprieties of any kind.

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

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

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

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

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

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

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when the State or Federal agency, or other contributing party to the Contract, has completed the inspection, advised NYSERDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which Payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to NYSERDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when such funds are made available to NYSERDA.

**504.6. Interest Eligibility and Computation.** If NYSERDA fails to make Prompt Payment, NYSERDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars (\$10.00). Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

**504.7. Sources of Funds to Pay Interest.** Any interest payable by NYSERDA pursuant to Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

**504.8. Incorporation of Prompt Payment Policy Statement into Contracts.** The provisions of this

Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

**504.9. Notice of Objection.** Contractor may object to any action taken by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Exhibit B to this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

**504.10. Judicial Review.** Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule, or regulation.

**504.11. Court Action or Other Legal Processes.**

(a) Notwithstanding any other law to the contrary, the liability of NYSERDA to make an interest payment to a Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

# 2017 Report Content Guide

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Revised 8/26/16

(Replaces the 2016 NYSERDA Report Content Guide)

## Table of Contents

<b>1</b>	<b>Purpose</b> .....	<b>32</b>
<b>2</b>	<b>Required Elements</b> .....	<b>32</b>
2.1	Copyright for Intellectual Property .....	35
2.2	Proprietary or Confidential Information .....	36
2.3	Americans with Disabilities Act (ADA) Accessibility Compliance .....	36
<b>3</b>	<b>Formatting</b> .....	<b>36</b>
<b>4</b>	<b>Submitting a Report to NYSERDA</b> .....	<b>37</b>
<b>5</b>	<b>Contacts</b> .....	<b>37</b>
<b>6</b>	<b>Required Elements Checklist</b> .....	<b>38</b>

This Report Content Guide should be used in conjunction with the following documents, which are available at [nyserdanyny.gov/Doing-Business-with-NYSERDA](http://nyserdanyny.gov/Doing-Business-with-NYSERDA):

- 2017 NYSERDA Report Formatting Guide
- 2017 NYSERDA Marketing’s Template for Reports (including example)



## 1 Purpose

---

This document explains how to prepare and submit a report to the New York State Energy Research and Development Authority (NYSERDA). It includes details on the elements of the report, specifications for formatting and accessibility, and information on electronic submission. Please follow these instructions unless your NYSERDA contract specifies otherwise.

NYSERDA will publish the finished report deliverable online and/or in print unless the NYSERDA Project Manager approves special circumstances. Please direct questions about technical content and submission deadlines to your NYSERDA Project Manager. For questions related to formatting and electronic submission of the report, contact Diane Welch in NYSERDA Marketing at 518-862-1090, ext. 3276 or [dlw@nyserdera.ny.gov](mailto:dlw@nyserdera.ny.gov)

## 2 Required Elements

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Section 6 includes a checklist of the required elements. This section contains details about the items that are required in all reports (unless noted as optional). Items should appear and be paginated in the following sequence:

- Title page (no page number):
  - o Include title of report, draft or final, prepared for NYSERDA, NYSERDA Project Manager (name and title), prepared by name of organization, individuals and affiliation, report number (NYSERDA will provide during editing), contract number and date report submitted.

Notice (small Roman numerals for page numbers i.e., ii):

- o Option 1—When NYSERDA is the project’s sole sponsor, this notice must be used:

Notice

This report was prepared by [Insert Preparer's Name] in the course of performing work contracted for and sponsored by the New York State Energy Research and Development Authority (hereafter “NYSERDA”). The opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York, and reference to any specific product, service, process, or method does not constitute an implied or expressed recommendation or endorsement of it. Further, NYSERDA, the State of New York, and the contractor make no warranties or representations, expressed or implied, as to the fitness for particular purpose or merchantability of any product, apparatus, or service, or the usefulness, completeness, or accuracy of any processes, methods, or other information contained, described, disclosed, or referred to in this report. NYSERDA, the State of New York, and the contractor make no representation that the use of any product, apparatus, process, method, or other information will not infringe privately owned rights and will assume no liability for any loss, injury, or damage

resulting from, or occurring in connection with, the use of information contained, described, disclosed, or referred to in this report.

