

BOARD OF MANAGERS MEETING
September 23, 2015 – 3:00 P.M.
Common Council Chambers

The meeting was called to order at 3:00 P.M.

PRESENT:

Ralph Signoracci, Council President
Michael Durocher, Comptroller
Kenneth Radliff, Commissioner OGS
Peter Frangie, Treasurer

ALSO PRESENT:

None

ABSENT:

Mayor Primeau

Council President Signoracci made a MOTION to approve the minutes from the September 4 and 18, 2015 Board of Managers meetings. Seconded by Peter Frangie. All members voted "AYE". The motion passed.

Council President Signoracci made a MOTION to approve an agreement with Hart Alarm for alarm system monitoring at the Water Filtration Plant for \$20.00 per month.

Seconded by Peter Frangie. All members voted "AYE". The motion passed.

Council President Signoracci made a MOTION to approve a use of facilities application from Holiday Hope Store for use of the Cohoes Library basement on Tuesday, December 8 to Saturday, December 12, 2015 for parents to purchase Christmas gifts for their children.

Kenneth Radliff seconded the motion. All members voted "AYE". The motion passed.

Council President Signoracci made a MOTION to approve the attached budget transfers.

Kenneth Radliff seconded the motion. All members voted "AYE". The motion passed. Transfers are attached.

Council President Signoracci made a MOTION to award the Library Window Restoration project to Bennett Contracting in the amount of \$34,672.00.

At 3:20 PM, with no further business to come before the board, Michael Durocher made a MOTION to adjourn; Council President Signoracci seconded the motion. All members voted "AYE."

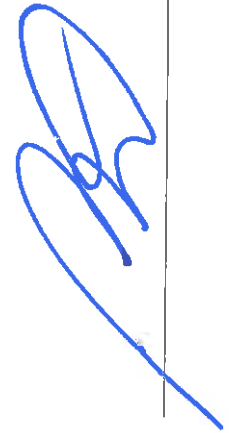


Lori A. Yando, City Clerk

**City of Cohoes 2015 BUDGET
ACCOUNT CODE TRANSFER REQUEST FORM**

Funds Transferred To	Funds transferred from	Account Code	Amount	Transfer Justification
The following transfers are budget Neutral				
Asst Corporation Salary	A1420.1410 Litigation cost	A1420.4220	\$ 1,900.00	Transfer to cover salary from 9/21/15-9/30/15

The City of Cohoes is budgeting for a loss in the water fund at this time. It is too early in the fiscal year to transfer from income/expense accounts to cover overtime due to numerous water breaks in the City As the year goes on I will try to cover this loss in the water fund with revenues/expenses that come in over/under the 2015 budget. Total budgeted loss thru March 2015 now stands at \$30,000



9/22/15

DATE

BOARD OF MANAGERS MEETING
September 30, 2015 – 8:30 A.M.
Mayor Office

The meeting was called to order at 8:35 A.M.

PRESENT:

Mayor Primeau
Ralph Signoracci, Council President
Michael Durocher, Comptroller
Kenneth Radliff, Commissioner OGS
Peter Frangie, Treasurer

ALSO PRESENT:

Andra Ackerman, Corporation Counsel

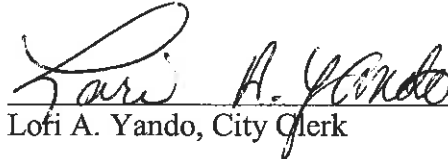
ABSENT:

None

Kenneth Radliff made a MOTION to approve the 2016 Budget. Mayor Primeau stated this is below the tax cap.

Council President Signoracci seconded the motion. All members voted "AYE". The motion passed.

At 8:40 AM, with no further business to come before the board, Michael Durocher made a MOTION to adjourn; Council President Signoracci seconded the motion. All members voted "AYE."



Lofi A. Yando, City Clerk

BOARD OF MANAGERS MEETING
October 9, 2015 – 8:30 A.M.
Common Council Chambers

The meeting was called to order at 8:30 A.M.

PRESENT:

Ralph Signoracci, Council President
Michael Durocher, Comptroller
Kenneth Radliff, Commissioner OGS
Peter Frangie, Treasurer

ALSO PRESENT:

Garry Nathan, Engineer

ABSENT:

Mayor Primeau

Peter Frangie made a MOTION to approve the minutes from the June 5 and 12, 2015 meetings.

Council President Signoracci seconded the motion. All members voted "AYE". The motion passed.

Council President Signoracci made a MOTION to approve a contract with Edgeco Environmental for asbestos abatement in the basement in the amount of \$5,800.00.

Peter Frangie seconded the motion. All members voted "AYE". The motion passed.

Council President Signoracci made a MOTION to approve the annual agreement with the New York State Unified Court System for cleaning and minor repairs for 2015-2016. Compensation is in the amount of \$90,987.00.

Kenneth Radliff seconded the motion. All members voted "AYE". The motion passed.

Council President Signoracci made a MOTION to enter into an agreement with Facility Dude for on line work orders for \$4,510.00.

Kenneth Radliff, "Do we know if John DiCocco has looked into this? I would like to have someone check into the company."

Council President Signoracci, "I think it is a good thing to put in place."

Peter Frangie seconded the motion. All members voted "AYE". The motion passed.

At 8:40 AM, with no further business to come before the board, Council President Signoracci made a MOTION to adjourn; Michael Durocher seconded the motion. All members voted "AYE."



