VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, DECEMBER 13, 2023
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York

Members of the public may attend in person or remotely. For those members of the public interested in viewing the meeting remotely visit: https://www.tarrytownny.gov/home/events/42701 for instructions on how to view via Zoom.

Open Session

1. Board of Trustees Concerns
2. Bridge RiverWalk – Further Updates
3. H-Bridge – Estimate for Single Audit
4. H-Bridge - New Grant Engineering Evaluation
5. Discussion: Use of Clean Energy Communities Grant Award
6. Change of Police Vehicle Order for FY2023-2024
7. Request for Additional Handicapped Parking Space So. Broadway Parking Lot
8. Auction of Village Surplus

Executive Session

A. Discussion with Fire Chiefs
B. Personnel Matters
C. Police Collective Bargaining
D. Board and Committee Appointments

PKF O'CONNOR DAVIES
ACCOUNTANTS AND ADVISORS

3

November 29, 2023

Mr. Richard Slingerland
Village Administrator
Village of Tarrytown
1 Depot Plaza
Tarrytown, New York 10591

Dear Mr. Slingerland:

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the Village of Tarrytown, New York ("Village").

Agreed-upon procedures objectives

We will apply the agreed-upon procedures which the Village has specified, as listed in the attached schedule, to the Bridge New York Project (PIN Nos. 8761.63 and 8761.64) ("Project") of the Village as of May 31, 2023, prepared in accordance with New York State Department of Transportation Guidance. This engagement is solely to assist the Village in evaluating the assertions that the cost elements and fees submitted under the Project are allowable based on the contract provisions, the Federal Acquisition Regulation (48 CFR, Part 31) ("FAR"), and the policies prescribed by the New York State Department of Transportation ("NYSDOT").

Our agreed-upon procedures engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, we will not express an opinion on the assertions that the cost elements and fees submitted under the Project are allowable based on the contract provisions, the Federal Acquisitions Regulation (48CFR-Part 31) (FAR), and the policies prescribed in the New York State Department of Transportation. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

PKF O'CONNOR DAVIES, LLP
500 Mamaroneck Avenue, Harrison, NY 10528 I Tel: 914.381.8900 I Fax: 914.381.8910 I www.pkfod.com

3

We will issue a written report upon completions of the engagement listing the procedures performed and our findings. This report is intended solely for the use of the Village, the United States Department of Transportation ("USDOT"), its operating agencies such as the Federal Highway Administration ("FHWA"), NYSDOT, the United States Government Accountability Office ("GAO") and the Office of the State Comptroller ("OSC"), and should not be used by anyone else. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the assertions that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the assertions, we will disclose those matters in our report.

Our responsibility as accountants is limited to the period covered by our agreed-upon procedures and does not extend to any later periods for which we are not engaged as accountants.

Your responsibilities

You are responsible for the presentation of the assertions that the cost elements and fees submitted under the Project are allowable based on the contract provisions, the FAR, and the policies prescribed by the New York State Department of Transportation; and for selecting the Criteria and determining that such criteria are appropriate for your purposes. You are responsible for making all management decisions and assuming all management responsibilities; for designating an individual with suitable skill, knowledge, and/or experience.

You are also responsible for: (1) making all financial records and related information available to us of which you are aware that is relevant to our agreed-upon procedures engagement, as well as any additional information that we may request for the purpose of our procedures; and (2) providing us with unrestricted access to persons within the Village from whom we determine it necessary to obtain agreed-upon procedures evidence.

We understand that your accounting department personnel will assist us to the extent practicable in completing the agreed-upon procedures. They will provide us with detailed supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you shortly before we begin the agreed-upon procedures engagement. The timely and accurate completion of this information is an essential condition to our completion of our agreed-upon procedures and the issuance of the report thereon.

At the conclusion of the engagement, we will request from management written confirmation concerning representations made to us in connection with our agreed-upon procedures engagement. The representation letter, among other things, will confirm management's responsibility for the presentation of the assertions that the cost elements and fees submitted under the Project are allowable based on the contract provisions, the FAR, and the policies prescribed by the New York State Department of Transportation. We will place reliance on these representations in issuing our report.

In the event that we become obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, as a direct or indirect result of an intentional, knowing or reckless misrepresentation or provision to us of inaccurate or incomplete information by the Village or any employee thereof in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us against such obligations.

To the best of your knowledge, you are unaware of any facts which might impair our independence with respect to this engagement.

We keep documents related to this engagement in accordance with our records retention policy and applicable regulations. However, we do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

Non-reliance on oral advice

It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

Electronic and other communication

During the course of the engagement, we may communicate with you or with the Village personnel via fax or e-mail. You should be aware that communication in those media may be unsafe to use and contains a risk of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail or other electronic transmissions, including any consequential, incidental, direct, indirect or special damages.

3

Access to working papers

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information known as our working papers. As we are sure you can appreciate, these working papers may contain confidential information and our firm's proprietary data. You understand and agree that these working papers are, and will remain, our exclusive property. Except as discussed below, any requests for access to our working papers will be discussed with you before making them available to requesting parties:

(1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.