NYSERDA makes every effort to provide accurate information about copyright owners and related matters in the reports we publish. Contractors are responsible for determining and satisfying copyright or other use restrictions regarding the content of reports that they write, in compliance with NYSERDA's policies and federal law. If you are the copyright owner and believe a NYSERDA report has not properly attributed your work to you or has used it without permission, please email [print@nyserda.ny.gov](mailto:print@nyserda.ny.gov).

Information contained in this document, such as web page addresses, are current at the time of publication.

- Option 2—When there are project co-sponsors in addition to NYSERDA, use the following notice instead:

#### Notice

This report was prepared by [Insert Preparer's Name] in the course of performing work contracted for and sponsored by the New York State Energy Research and Development Authority and the [Insert Co-Sponsor's Name] (hereafter the "Sponsors"). The opinions expressed in this report do not necessarily reflect those of the Sponsors or the State of New York, and reference to any specific product, service, process, or method does not constitute an implied or expressed recommendation or endorsement of it. Further, the Sponsors, the State of New York, and the contractor make no warranties or representations, expressed or implied, as to the fitness for particular purpose or merchantability of any product, apparatus, or service, or the usefulness, completeness, or accuracy of any processes, methods, or other information contained, described, disclosed, or referred to in this report. The Sponsors, the State of New York, and the contractor make no representation that the use of any product, apparatus, process, method, or other information will not infringe privately owned rights and will assume no liability for any loss, injury, or damage resulting from, or occurring in connection with, the use of information contained, described, disclosed, or referred to in this report.

NYSERDA makes every effort to provide accurate information about copyright owners and related matters in the reports we publish. Contractors are responsible for determining and satisfying copyright or other use restrictions regarding the content of the reports that they write, in compliance with NYSERDA's policies and federal law. If you are the copyright owner and believe a NYSERDA report has not properly attributed your work to you or has used it without permission, please email [print@nyserda.ny.gov](mailto:print@nyserda.ny.gov)

Information contained in this document, such as web page addresses, are current at the time of publication.

Abstract and Keywords (optional; small Roman numerals for page numbers):

- The Abstract is a brief, approximately 200-word description of project objectives, investigative methods used, and research conclusions or applications. This information will be used when NYSERDA registers the report with the New York State Library and the Library of Congress. A list of keywords that describe the project and identify the major research concept should be submitted with the report. Four to six precise descriptors are generally sufficient and will be used for indexing, registering and distributing the report.

Acknowledgments (optional; small Roman numerals for page numbers):

- If included, the Acknowledgments page precedes the Table of Contents and is generally no longer than two paragraphs in length.

Table of Contents (small Roman numerals for page numbers):

- The Table of Contents should list front matter material (except the Table of Contents) and titles and section numbers for heading levels one through four. Additional levels should not be used in the report. If the heading styles are applied in Word, the list can be automatically generated.

List of Figures (small Roman numerals for page numbers).

- If the report contains three or more figures, they should be listed using the style of the Table of Contents. (If the figure titles in text have the caption function applied in Word, the list can be automatically generated.)

List of Tables (small Roman numerals for page numbers).

- If the report contains three or more tables, they should be listed using the style of the Table of Contents. (If the figure titles in text have the caption function applied in Word, the list can be automatically generated.)

Acronyms and Abbreviations List (small Roman numerals for page numbers):

- All acronyms and abbreviations should be spelled out and followed by the acronym or abbreviation in parentheses on first use.
- First reference to NYSERDA in text should be “the New York State Energy Research and Development Authority (NYSERDA).” Subsequent references should read simply “NYSERDA.”
- When referring to New York State, use “New York State” on first use and abbreviate “the State” for subsequent uses.
- Use a one- or two-column layout for the list, but do not use a table.

Executive Summary or Summary (optional; ES-1 or S-1 etc. for page numbers of Executive Summary and Summary, respectively):

- An Executive Summary is two pages in length maximum. A Summary is a shorter version of the report and varies in length but less than 10 percent of the main report is a good guideline.

Main Text (sequentially numbered pages i.e., 1, 2, 3 etc. preferred, but chapter-page numbering is acceptable).

Figures and tables with sequential numbering (Figure 1, Figure 2, etc. preferred but sequential chapter-number are acceptable), callouts in text (i.e., Figure 1 shows...) and Alternative Text to comply with ADA Accessibility are required. Refer to ADA guidelines for the best way to represent data with reference to colors. Preferences for tables are listed in this document.