Lori A. Yando, City Clerk



YOUR FAMILY'S PROTECTION
IS OUR FAMILY'S BUSINESS

514 FOURTH STREET
WATERVLIET, NEW YORK 12189
(518) 272-2007

MONITORING AND NOTIFICATION AGREEMENT

LICENSED BY THE NYS DEPT. OF STATE

LIC #12000111377

COHOES~CITY OF
97 MOHAWK ST
COHOES NY 12047

930320

SERVICE ADDRESS

COHOES MUSIC HALL
58 REMSEN STREET

ANNUAL CONTRACT PERIOD JANUARY 2016 THRU DECEMBER 2016

HART ALARM SYSTEMS, INC. does hereby propose to provide for central station monitoring and notification service of the above listed subscriber's alarm system during the period of this agreement. Specific dispatch and notification arrangements are covered by a separate agreement between the subscriber and central station. Monitoring fees will be billed quarterly by HART, in advance, at the monthly rate of \$20.00. FIRE ALARM

The system will be monitored via subscriber's digital communicator and/or Two-way radio and /or cellemetry and/or Alarm.com, by CRITICOM.

Outstanding balances (over 30 days from invoice date) are subject to a one and one-half percent (1 1/2%) per month late fee assessment.

This agreement shall be automatically renewed yearly thereafter, for an annual term at the then applicable monthly charge, unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, at which time such termination of monitoring and notification service will take place. It is understood that a service charge will be levied to convert/reprogram from a monitored to a local system if a current service contract is not in place.

1. If connection to the HART specified monitoring facility is to be by Digital Communicator, the Customer agrees to provide a connection via a registered telephone jack required for the HART equipment. Such connection shall be electrically first before any other telephone or Customer equipment, and shall be within 10 feet of the HART Control Panel. If requested by the Customer, HART shall provide such connection at a cost to the Customer. The Customer understands that if a digital communicator is installed under this Agreement, it uses standard telephone lines as the transmission mode of sending signals and eliminates the need for dedicated telephone facilities. Customer also understands that HART does not receive signals when the transmission mode is or becomes nonoperational and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with, or otherwise damaged. The Customer agrees that the liability of the Telephone Company is limited in accordance with and the Telephone Company may invoke the provisions of Paragraph 1 Limit of Liability of the General Terms and Conditions of this Agreement.
2. HART ASSUMES NO LIABILITY FOR INTERRUPTIONS OF SERVICE DUE TO STRIKES, RIOTS, FLOODS, FIRES, ACTS OF GOD OR ANY CAUSE BEYOND THE CONTROL OF HART AND WILL NOT BE REQUIRED TO PROVIDE SERVICE TO THE CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE SHALL CONTINUE.
3. Assignment - This Agreement is not assignable by the Customer except upon written consent of HART first being obtained. HART shall have the right to assign this agreement or to subcontract any of its obligations under this agreement without notice to customer.

TERMS AND CONDITIONS APPLYING TO INITIAL PROVISION OF MONITORING AND NOTIFICATION SERVICE

4. Installation - HART agrees to provide the initial connection and test of digital Monitoring Service in a professional manner in accordance with the following conditions: A. Customer will make premises available without interruption during HART's normal working hours, 8:30 AM to 5:00 PM, Monday through Friday, excluding holidays. B. Customer understands that the installation will necessitate drilling into various parts of the premises. HART intends, generally, to conceal wiring in the finished areas of the premises, however, there may be areas in which due to construction, decoration, or furnishing of the premises, HART determines, in its sole discretion, that it would be impractical to conceal the wiring and in such cases, wire will be exposed. C. The Customer agrees to provide 110AC electrical outlets at designated locations for equipment requiring AC power. D. The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expense. E. Customer warrants that the Customer owns the premises in which the equipment is being installed or that Customer has the authority to engage HART to carry out the installation in the premises.

TERMS AND CONDITIONS APPLYING TO REPAIR SERVICE

5. To obtain repair service, call or write HART's Service Department at the telephone number or address printed on this agreement, or subsequently furnished by HART. Repair service pursuant to WARRANTY or any servicing arrangement will be furnished only during HART's NORMAL WORKING HOURS, 8:30 AM TO 5:00 PM, Monday through Friday, except holidays. Services rendered outside the normal working hours of HART are not covered and any services requested to be performed at such times shall be charged for at Hart's then applicable rates for labor and material. In the event customer calls HART for service and upon inspection it is found that conditions not covered have led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of the HART representative whether or not he actually works on the system. Should it actually be necessary to make repairs to the system due to condition not covered, a charge will be made for such work at HART's then applicable rates for labor and material.



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514 FOURTH STREET
WATERVLIET, NEW YORK 12189
(518) 272-2007

MONITORING AND NOTIFICATION AGREEMENT

LICENSED BY THE NYS DEPT. OF STATE

LIC #12000111377

COHOES-CITY OF
97 MOHAWK ST
COHOES NY 12047

970305

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COHOES MUSIC HALL
58 REMSEN STREET

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Yando, Lori

From: Nathan, Garry
Sent: Wednesday, November 25, 2015 12:12 PM
To: Yando, Lori
Subject: Library Window Restoration Change Order
Attachments: CO Part 1 15112512240.pdf; CO Part 2 15112512250.pdf

Please put this item on for the next BOM meeting.

Thanks

Garry F. Nathan, P.E.