(2) We may be requested to make certain working papers available to regulators pursuant to authority given to them by law, regulation or subpoena. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

Fees and billing

Our fees are based on actual time expended at our standard hourly rates, plus travel and other out-of-pocket costs. We estimate our fees will range from $7,500 - $12,500. In addition, if the condition of the accounting records is such that it would require excessive time on our part, we will consult with you beforehand regarding any possible additional charge for the time involved.

Liability

You agree to indemnify our firm, its partners, principals and employees, to the fullest extent permitted by law for any expense, including compensation for our time at our standard billing rates and reimbursement for our out-of-pocket expenses and reasonable attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents or other information concerning the Village by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the Village against the firm. This indemnification will survive termination of this engagement.

3

Dispute resolution

Any claim or controversy ("dispute") arising out of or relating to this engagement, the services provided thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the Village or at its request (including any dispute involving any person or entity for whose benefit the services in question are or were provided), shall first be submitted in good faith for mediation administered by the American Arbitration Association ("AAA") under its Mediation Rules. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties.

This engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Hosting services

In order to maintain our independence in accordance with the AICPA's Code of Professional Conduct, we cannot host or maintain any client information. You are expected to retain all financial and non-financial information including anything you upload to a portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

Confirmation

H. Chris Kopf and Robert Daniele are the engagement partners and are responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our agreed-upon procedures engagement on the agreed upon date.

Our agreed-upon procedures engagement for May 31, 2023 ends on delivery of our agreed-upon procedures report covering that period. Requests for services other than those included in this engagement letter will be agreed to in a separate engagement letter.

PKF O'Connor Davies LLP ("LLP") and PKF O'Connor Davies Advisory LLC ("Advisory") practice in an alternative practice structure in accordance with applicable law, regulations and professional standards. LLP provides attest services to its clients. Advisory is not a registered CPA firm and does not provide audit or attest services. LLP has a contractual arrangement with Advisory, whereby Advisory provides LLP with professional and support personnel to perform professional services on behalf of LLP. In connection with our services, we may share information that we currently have and/or receive in the future between LLP and Advisory. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent for LLP,

3

Advisory and its employees to share confidential information between LLP and Advisory. LLP and Advisory have policies in place that require their employees to maintain as confidential all client information that is not otherwise publicly available.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us.

We are pleased to have this opportunity to serve you.

Very truly yours,

PKF O'Connor Davies, LLP

PKF O'Connor Davies, LLP

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

VILLAGE OF TARRYTOWN, NEW YORK

BY: _____

TITLE: _____

DATE: _____

PKF O'Connor Davies, LLP, is a member firm of PKF International Limited, a network of legally independent firms. Neither the other member firms nor PKF International Limited are responsible or accept liability for the work or advice which PKF O'Connor Davies, LLP provides to its clients.

* * *

3

Agreed-Upon Procedures Schedule

PIN Nos. 8761.63 and 8761.64 – Reconstruction of Bridge New York Project
CLOSEOUT REVIEW & REPORT – SCOPE OF SERVICES

1. Contact consulting firms to obtain the following information:
   a. Copy of most recent overhead rates in effect during the contract period.
   b. Copies of most recent audits received or obtain permission from them to obtain directly from NYSDOT.
   c. Timesheets for selected individuals for testing (see 4b below).

2. Obtain the following contract related documents from the Village:
   a. Copies of all signed contracts, including amendments, for engineering consultant.
   b. Ensure that all amendments were authorized or approved.
   c. Copy of authorization for Project Acceptance from the individual responsible for the project.
   d. Determined if project is a fixed fee or hourly rate project.
   e. Did contract include a not-to-exceed clause; and if so were the total costs incurred below that amount (considering all contract amendments)?
   f. Obtain invoices provided by the consultants for the contract being reviewed.

3. Review the invoices from the consultants to determine if the overhead rate was applied appropriately during the period of the contract. If a rate changed during the contract, was it changed appropriately in the billing?

4. For invoices obtained in step 2f above:
   a. Are amounts mathematically accurate?
   b. From the invoices obtained, select a sample of individuals, and obtain the timesheets for the period to ensure that the allocation to this project is appropriate.
   c. Do salaries of individuals exceed the maximum hourly rate identified in the contract?
   d. Recompute the billed overhead rates on the contract.
   e. Determine if the direct non-salary costs have been billed in accordance with the contract.
   i. Are the amounts allowable under the AASHTO Uniform Audit and Accounting guide for Transportation Consultants?

5. For the contract audits obtained in Step 1b above, review them for issues identified, and determine if any identified errors are an issue for the contracts with the Village.

6. Review the AASHTO guide to determine whether costs charged to contracts are allowable or unallowable.

3

DAVIE KAPLAN
Certified Public Accountants

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

June 16, 2020

To the Partners of PKF O'Connor Davies, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, audits of broker-dealers, and examinations of service organizations SOC 1 and SOC 2 engagements.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Davie Kaplan, CPA, P.C.
1000 First Federal Plaza · Rochester, New York 14614
Tel: 585-454-4161 · Fax: 585-454-2573 · www.daviekaplan.com

3

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail.* PKF O'Connor Davies, LLP has received a peer review rating of *pass.*

Davie Kaplan, CPA, P.C.