- Figures and tables at the back of the document are preferred for documents that NYSERDA will be formatting; figures and tables placed in-line with text near callout is acceptable. Do not use wrap text.

References Cited and Bibliography information (as needed; continue sequential page numbering):

- References Cited vs. Bibliography: References Cited has specific references called out in text to document sources of specific information, and a bibliography is a list of sources used to compile a document but does not have callouts for specific facts in the text.
- Endnote style for reference citations is preferred but footnotes are acceptable.
- Format of reference callout in text for footnote or endnote is the author-date callout in text (i.e., Wood and Stone 2010).
- Full reference citations listed alphabetically by the last name of the first author.
- Citation format is based on Chapter 15 (Documentation II: Author-Date References) of The Chicago Manual of Style (16th edition).
- Use the following format to refer to reports published by NYSERDA:

New York State Energy Research and Development Authority (NYSERDA). Year of publication. "Title of Report," NYSERDA Report Number xx-yy. Prepared by organization, company or individual names and city/state location (optional). [nyserda.ny.gov/publications](http://nyserda.ny.gov/publications)

Appendices (optional; A-1 etc for Appendix A, B-1 etc for Appendix B page numbering):

- In NYSERDA reports, Appendices should be called appendices and not Attachments. Attachments are used to append a document to an appendix. (Attachments may have different definitions in emails and legal documents.)

Alternative text that describes figures and tables to meet Accessibility requirements. (A separate Word file is fine—see Section 2.2 for more details).

## 2.1 Copyright for Intellectual Property

All material borrowed or adapted from other sources should be properly identified (i.e., document, source, date, and page). The contractor must obtain and submit to NYSERDA the copyright owner's written permission to use any illustrations, photographs, tables, figures, or substantial amounts of text from any other publication.

For each figure and table, the contractor must also provide a source line that gives the original source and any language stating permission to reprint that should be published with each respective table or figure.

## 2.2 Proprietary or Confidential Information

Propriety or confidential information must be clearly labeled in the report submission as “proprietary” or “confidential.” To the extent possible, the information should be contained within one section or appendix that can be easily removed prior to publishing. Consult your NYSERDA Project Manager with any questions.

## 2.3 Americans with Disabilities Act (ADA) Accessibility Compliance

As a State Authority, NYSERDA is obligated to ensure that all documents published on NYSERDA’s website are accessible, pursuant to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220 August 7, 1998).

To meet the needs of persons with visual or mobility disabilities, reports must be in a format that allows for conversion of written words of an electronic document into speech, thus allowing the person with a disability to hear the text. The formatting of these documents is critical to the success of the conversion from text to speech. Screen reading software will read the document as one long series of paragraphs with no differentiation for new topics unless properly formatted with Heading Styles. (Imagine reading a textbook with no difference in text from one paragraph to the next.)

Reports submitted to NYSERDA must meet the following requirements:

Use numbered headings in the document up to Level 4 (i.e., 1.1.1.1).

Pick one of the formatting options outlined in Section 3 of this document.

Provide short titles for all tables, images, and figures.

Provide Alternative Text (also known as alt-text) that describes the visual elements of each image and figure—and does not just repeat the title or caption. Include alt text for any tables that are inserted as images.

- Write out links in documents that will be printed. Write the sentence so that the URL is not at the end and followed by a period. See the last bulleted item for an example (“Visit...”).
- Avoid linking to “click here” or including extremely long URLs. For web-only documents, use contextual links, such as linking NYSERDA’s website to “NYSERDA” instead of putting a long URL in text.
- Visit [nyserda.ny.gov/Doing-Business-with-NYSERDA](http://nyserda.ny.gov/Doing-Business-with-NYSERDA) for more information about how to make a document accessible.

## 3 Formatting

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Contractors have two options for the format of a submitted document:

### **Option 1—NYSERDA does the formatting**

Contractor emails to NYSERDA Project Manager a Word file of all report components with all text in Times New Roman 10 pt font.

File should include outline level numbering with each section head (1 is Level 1 Heading, 1.1 is Level 2 Heading, 1.1.1 is Level 3 Heading, 1.1.1.1 is Level 4 Heading), not to exceed Level 4.

Each figure and table should have a call-out in the main text (i.e., Figure 1 shows... or According to Figure 1,... or (Figure 1) at the end of a sentence).