City Engineer
City of Cohoes
97 Mohawk Street
Cohoes, NY 12047
518-233-2131
518-233-2162 - Fax
gnathan@ci.cohoes.ny.us
<http://www.ci.cohoes.ny.us>

Cohoes...A Community that Cares



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Albany, New York 12202
www.BennettContracting.com

Area's #1 Full Service Remodeler

(518) 462-6731
(Fax) 462-3901
Service@BennettContracting.com

Change Order, Owner / Contractor (ver. 01-01-14)

Owner: City of Cohoes	Home:	Job #: 27450
Street: 97 Mohawk St.	Work: 233-2131	Cust #: 21840
City, Zip: Cohoes, NY 12047	Cell:	Estimator: Tony C
Job Location: 169 Mohawk St. Cohoes, 12047		Date: 11/10/15
Computer C/O #:	Job C/O #: 1	Item #: 63

Change Order to re-glaze all windows, perform large dutchman repairs, and supply and install glass as described below:

Window type M

Dutchman repair to window M-1: Support existing glass and window structure. Remove deteriorated wood at sill and head. Fabricate and install replacement wood. Patch as needed with consolidant. Sand smooth.

Adjust frame of window M-3: Support existing glass and window structure. Adjust window back to interior stops by removing debris and unsound material from interior. Patch as needed with consolidant. Sand smooth.

Glazing replacement: Support glass. Remove existing cracked and deteriorated glazing. Install new glazing compound and tool smooth. Prime new glazing once cured. Overlap paint onto glass. Clean paint and residue from glass.

Total change order for window type M = \$8,350.00

Window type O

Interior stops to both Window O-1 and Window O-2: Remove existing consolidant / glazing on interior. Template opening to fabricate interior stops. Glue and nail stops to replicate original appearance of window. Patch as needed with consolidant and sand smooth.

Dutchman repair to window O-2: Support existing glass and window structure. Remove deteriorated wood at sill. Fabricate and install replacement wood. Patch as needed with consolidant. Sand smooth.

Glazing replacement: Support glass. Remove existing cracked and deteriorated glazing. Install new glazing compound and tool smooth. Prime new glazing once cured. Overlap paint onto glass. Clean paint and residue from glass.

Total change order for window type O = \$6,670.00

Continued on Page #2



693 South Pearl Street
 Albany, New York 12202
 www.BennettContracting.com

(518) 462-6731
 (Fax) 462-3991
 Service@BennettContracting.com

Page #2

Window Type F

Dutchman Repair to window F: Support existing glass and window structure. Remove deteriorated wood at sill. Fabricate and install replacement wood. Patch as needed with consolidant. Sand smooth.

Glass Replacement: Remove existing glass from the (1) quatrefoil lite atop window, (2) small oculus lites and (2) large trefoil arch lites. Fabricate a template for glass. Custom cut glass to template. Install new glass.

Glazing replacement: Support glass. Remove existing cracked and deteriorated glazing. Install new glazing compound and tool smooth. Prime new glazing once cured. Overlap paint onto glass. Clean paint and residue from glass.

Total Change for window F = \$4,825.00

Except as expressly set forth herein, the original contract shall remain in full force and effect.

Signature / Date	Signature / Date	
..... For Office Use		
Contract Amount Adjustments:	Contract	Tax [if applicable]
Original Contract Amount	34,672.00	
Previous Change Orders #'s	.00	
This Change Order # 1:	19,845.00	
New Contract Amount	54,517.00	

Ross Valve Manufacturing Co

79 102nd Street
 P.O. Box 595
 Troy NY 12181
 Phone: (518) 274-0961 Fax: (518) 274-0210
 Website: www.rossvalve.com



**Automatic Control Valves
 & Pre-Packaged Vaults
 for Water & Wastewater**
 www.rossvalve.com

Filtration plant

Quote	QT01022415
Date	11/30/2015
Master No.	62,225

Terms: 0%0/NET30
 Quoted by:
 R ANDREW ROSS

Attn: Thomas McGrath
 Fax: Email

Page: _____ of _____

QUOTE FORM

Bill To: 97

Job:

Cohoes, City of
 Dept. of Public Works
 City Hall - 97 Mohawk St
 Cohoes NY 12047

Cohoes, NY
 Water Treatment Plant - 8" control valve
 replacement

Phone: (518) 237-4320 Ext. 0000
 Fax: (518) 237-0072 Ext. 0000

Quantity	Item Number	Description	Unit Price	Ext. Price
1.00	8 21 125	8", 200mm, Model 50FWR, Altitude Valve, ANSI 125 8", Ross Model 50FWR, Electric Altitude Valve, ANSI Class 125# Flanges, Cast Iron Body & Covers (Conforming to ASTM Specification A-126, Class B), Bronze Internals (Conforming to ASTM Specification B-584), Globe Full-Ported Piston Style Construction, Rigid Red Brass Control Piping and Copper Alloy C Control Fittings, Internal/External NSF 61 Coating on all Ferrous Surfaces. Approximate Shipping Weight: 690 lbs. Approximate Delivery: 8 - 10 weeks	\$ 6,278.68	\$ 6,278.68
1.00	COMMENT	Comment - Replacement of existing 2 Way Model 40DAWR Serial Number L75252 --> Existing Pressure Switch and Solenoid to be re-used (Ross Service techs to handle) ---> Valve to be constructed with expanded top to minimize reverse flow hydraulics	\$ 0.00	\$ 0.00
1.00	COMMENT	Comment Note: Existing valve body bridge wall (the seating area that defines the inlet and outlet side of the valve) is deteriorated and can no longer provide a tight sealing surface. Note 2: The new valve will be provided with a flat, stainless steel seat ring (pt #24) and main valve stemstem (pt. #11)	\$ 0.00	\$ 0.00
1.00	AIS	American Iron and Steel Act - Ross Valve 100% Compliant We are 100% in compliance with ARRA and AIS. All castings and all production is performed in Troy, New York. We have a foundry at 17 Oakwood Ave which produces our castings. The balance of the manufacturing is performed at 75 102nd Street, Troy NY. All products are Made in America, by Americans from American sourced raw materials	\$ 0.00	\$ 0.00
1.00	TERMS DELIVERED	Terms: Delivered to jobsite	\$ 0.00	\$ 0.00

