

Exhibit A
Statement of Work (SOW)
VILLAGE OF RHINEBECK (Proposal No. 413)
Village of Rhinebeck Photovoltaic Installation

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1. Definitions for Exhibit A: Statement of Work

a. The terminology used in Exhibit A is based on the federal government language used for the distribution of American Recovery and Reinvestment Act (ARRA) funds and the associated reporting requirements. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Statement of Work, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms.

- i. **VILLAGE OF RHINEBECK**, the Contractor identified in Item 1 on page one of the Contract, shall be called "*Sub-recipient*."
- ii. All service providers and contractors hired by the Sub-recipient to implement the project scope of work shall be called "*Vendor(s)*."

b. Point of Service: All required Deliverables shall be sent to the following address:

NYSERDA
c/o Malcolm Pirnie, Inc.
Attn: Trish Gabriel
855 Route 146, Suite 210
Clifton Park, NY 12065

2. Project Description:

a. Project Background, Project Location, and Point(s) of Contact:

i. Project Background:

The Village of Rhinebeck will be completing the installation of a 22,700 Watts DC Standard Test Conditions (STC) / 21,200 Watts AC solar photovoltaic system on the roof of the Rhinebeck Village Hall building to generate a portion of its annual electric consumption. Rhinebeck is a village located in the Town of Rhinebeck in Dutchess County, New York. As of the 2000 Census, the village population was 3,007.

The Rhinebeck Village Hall is a 11,536 square foot facility. The baseline annual energy consumption is 42,912 kWh of electricity, 5,464 gallons of oil, and 129 gallons of propane. The system is expected to produce 21,108 kWh annually. This corresponds to an annual energy source savings of 204 MMBtu. (Project)

ii. Project Location(s): Rhinebeck Village Hall
76 E Market St
Rhinebeck, NY 12572-1697

iii. Points of Contact :

Authorized Signatory: Howard L. Traudt, Village Trustee
Village of Rhinebeck
76 East Market Street
Rhinebeck, NY 12572
845-876-7015
village_clerk@rhineback-ny.gov

Project Contact: Howard L. Traudt, Village Trustee
Village of Rhinebeck
76 East Market Street
Rhinebeck, NY 12572
845-876-7015
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b. The Scope of Work shall include:

i. Waste Stream

No work on the Project shall be conducted until the Sub-recipient provides NYSERDA, or its contractor, a waste management plan addressing waste generated by each proposed Project prior to receiving funding for the Project.

This waste management plan shall describe the plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, lead paint, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed Project.

Work on remaining Tasks shall not be initiated prior to receiving written Approval to Proceed from NYSERDA, or its contractor.

ii. SCOPE OF WORK

The installation of the 22,700Wp DC / 21,200Wp AC solar photovoltaic system at the Rhinebeck Village Hall is to include the following:

- a. Obtain necessary permits to install system
- b. Contract with NYSERDA approved solar installation contractor for system installation and monitoring.
- c. Coordinate building, electrical, and utility inspections as applicable

iii. A NYSERDA "eligible installer" is defined as a participant in NYSERDA's PV Incentive Program and certified by the North American Board of Certified Energy Practitioners (NABCEP). The eligible installer, selected solely by the Sub-recipient, shall provide a turnkey installation, including the required permits, new equipment, materials, tools, labor, training and support.

iv. The Project shall be implemented with all products as specified, or equivalent, provided all equivalent replacements comply with all Terms and Conditions of this Agreement.

v. If the Scope of Work, schedule, or budget changes at any time, the Sub-recipient must contact the NYSERDA project manager immediately. Changes in Project scope, schedule, or budget may change the amount of funds awarded by NYSERDA.

c. Projected Energy Conservation: Based on the above scope of work and calculations provided in the Project proposal, the Sub-recipient estimates an amount of source energy savings / generated as follows:

Table 1: Energy Savings

Building	Measure Description	Baseline Energy Usage (kWh)	Proposed Energy Generated (kWh)	Savings in 10 MMBtu
Rhinebeck Village Hall	22.7 kW PV System	63,435	21,108	20.4

Projected annual source energy savings / generated (in millions of Btus)	204
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d. **Schedule:** The Sub-recipient shall provide NYSERDA, or its contractor, with the Project schedule, including anticipated start date, completion date, and target dates for each Project milestone within three (3) months of execution of this agreement or notify NYSERDA, or its contractor, of the reason for the delay. Project start date is contingent upon successful completion of Pre-Implementation Requirements (Section 5a). Projects must be completed by **March 30, 2012**. Failure to do so may result in termination of the Agreement.

3. **Vendor Contracts:**

- a. All contracts between the Sub-recipient and the Vendors shall be delivered to NYSERDA, or its contractor, for initial review prior to execution. Contracts will be reviewed with respect to inclusion of specific federal requirements, including but not limited to, the Davis-Bacon Act clause, the Buy American Act clause, the National Environmental Policy Act clause, Waste Stream Disposal, and National Historic Preservation Act.
- b. Sub-recipient is required to comply with all normally applicable local, state, and federal laws, regulations and procedures regarding bids, procurement, and awards.

4. **Progress Payments**

a. The following is the Schedule of Payments. Payments are directly tied to the specific Deliverables identified below. Before each payment, the respective Deliverables must be submitted to NYSERDA, or its contractor, and approved. Payments shall reimburse Sub-recipient for actual costs incurred or contracted for if costs are less than the values identified below. To notify NYSERDA, or its contractor, that a milestone has been reached, Sub-recipient must submit the appropriate Progress Payment Request form (to be provided by NYSERDA) along with the required Deliverable and related backup documentation.

Total Amount of Award:	<u>\$113,850.40</u>
Total Cost Share:	<u>\$ 28,462.60</u>
Total Project Cost:	<u>\$142,313.00</u>

*All cost overruns shall be the sole responsibility of the Sub-recipient.

Table 2: Schedule of Payments

#	Milestone	NYSERDA Amount (% of Total)	Cost-Share*	Total Milestone Cost	Deliverables
1	Milestone 1: Notice to Proceed	\$0	\$0	\$0	<ul style="list-style-type: none"> • Waste Management Plan • Notice-to-Proceed from NYSERDA