Figures and tables along with their titles and sources (and captions if necessary) should be grouped together at the back of the file or supplied in a separate file. Contractor can request inline or back-of-report placement of figures.

NYSERDA will format the document according to the 2016 NYSERDA Marketing's Template for Reports.

### **Option 2—Contractor does the formatting**

Visit [nyserda.ny.gov/Doing-Business-with-NYSERDA](http://nyserda.ny.gov/Doing-Business-with-NYSERDA) to download:

- [Report template \(2016 NYSERDA Marketing's Template for Reports\)](#).
- [Details about report formatting \(2016 NYSERDA Report Formatting Guide\)](#).

Apply each of the Word Styles in the template to the elements of the document as appropriate, such as apply Heading 1 to all first-level headings, Body Text to all body text and References to reference materials. Place figures and captions after each respective call-out OR in order at the back of the report. Do not hyperlink websites.

## **4 Submitting a Report to NYSERDA**

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No print drafts of the report are required. An electronic Word version of the draft report should be emailed to the NYSERDA Project Manager. Contact the Project Manager regarding how to transfer large files. The contractor is responsible for satisfactorily addressing comments from NYSERDA and other stakeholders. When making corrections, the contractor must ensure that technical content is not compromised. After editorial corrections have been made, the contractor must email to the Project Manager a Word version of the final report. NYSERDA will consider high-resolution image submissions for report covers.

## **5 Contacts**

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The NYSERDA Project Manager should be the contractor's primary point of contact.

For additional questions, contact Diane Welch in NYSERDA Marketing at [dlw@nyserda.ny.gov](mailto:dlw@nyserda.ny.gov) or 518-862-1090 x3276.

Contractors can also email [print@nyserda.ny.gov](mailto:print@nyserda.ny.gov) or call 518-862-1090 and ask for Marketing.

## 6 Required Elements Checklist

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The following elements should be included in reports, unless noted as optional, along with the style of page numbers is listed in parentheses:

Title page (no page number).

Notice (small Roman numeral page numbers, i.e., ii).

Abstract

Keywords (optional; small Roman numerals).

Acknowledgments (optional; small Roman numerals).

Table of Contents (small Roman numerals).

List of Figures (small Roman numerals).

List of Tables (small Roman numerals).

Acronyms and Abbreviations List (small Roman numerals).

Executive Summary or Summary (optional; ES-1 or S-1 etc).

Main Text (pages sequentially numbered i.e., 1, 2, 3 etc.).

Figures and tables with sequential numbering (Figure 1, Figure 2, etc.), callouts in text (i.e., Figure 1 shows...), and Alt Text for ADA Accessibility.

- Figures and tables at the back of the document are preferred for documents that NYSERDA will be formatting; figures and tables placed in-line with text after first callout are acceptable. Do not wrap text.

References Cited and Bibliography information.

Appendices (optional; page numbering is A-1 etc. for Appendix A, B-1 etc. for Appendix B).

Copyright information for intellectual property (i.e., images, figures, tables or large pieces of text that have been previously published)—include written permission from the copyright holder at the end of the document and use appropriate language in the captions of the images, figures and tables such as “Reprinted with permission from [publisher’s name].”

Alternative text that describes each image and figure (include Alt text for tables that are included as images) —and does not just repeat the title or caption. (See Section 2.3 for more information.) The text should be listed at the end of the document or provided in a separate file.

12/17/23

AGREEMENT made this 21<sup>st</sup> day of December 2023 by and between the VILLAGE OF GREENPORT and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, VILLAGE OF GREENPORT UNIT ("the CSEA").

WHEREAS, the Village and the CSEA are parties to a collective bargaining agreement covering the period of June 1, 2021 through May 31, 2025 ("the CBA"); and

WHEREAS, on or about May 17, 2023, employee Chad Osmer filed a Grievance alleging, in sum and substance that, on or about May 15, 2023, the Village violated CBA Article VII, Section 10 ("Out-of-Title Work") when the Village Administrator denied his "Out-of-Title Preapproval Form;" and

WHEREAS, on or about May 17, 2023, employee Tyler Doherty filed a Grievance alleging, in sum and substance that, on or about May 15, 2023, the Village violated CBA Article VII, Section 10 ("Out-of-Title Work") when the Village Administrator denied his "Out-of-Title Preapproval Form;" and

WHEREAS, the Grievances were denied; and

WHEREAS, the parties have negotiated in good faith and desire to resolve this dispute without the time, expense and uncertainty of litigation between them.