F.O.B. Troy, NY, Thank you for supporting US Manufacturing.
 Offer valid for 60 days, unless otherwise stated.

RETAINERS NOT ALLOWED.

We accept Visa, Mastercard & American Express.

Pricing in U.S. Dollars

** ISO 9001 CERTIFIED **

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Ross Valve Manufacturing Co
 79 102nd Street
 P.O. Box 595
 Troy NY 12181
 Phone: (518) 274-0961 Fax: (518) 274-0210
 Website: www.rossvalve.com



**Automatic Control Valves
 & Pre-Packaged Vaults
 for Water & Wastewater**
 www.rossvalve.com

Quote	QT01022415
Date	11/30/2015
Master No.	62,225

Terms: 0%0/NET30
Quoted by:
 R ANDREW ROSS

Attn: Thomas McGrath
Fax: Email

Bill To: 97

Cohoes, City of Dept. of Public Works City Hall - 97 Mohawk St Cohoes NY 12047

Page: _____ of _____

QUOTE FORM

Job:
 Cohoes, NY
 Water Treatment Plant - 8" control valve
 replacement

Phone: (518) 237-4320 Ext. 0000
Fax: (518) 237-0072 Ext. 0000

Quantity	Item Number	Description	Unit Price	Ext. Price
		- Price listed is your net cost - DELIVERED TO JOBSITE/YARD - Shipment is via UPS/LTL Truck Ground Service unless otherwise requested - All LTL Truck shipments via an enclosed trailer with the consignee responsible to unload goods from the nose of a 53 foot trailer. - Tailgate deliveries, flatbed deliveries and 24 hr prior notification are not included - Shipment is from Stock unless otherwise noted - Payment is due Net 30 days upon invoice date		
1.00	START-UP	Start-up Services	\$ 0.00	\$ 0.00
Factory based start up services - Ross Factory Service Tech will be on site for 1 day.				

F.O.B. Troy, NY. Thank you for supporting US Manufacturing.
 Offer valid for 60 days, unless otherwise stated.
 RETAINERS NOT ALLOWED.
 We accept Visa, Mastercard, Discover & American Express.

Pricing in U.S. Dollars

Subtotal	\$ 6,278.68
Misc	\$ 0.00
Tax	\$ 0.00
Approx. Freight	\$ 0.00
Trade Discount	\$ 0.00
Total	\$ 6,278.68

**** ISO 9001 CERTIFIED ****

"Integrating over 130 years of experience with the technology of today."

*Quote
still good*

Quality Roofing & Remodeling LLC
214 Vliet Blvd
Cohoes, NY 12047
(518) 237-2187

ESTIMATE

August 27, 2014 ✓

City of Cohoes
97 Mohawk Street
Cohoes, NY 12047

Work to Be Done At: Central Avenue Firehouse

- To tear off existing roof covering only on both bays of garage and leave insulation
- To install new ½ inch ISO board
- To install new rubber roofing to both bays of garage

✓ \$32,500.00

Yando, Lori

From: Durocher, Michael J.
Sent: Wednesday, December 02, 2015 12:53 PM
To: Yando, Lori
Subject: FW: City of Cohoes Solar RFP Draft
Attachments: Solomon Energy - City of Cohoes - Solar RFP - V7JC - 11-19-15.pdf

Lori,

Please add to BOM to let the bids. I have some tweaking to do on this and hopefully I will have the answers tomorrow

Michael J. Durocher
Comptroller
City of Cohoes
97 Mohawk Street
Cohoes, NY 12047
518-233-2123
518-233-2155 - Fax
mdurocher@ci.cohoes.ny.us
<http://www.ci.cohoes.ny.us>

From: Jeffrey Conrad [mailto:jconrad@solomonenergy.com]
Sent: Tuesday, December 01, 2015 4:50 PM
To: Durocher, Michael J.
Subject: City of Cohoes Solar RFP Draft

Mike,

I hope you had a great Thanksgiving.

A couple of items for you:

1. RFP - Attached is a draft of the RFP for the solar project. Are you available tomorrow (Wednesday) for a quick call?
2. Supply Contract - What is the best way of getting access to the supply contract terms, length and rates?

Talk soon,
Jeff

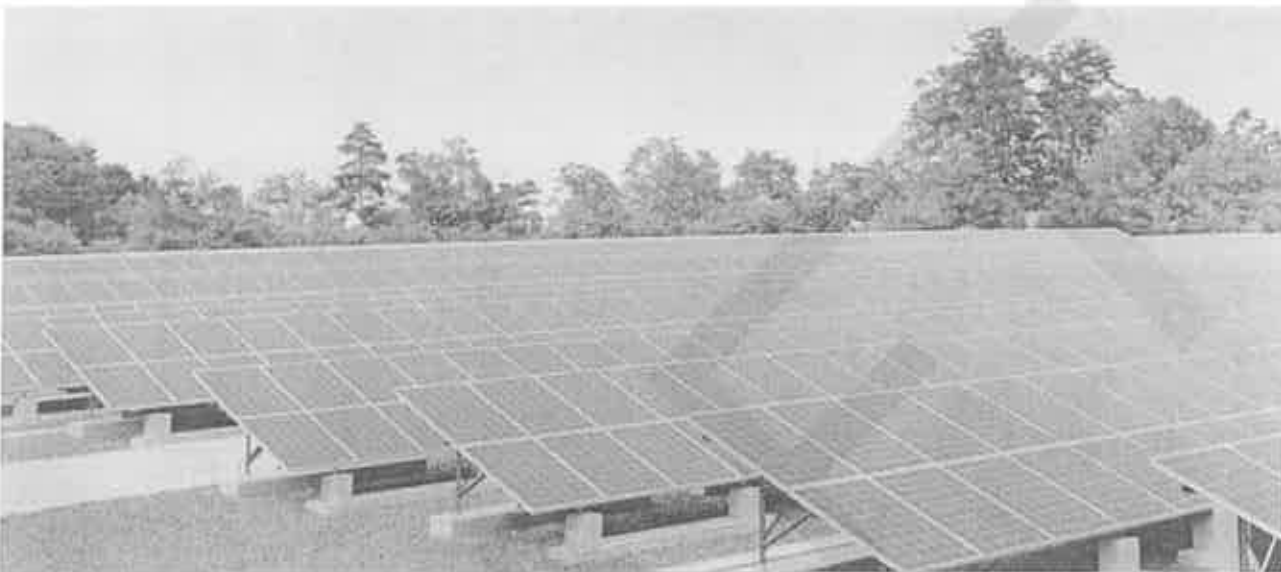
Jeffrey Conrad
President
Solomon Energy
M 646.580.9583
M 858.822.9083
O 855.765.8931

jconrad@solomonenergy.com
www.solomonenergy.com

12/2/2015



SolomonEnergy



Request for Proposals City of Cohoes, New York

Date of Issue: December 10, 2015
Proposal Due Date: 5:00 PM January 15, 2016
Issued By: City of Cohoes, New York

RFP Point of Contact:
Janet Ward
jward@solomonenergy.com
855.765.8931

LEGAL NOTICE

City of Cohoes, New York Request For Proposals (RFP) For Solar Photovoltaic (PV) Systems

City of Cohoes, New York ("RFP Issuer") invites sealed proposals from solar energy providers (each a "Proposer" or "Provider") to design, install, finance, own, operate and/or maintain one or more solar photovoltaic systems (each a "System") at one or more project sites in accordance with Solar Power Purchase Agreements (each a "PPA"), substantially in the form provided herein, pursuant to which the RFP Issuer anticipates purchasing from a Provider all of the energy output generated by the Systems. The Provider selected pursuant to this RFP will sell electricity from a System installed on its own site or a site under its control to the RFP Issuer. The project site included in a proposal must be within the same NYISO Load Zone (Load Zone F) as the RFP Issuer and eligible for remote net metering and monetary crediting under New York law.

The RFP will be released as of **December 10, 2015 (the "Opening Date")**.

The RFP Issuer must receive sealed proposals by **5:00PM EDT January 15, 2016**.

The documents comprising the RFP are available electronically. The documents may be obtained in electronic format at the following link: [\[Input link when final\]](#)

Questions regarding the RFP should be directed to Janet Ward at Solomon Energy, jward@solomonenergy.com or 855.765.8931. The documents comprising the RFP may be obtained in hard copy at City of Cohoes, 97 Mohawk Street Cohoes, NY 12047.

Solomon Energy Inc. ("Solomon") is administering this RFP on behalf of City of Cohoes ("RFP Issuer"). Proposers should submit their sealed proposals in the following format: (1) original, one (1) copy and one (1) electronic copy in PDF format on CD or flash drive. Sealed proposals must be received by Solomon (Attention: Janet Ward, 225 Main Street, Suite 301, Westport, CT 06880) no later than **5:00 PM EDT January 15, 2016**. Proposals received after the final submission date and time noted above will not be considered. Proposal submissions will **not be accepted** at the offices of the City of Cohoes.

The RFP Issuer reserves the right to amend or terminate this RFP, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to a Proposer that, in the RFP Issuer's sole discretion and judgment, will be in the RFP Issuer's best interests. RFP Issuer's decision shall be final, shall not be subject to review or appeal, and may be based on any criteria in RFP Issuer's discretion including but not limited to price, contract terms, and relative experience of the Proposer.

Any contracts shall be preceded by a Notice of Award and execution of a Letter of Intent and thereafter be contingent and non-binding until (i) all approvals are received from applicable regulatory agencies and authorities, which may include the RFP Issuer and applicable planning boards and (ii) applicable project reviews have been completed including review under the State Environmental Quality Review Act ("SEQRA").