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, and the Recitals set forth above, which are incorporated into this Agreement as though fully set forth in this Agreement, the parties hereby stipulate and agree as follows:

1. Effective upon the complete ratification of this Agreement, the CSEA withdraws the May 17, 2023, Grievances filed by Mr. Osmer and Mr. Doherty, with prejudice.

2. Effective with the pay period following the CSEA's withdrawal of the Grievances, the Village will increase Mr. Osmer's hourly rate to \$34/hour and Mr. Doherty's hourly rate to \$31/hour.

3. This Agreement represents the entire agreement between the parties with respect to resolving the May 17, 2023, Grievances filed by Mr. Osmer and Mr. Doherty. No other promises have been made, oral or otherwise.

4. This Agreement, including this paragraph, may only be modified by a written agreement executed by all parties.

5. The language of all parts of this Agreement will be construed as a whole, according to its fair meaning and not strictly for or against any of the parties, even though one of the parties may have drafted it.

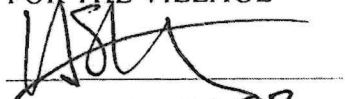


12/17/23


6. This Agreement may be executed with original signatures in counterparts, or by facsimile or PDF-scanned signatures in counterparts, which will be deemed legally binding as fully as an original signature.

7. This Agreement is subject to ratification and approval by the Village Board of Trustees. If the Board of Trustees does not ratify and approve the Agreement, then it will become null and void and no adverse inference will be drawn against either party by virtue of having entered into it.

FOR THE VILLAGE

  
Dated: 12.21.23

FOR THE CSEA

  
Dated: 12/21/23



Dated: 12/21/23

December 15, 2023

Employee Name	Hire Date	Last Raise Date	Current Salary/ Rate	Proposed New Salary/ Rate	Reason	Additional Info
Adam Brautigam	6/28/2017	July 2023	\$60,375 PER YEAR	\$70,000 PER YEAR	Significant additional duties	Working as Treasurer
Mike Flora	4/24/2013	APRIL 2022	\$42.37 PER HOUR	\$45.37 PER HOUR	Expertise- Sec 9.b. Union Contract	
Meko Bell	12/1/2021	DEC 2022	\$21.09 PER HOUR	\$22.69 PER HOUR	Added Duties- Sec 9. a. Union Contract	
Anthony Monzon	12/1/2021	DEC 2022	\$21.09 PER HOUR	\$22.69 PER HOUR	Added Duties- Sec 9. a. Union Contract	
Chad Osmer	6/28/2017	SEP 2022	\$28.11 PER HOUR	\$34.00 PER HOUR	New Title	Per Grievance Settlement
Tyler Doherty	8/7/2019	MARCH 2023	\$25.24 PER HOUR	\$31.00 PER HOUR	New Title	Per Grievance Settlement
Tina Zilnicki	8/4/2022	July 2023	\$23.50 PER HOUR	\$25.50 PER HOUR	Added Duties- Sec 9. a. Union Contract	
Asha Gallacher	6/1/2007	NONE	\$31.35 PER HOUR	\$33.85 PER HOUR	Added Duties- Sec 9. a. Union Contract	Per recommendation of Housing Authority

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2024 Period: 12 Trans Type: B2 - Amend Status: Batch  
 Trans No: 5282 Trans Date: 12/13/2023 User Ref: ADAM  
 Requested: STEPHEN R. Approved: Created by: ADAM 12/13/2023  
 Description: TO APPROPRIATE RESERVES TO FUND THE REPLACEMENT OF TWO WATER MACHINES AT THE POWER PLANT  
 Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
F.8320.402	WATER MACHINE SUPPLIES..	18,000.00
F.5990	APPROPRIATED FUND BALANCE	18,000.00
<b>Total Amount:</b>		36,000.00

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2024 Period: 12 Trans Type: B2 - Amend Status: Batch  
 Trans No: 5283 Trans Date: 12/20/2023 User Ref: ADAM  
 Requested: PAUL PALLAS Approved: Created by: ADAM 12/20/2023  
 Description: TO APPROPRIATE GENERAL RESERVES TO FUND ATTORNEY LEGAL Account # Order: No  
 EXPENSES Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	10,000.00
A.1420.400	LAW.CONTR EXP..	10,000.00
<b>Total Amount:</b>		<u><u>20,000.00</u></u>