END OF LEGAL NOTICE

CONTENTS

This Request for Proposals (RFP) includes:

Sections
1. Introduction
2. General Information and RFP Instructions
3. Proposal Specifications
4. Project Requirements, Contents to be Included in the RFP Response, Additional Information
5. Award Criteria and Selection

Exhibits
Exhibit A - Proposal Submission Checklist
Exhibit B - PPA Pricing Table
Exhibit C - PPA Termination/ System Buy-Out Table
Exhibit D - Equipment Specification, Cost and Production Table
Exhibit E - Initial Disclosure Form
Exhibit F - Solomon Energy Fee Agreement
Exhibit G - Non-Collusion Bidding Certificate
Exhibit G.1 - RFP Issuer Bidder Hold Harmless Agreement
Exhibit H - Iran Divestment Act Certificate
Exhibit I - Model PPA

1. INTRODUCTION

The City of Cohoes, New York (the "RFP Issuer") wishes to reduce its carbon footprint and to optimize the rates paid for electricity through the installation of one or more solar photovoltaic systems ("Systems") at one or more project sites owned or leased by a solar energy provider ("Provider") as long as such site is within the same Utility and NYISO Load Zone (National Grid Load Zone F) as the RFP Issuer, eligible for remote net metering to the RFP Issuer and grandfathered for monetary crediting in accordance with New York law. The purpose of this Request for Proposals is to seek a Provider to design, install, finance, own, operate, and maintain the Systems pursuant to the terms and conditions of a Power Purchase Agreement ("PPA") substantially in the form attached as Exhibit I. The RFP Issuer will purchase from the Provider all of the electricity output generated by the Systems in accordance with the terms and conditions of the PPA. Under the terms of the PPA, the sale and purchase of electricity is conditioned upon, among other things, the selected Provider's successful participation in NY-Sun Incentive Programs administered by the New York State Energy Research and Development Authority ("NYSERDA").

2. GENERAL INFORMATION & RFP INSTRUCTIONS

A. Key Dates

Date	Action
December 10, 2015	RFP Release Date (the "Opening Date")
January 15, 2016	RFP Proposals Due by 5 PM EDT ("Proposal Submission Date")
January 26, 2016	Selection of Winning Proposal
February 1, 2016	Notice to Proceed (Pending Board Approval)
February 23, 2016	PPA Executed (Pending Notice to Proceed)

B. Obtaining the RFP

The documents comprising this RFP are available electronically. The documents may be obtained in electronic format at the following link:

[\[input link when final\]](#)

All documents that are a part of this RFP may also be obtained by contacting Janet Ward at Solomon Energy, jward@solomonenergy.com or 855.765.8931.

C. Right to Amend or Terminate the RFP

The RFP Issuer may, in its sole discretion, clarify, modify, amend or terminate this RFP if the RFP Issuer determines in its discretion that it is in the RFP Issuer's best interests. The RFP Issuer reserves all rights to reject any or all proposals and to negotiate PPA terms and conditions in the best interests of the RFP Issuer.

D. Proposal Submission Instructions

Proposals shall submit their sealed proposals in the following format: one (1) original, one (1) copy and hard copy and one (1) electronic copy in PDF format or CD or flash drive. Proposals must be received by Solomon Energy (Attention: Janet Ward), 225 Main Street, Suite 301, Westport, CT 06880 no later than by 5:00 PM EDT January 15, 2015 (the "Proposal Submission Date"). Proposals are considered valid, and may not be withdrawn, cancelled or modified, for one hundred twenty (120) days after the Proposal Submission Date. An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP. This RFP process is conducted pursuant to Article 9 of the New York

State Energy Law: Energy Performance Contracts in Connection with Public Buildings and Facilities. All proposed energy performance contracts and other financing arrangements proposed must be capable of being implemented under the laws and regulations of the State of New York.

E. Questions

Any questions concerning the process and procedures applicable to the RFP, and concerning this RFP's Specifications or the PPA, are to be submitted in writing by e-mail or by fax and directed only to:

RFP Issuer Representative Name: Janet Ward
E-mail: jward@solomonenergy.com
Fax number: 203-202-9791

Proposers are prohibited from contacting any RFP Issuer employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.

3. PROPOSAL SPECIFICATIONS

A. Project Description

Proposers are to include designs for Systems to be built on sites that it owns or controls to provide electricity to the RFP Issuer under a PPA. The Systems must qualify for remote net metering and must be grandfathered for monetary crediting under New York law. The RFP Issuer does not qualify for monetary crediting by having released an RFQ or RFP prior to June 1, 2015. Therefore other methods must be utilized in order to provide for monetary crediting.

No sites owned or controlled by the RFP Issuer are available for the construction of the Systems and sites will not be considered unless they are "grandfathered" for purposes of monetary crediting pursuant to the terms of regulations promulgated by the Public Service Commission.

B. Current Electric Usage

The aggregated annual kWh usage of the RFP Issuer is greater than 3,772,089 kWh over more than 74 accounts and meters. The estimated annual cost of electricity is \$848,643. In order to properly size the Systems due to the various kWh rates of each utility account of the RFP Issuer, Solomon will apply the system size based on the smaller of either NYSEERDA's 110% of usage limit or Solomon's recommendation of no more than 85% offset of the total energy cost using a \$0.14 remote net metering offset rate. Therefore, the Systems should be designed to produce a maximum of 3,938,192 kWh.

C. PPA and Facility Location Rights

The RFP Issuer expects that the Systems will be designed, installed, financed, owned, operated and maintained pursuant to the terms and conditions of a PPA between the RFP Issuer and the proposer. The PPA is expected to be for a 15, 20 or 25-year term with an option to extend for a period of 5 years. The PPA must meet the definition of an energy contract per Article 9-102 of the New York State Energy Law.

4. PROJECT REQUIREMENTS, CONTENTS TO BE INCLUDED IN THE RFP RESPONSE & ADDITIONAL INFORMATION

Proposals submitted in response to the RFP shall include the following information and documents, be clear and unambiguous, and be presented in the following manner:

A. Project Overview

1. Exhibit A – Proposal Submission Checklist

The completed Proposal Submission Checklist (Exhibit A).

2. Project Understanding Summary Statement

A Project Understanding Summary statement including an overview of the principal elements of the proposal; any suggestions or special concerns of which the RFP Issuer should be aware; the sites and equipment to be used for the Systems; a suggested progress reporting process; and any additional scope of work tasks proposed as necessary for the successful completion of the Systems.

B. Providers Overview

1. Solar Provider Qualifications

Each Proposer must demonstrate extensive training, relevant expertise and a thorough knowledge of the professional services, functions, activities and related responsibilities required to perform successfully its role in the installation and operation of the Systems. Each Proposer, as well as its respective subcontractors, shall possess all applicable, valid and pertinent contractor construction licenses for the installation of commercial solar PV systems in the State of New York.

2. Project Portfolio and References

Proposals should include a list of at least three (3) similar projects that the proposer has completed within the last three (3) calendar years. Project information must include project description, client name (and the person(s) to contact, telephone number(s) and e-mail address(es)), year completed, project construction and design cost, and a description of each project's solar production.

3. Statement on Providers Ability to Complete Scope of Work

Proposals should include sufficient information for the RFP Issuer to evaluate the Proposer's ability to complete successfully the scope of work contemplated by this RFP and the proposal.

4. Statement on Providers Financial Strength

Proposals should include sufficient and current information indicating the Proposer's financial strength including balance sheet, working capital and liquid assets sufficient to complete the Project successfully.

5. Proposer's Initial Disclosure Form and Specific Exceptions to the RFP

Each Proposer shall complete and execute Exhibit E to this RFP. In Exhibit E, each Proposer must disclose, if applicable, the following:

- a. Whether it is unable or unwilling to meet any requirement of this RFP, including, but not limited to, any of the terms or provisions of the form of PPA included at Exhibit I. Specific exceptions or additions should be included as an attachment to Exhibit E.

- b. Whether it is listed on the State of New York's Debarment List and an explanation of the reasons therefor.
- c. Whether it is ineligible under any applicable law or regulation to be awarded the contracts because of occupational safety and health law violations.

A Proposer's acceptability based on these disclosures lies solely in the RFP Issuer's discretion.

6. Legal Status

If a Proposer is a corporation, limited liability company or other business entity that is required to register with the New York Secretary of State's Office, it must have a current registration or current business certificate on file with that office and be in good standing in its jurisdiction of incorporation. The RFP Issuer may, in its sole discretion, request a Good Standing Certificate or other comparable evidence of any Proposer's legal status.

C. Site Information

1. Project Location

Proposals shall provide the addresses of sites proposed for Systems and proof of control of each such site. The sites must be within the same Utility and NYISO Load Zone, National Grid Load Zone F, as the RFP Issuer. Proof of site control can be shown by proving that the Proposer is the fee simple owner of the eligible property, the lessee of the property or the holder of an option to buy or lease such property.

2. Grandfathered Status

Proposals shall provide appropriate proof that proposed sites have "grandfathered status" pursuant to Public Service Commission orders for purposes of obtaining monetary crediting for the solar electricity production from such sites.

3. Permitting and Zoning Status

Proposals shall provide a statement detailing the permitting and zoning status for proposed sites. The statement should include the present zoning classification of the sites, whether all local permits or variances have been applied for and, if so, the status of those applications. All permits, variances and licenses that are necessary for the construction and operation of the Systems are the responsibility of the Proposer.

4. Property Taxes

Please provide a statement whether a property tax exemption is applicable for the Systems to be constructed on the sites or whether an annual tax payment in lieu of taxes ("PILOT") will be necessary. If a tax PILOT is necessary and has not been negotiated, please provide the amount assumed for PILOT payments included in the proposed electricity price and the change in PPA price for each change of \$1,000 in property taxes, plus or minus, that the final PILOT payment varies, if at all, from such assumption.

D. System Information and Detail

1. System Design

Proposals shall provide a system schematic design layout for the Systems, including PV model type and model number, wattage, number of modules, expected degradation

percentage per annum, inverter type and model, mounting system type, azimuth, tilt and system size AC and DC.

2. System Generation Details and Reports

Proposals shall provide details about the estimated kWh AC to be generated by the Systems, including all necessary assumptions, for example; Insolation (or sunlight availability), maintenance down time, MTBF (mean time between failures), efficiency of the systems proposed, efficiency losses, net metering, etc. Copies of PV Syst, PV Watts or other industry standard reports used to estimate production for each proposed system design should be included with the proposal.

3. Data Sheets

Proposals shall provide specified equipment manufacturer data sheets and warranties.