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2024 Period: 12 Trans Type: B1 - Transfer Status: Batch  
Trans No: 5284 Trans Date: 12/21/2023 User Ref: ADAM  
Requested: WAYDE M. Approved: Created by: ADAM 12/21/2023  
Description: TO TRANSFER FUNDS FROM MISC EXPENSES TO FIRE APPARATUS REPAIR AND MAINTENANCE Account # Order: No  
Print Parent Account: No

Account No.	Account Description	Amount
A.3410.450	FIRE.MISC EXPENSE..	-6,000.00
A.3410.415	FIRE.REPAIR & MAINT - TRANS EQUIP..	6,000.00
	<b>Total Amount:</b>	0.00

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2024 Period: 12 Trans Type: B2 - Amend Status: Balch  
 Trans No. 5285 Trans Date: 12/22/2023 User Ref: ADAM  
 Requested: STEPHEN R. Approved: Created by: ADAM 12/22/2023  
 Description: TO APPROPRIATE WATER FUND RESERVES TO FUND NEW HYDRANTS Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
F.5990	APPROPRIATED FUND BALANCE	36,000.00
F.8320.202	HYDRANTS - GREENPORT..	36,000.00
<b>Total Amount:</b>		<u>72,000.00</u>



# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year:	2024	Period:	12	Trans Type:	B2 - Amend	Status:	Batch
Trans No.:	5287	Trans Date:	12/22/2023	User Ref.:	ADAM		
Requested:	DOUG J.	Approved:		Created by:	ADAM		12/22/2023
Description:	TO APPROPRIATE LIGHT FUND RESERVES TO FUND REPLACEMENT OF TRANSFORMERS					Account # Order:	No
					Print Parent Account:	No	

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	137,000.00
E.0365	TRANSFORMERS	137,000.00
	<b>Total Amount:</b>	<b>274,000.00</b>



**BID FORM**

**VILLAGE OF GREENPORT  
CONTRACTOR SERVICES AS PER SPECIFICATIONS - 2024**

Village of Greenport  
236 Third Street  
Greenport, New York 11944

Bidders:

The undersigned bidder has carefully examined the Contract Documents for the proposed work and will provide all necessary labor, materials, equipment and incidentals as necessary and called for by the said contract Documents in the manner prescribed therein and in said Contract, and in accordance with the requirements of the Village of Greenport at the following unit and lump sum prices:

Name of Bidder: Stanley F. Skrezec

Address of Bidder: 50 CULL POND LANE, Greenport, N.Y. 11944

EIN No.: 27-2899818

Contact Phone No: 631-477-1822

Contact E-Mail: skrezecdigsyou@gmail.com

Signature: Stanley F. Skrezec III

Signed By: Stanley F. Skrezec III

Title: owner / operator

Date: 12/18/23

**VILLAGE OF GREENPORT  
CONTRACTOR SERVICES AS PER SPECIFICATIONS - 2024**

**BID FORM (CONTINUED)**

**Name of Bidder:** Stanley F. Skrzec

	Per ½ day	Per Full Day	Nights Weekends Hourly Rate
Laborer <sup>1</sup>	\$ <u>250-</u>	\$ <u>500-</u>	\$ <u>60-</u>
Backhoe with operator	\$ <u>600-</u>	\$ <u>1200-</u>	\$ <u>300-</u>
Bulldozer with operator	\$ <u>600-</u>	\$ <u>1200-</u>	\$ <u>300-</u>
Dump Truck with operator	\$ <u>400-</u>	\$ <u>800-</u>	\$ <u>250-</u>

Materials and Disposals<sup>2</sup> \$ 25 %  
Above cost

1. Please indicate number of laborers available 2

2. Invoices from suppliers are required before payment will be authorized.

Title: Owner / operator - President

Date: 12 / 18 / 2023

**BID FORM**

**REMOVAL AND DISPOSAL OF SNOW AS REQUIRED  
ON VILLAGE STREETS -2024**

Village of Greenport  
236 Third Street  
Greenport, New York 11944

Bidders:

The undersigned bidder has carefully examined the Contract Documents for the proposed work and will provide all necessary labor, materials, equipment and incidentals as necessary and called for by the said contract Documents in the manner prescribed therein and in said Contract, and in accordance with the requirements of the Village of Greenport at the following unit and lump sum prices:

Name of Bidder: Stanley F. Skrezec

Address of Bidder: 50 CULL POND LANE, GREENPORT, N.Y. 11944

EIN No.: 27-2899818

Contact Phone No: 631-477-1822

Contact E-Mail: skrezecdigsyou@gmail.com

Signature: Stanley F. Skrezec III

Signed By: Stanley F. Skrezec III

Title: Owner-operator / President

Date: Dec 18, 2023

**REMOVAL AND DISPOSAL OF SNOW AS REQUIRED  
ON VILLAGE STREETS -2024**

**BID FORM (CONTINUED)**

Name of Bidder: Stanley F. Skreze

<b>REMOVAL AND DISPOSAL OF SNOW AS REQUIRED ON VILLAGE STREETS - 2023</b>
---

	1/2 day	Full Day
<b>Dump Truck and Driver</b>	\$ 400.00	\$ 800.00
<b>Snow Removal Equipment and Operator</b>	\$ 600.00	\$ 1200.00

**BID FORM**

**VILLAGE OF GREENPORT TREE AND STUMP REMOVAL SERVICES AND STUMP GRINDING SERVICES, ON SPECIFIED VILLAGE OF GREENPORT STREETS - 2024**

Village of Greenport  
236 Third Street  
Greenport, New York 11944

Bidders:

The undersigned bidder has carefully examined the Contract Documents for the proposed work and will provide all necessary labor, materials, equipment and incidentals as necessary and called for by the said contract Documents in the manner prescribed therein and in said Contract, and in accordance with the requirements of the Village of Greenport at the following unit and lump sum prices:

Name of Bidder: Dom's Lawn Makers Inc.

Address of Bidder: 101 Harbor Rd. Port Washington

EIN No.: 112497414

Contact Phone No: (516) 944-6497

Contact E-Mail: domstree@aol.com

Signature: 

Signed By: Dominick D'Alonzo

Title: President

Date: 12-19-2023

**VILLAGE OF GREENPORT TREE AND STUMP REMOVAL SERVICES AND STUMP GRINDING SERVICES, ON SPECIFIED VILLAGE OF GREENPORT STREETS - 2024**

**BID FORM (CONTINUED)**

Name of Bidder: Dom's Lawn Makers Inc.

**VILLAGE OF GREENPORT TREE AND STUMP REMOVAL SERVICES AND STUMP GRINDING SERVICES, ON SPECIFIED VILLAGE OF GREENPORT STREETS - 2024**

<p><b>VILLAGE OF GREENPORT TREE AND STUMP REMOVAL SERVICES AND STUMP GRINDING SERVICES, ON SPECIFIED VILLAGE OF GREENPORT STREETS - 2024 TOTAL PROJECT BID PRICE:</b></p>	
<p><b>GENERAL DESCRIPTION OF WORK:</b> The work to be performed consists principally of the removal of specified trees and stumps and the removal and grinding of specified tree stumps only on Village of Greenport streets. Any tree that can be cut into 18" pieces for firewood are to be cut accordingly, and the rest of the tree should be mulched and provided to the Village at a designated location in Moore's Woods.</p>	
<p><b>Total Project Bid Price in Words:</b> <i>Twenty one thousand, Eight HUNDRED AND twenty DOLLARS</i></p>	<p><b>Total Project Bid Price in Numerals:</b> <i>\$ 21,820.00</i></p>

Description	Project Bid Price (In Words)	Project Bid Price (In Numerals)
<b>TREE AND STUMP REMOVAL</b>	<i>EIGHTEEN thousand, ONE HUNDRED AND twenty DOLLARS, AND NO/cents</i>	<i>\$ 18,120.00</i>
<b>STUMP GRINDING</b>	<i>Twenty nine HUNDRED AND FIFTY DOLLARS</i>	<i>\$ 2,950.00</i>
<b>FIREWOOD 18" PIECES</b>	<i>SIX HUNDRED DOLLARS AND NO/cents</i>	<i>\$ 600.00</i>
<b>MULCHING WITH DELIVERY TO THE VILLAGE-DESIGNATED LOCATION IN MOORES WOODS</b>	<i>ONE HUNDRED AND FIFTY DOLLARS</i>	<i>\$ 150.00</i>