E. PPA Price and Documents

1. PPA Price (Exhibit B)

The RFP Issuer requests that each Proposer provide pricing for 15, 20 and 25 year terms. For each term, please provide a fixed PPA rate for the term and a rate assuming an escalator of up to 2%. If the pricing is contingent upon the level of the NY-SUN C/I Incentive Program Block award, please include the Block the pricing is based upon and the potential change in PPA price, plus or minus, in the event the Block award is reduced or increased by a cent/watt DC. Each Proposer shall complete the PPA Pricing Table attached hereto as Exhibit B for each requested pricing structure that it wishes to submit to the RFP Issuer for consideration. Proposers may provide additional versions of the PPA Pricing Tables, as needed, to account for different terms and pricing structures.

No capital funds for the Systems are available from the RFP Issuer. The only obligation of the RFP Issuer in connection with Systems shall be to make the monthly payments for electricity produced by the Systems as set forth in the PPA.

2. PPA Price Inclusions and Cost Statements

Proposals should provide confirmation that the PPA price includes all costs and expenses associated with the engineering, permitting, construction, interconnection, testing and all other costs associated with the construction and operation of the Systems.

Proposed PPA and Proposers Change or Alternatives Statements

The RFP issuer has proposed a form of PPA attached to this RFP as Exhibit I. Proposers should either (i) suggest changes in this form of PPA or (ii) suggest an alternative PPA. In addition, the PPA will include the following clause, as required by New York State Energy Law Article 9:

"This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account therefore shall be incurred beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract."

3. Termination Values

The RFP Issuer will not pay any termination value to a Proposer in the event the RFP Issuer chooses to terminate the PPA for cause or for circumstances outside the control of the RFP Issuer prior to system installation. In addition, the RFP Issuer requests Proposers to disclose the termination costs during the term of the PPA in the event the RFP Issuer chooses to terminate the PPA for any reason. Each Proposer shall complete the PPA Termination Value Table attached hereto as Exhibit C for each alternative pricing structure that it wishes to submit to the RFP Issuer for consideration.

4. System Cost Table

Proposals should provide the Equipment Specification, Cost and Production Table (Exhibit D) for each System.

5. Statement of PPA Counterparty

If the RFP Issuer will be executing the PPA with a business entity other than the Proposer, proposals should include the information for items 6, 7 and 8 above for such business entity.

6. Site Security

Proposals should include a description of the security provisions that are included in the system design including but not limited to fencing, lighting, video surveillance, etc.

F. Project Schedule and Standards

1. Project Schedule

Proposals should include a complete project schedule indicating major project milestones and durations. This should include method and frequency of reporting project status to RFP Issuer and Solomon.

2. Project Standards

This RFP calls for an all-inclusive, turn-key solar installation, and includes planning, engineering, labor, equipment, installation and commissioning. The following standards are required:

- a. All solar panels, racking systems and inverters shall be new with acceptable warranties that meet industry standards for Tier 1 equipment.
- b. All solar panels, racking systems, wire and conduit and anchoring equipment shall meet applicable building codes.
- c. All equipment shall be UL listed.

Solar production shall include web-based monitoring and shall monitor the electrical output of the Systems and the avoided emissions caused by the solar electricity generated by the Systems. Web-based monitoring access must be provided to the RFP Issuer.

G. Miscellaneous

1. Solomon Energy Fee Agreement

Each Proposer shall submit with its proposal an executed Solomon Energy Fee Agreement in the form attached as Exhibit F to this RFP. Proposers must provide for the payment exclusively by the Proposer of Solomon's Fee to Solomon in accordance with the progress payments and milestones set forth in Exhibit F. The term "Solomon's Fee" with respect to any Systems will be in the amount of \$0.20 per watt DC of installed capacity of the System. This payment compensates Solomon for the time and resources it has committed, at no charge to the RFP Issuer, for assisting the RFP Issuer with this RFP.

2. Advertising

The successful Proposer shall not name the RFP Issuer or Solomon in its advertising, news releases, or promotional efforts without both the RFP Issuer's and Solomon's prior written approval. Any permission to do so granted by the RFP Issuer or Solomon to the successful Proposer shall not be deemed to be a statement about the quality of the successful Proposer's work or the RFP Issuer's or Solomon's endorsement of the successful Proposer.

3. Cost for Preparing and Ownership of Proposals

Each Proposer's costs incurred in developing its proposal are its sole responsibility, and neither the RFP Issuer nor Solomon shall have any liability for such cost. All proposals submitted become the RFP Issuer's property and will not be returned to the Proposers.

4. Freedom of Information Act

All information submitted in a Proposal or in response to a request for additional information is subject to disclosure under the New York State Freedom of Information Act as amended and judicially interpreted. A Proposer's responses may contain financial, proprietary, trade secret or other data that it claims should not be public (the "Confidential Information"). A Proposer must identify specifically the pages and portions of its Proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the Proposer cooperates with the RFP Issuer as described in this section, the RFP Issuer shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the RFP Issuer receives a request for a Proposer's Confidential Information, it will promptly notify the Proposer in writing of such request and provide the Proposer with a copy of any written disclosure request. The Proposer may provide written consent to the disclosure, or may object to the disclosure by notifying the RFP Issuer in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The Proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including, without limitation, appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

5. Insurance

The successful Proposer shall, at its own expense and cost, obtain and keep in force at a minimum the insurance coverage listed in the form of PPA that is included in this RFP. The RFP Issuer reserves the right to request from the successful Provider a complete, certified copy of each such required insurance policy naming the Provider's counterparty in the PPA as a named insured.

6. Compliance with Immigration Laws