DAVIE KAPLAN, CPA, P.C.

VILLAGE OF TARRYTOWN

One Depot Plaza, Tarrytown, New York 10591-3605 www.tarrytowngov.com

VILLAGE ADMINISTRATOR'S OFFICE
MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Alissa Fasman, Deputy Clerk

RE: EV Charging Program and Clean Energy Communities Funds

DATE: December 7, 2023

At the August 16, 2023 Work Session, we discussed how the Board wanted to use a $15,000 Clean Energy Communities Grant Award. We discussed applying it to the installation of EV charging stations. We have been working with INF Associates, the energy solutions consultants with a County contract to install 500 charging stations in Westchester. They offer a turn-key approach that maximizes all of the incentives available through government agencies and utilities. Since the August discussion, a new County program makes the installation of EV charging stations cost free as long as they meet certain criteria. Therefore, it may make sense to apply the grant funds to a different clean energy purpose such as an electric vehicle for the Recreation Department which is scheduled to be replaced this year. We are asking the Board to consider:

1) Which EV charging station scenario as outlined below is preferred and
2) Does the Board still want to apply the $15,000 CEC grant award to the EV charging station project or something else?

Below, we have laid out three different scenarios for EV charging installation including associated costs when they apply. In some scenarios, especially when more ports are installed per location, the project cost is $0. In some scenarios, when fewer ports are installed and when we include additional infrastructure installation in anticipation of more ports being installed down the line, there are some costs associated with the project even with the incentive. The NYSERDA incentive requires that the EV charging station parking spaces be reserved for electric vehicles only, so even though the cost is $0 for the greater number of ports, all ports installed will need to be reserved for electric vehicles.

The incentives we will be utilizing for EV charging station installation are the following:

Con Edison Power Ready Program

Public charging stations: Up to 90% of electrical work necessary for EV charging - $7,200/plug
Non-public charging stations: Up to 50% of electrical work necessary for EV charging - $4,000/plug
Future-proofing (infrastructure installation without ports): 10% of costs

NYSERDA Charge Ready Program (only for Disadvantaged Communities (DAC) which includes Tarrytown)
Public charging stations: $4,000 per port
Non-public charging stations: $2,000 per port

Westchester County Municipal Incentive Program
Public charging stations: 50% of project cost
Non-public charging stations: no incentive

			OPTION 1: LOWER # OF PORTS WITH FUTURE-PROOFING	**OPTION 2:** LOWER # OF PORTS, NO FUTURE PROOFING		**OPTION 3:** HIGHER # OF INSTALLED PORTS, NO FUTURE PROOFING
LOCATION	**# of requested ports**	**# of future proof ports (prep only)**	**Net cost of requested ports with future proofing**	**Net cost of requested # of ports (no future proofing)**	**Proposed # of Ports for lower cost**	**Cost of proposed port installation (more installed, no future proofing)**
62 Main	4	0	0	0	4	0
Lot 3/ S Washington	4	0	0	0	4	0
Lot A Village Hall	4	4	$9,630	$4,875	6	0
Police Lot	2	0	$30,582	$30,582	4	$7,647
Lot C, Rail Station	4	0	$10,879	$10,879	6	0
Lot D/Rec	4	4	0	$5,316	8	0
Lot 5/McKeel	4	4	$10,041	$6,101	6	0
TOTALS	**26**	**12**	**$61,132**	**$57,753**	**38**	**$7,647**

VILLAGE OF TARRYTOWN

Proposed EV Charging Stations

Westchester County Municipal Incentive Program

5

Westchester County

Municipal Infrastructure Improvement Initiative

MII3

This Partnership Program encourages the installation and maintenance of an electric vehicle charging network for Public use throughout Westchester County, supporting New York State's zero-emission vehicle (ZEV) goal of deploying 850,000 electrical vehicles across the state by 2025 and for all new passenger vehicles to be zero-emission by 2035. The partnership is intended to reduce the initial building expenses of electric vehicle chargers and enhance their accessibility to the general public by installing them on municipally owned areas, such as parking facilities and right-of-ways. Through the program, Westchester County will reimburse the approved applicant up to 50% of the cost associated with the purchase of the EV charging station(s), as well as the infrastructure costs associated with the installation of the of EV chargers.

The EV chargers must be:

- Located on municipal property
- Level 2 or Level 3 Chargers
- Available for public use

The Partnership will be made official through an Inter-Municipal Agreement (IMA) for a term of a minimum of 5 years from the date of execution of the IMA. Under the IMA the municipality shall be responsible for the installation, operation and maintenance of the chargers including all costs associated with the EV chargers. A draft IMA with further details is available for review upon request.

5

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT (the "Agreement") made this ____ day of _____, 202__ (the "Commencement Date") by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County")

and

_____, a municipal corporation of the State of New York having an office and principal place of business at _____ (hereinafter referred to as the "Municipality").

RECITALS:

WHEREAS, the County has established a program to encourage and promote the purchase and installation of electric vehicle (EV) charging stations by municipalities on municipally-owned property throughout Westchester (the "Program"); and

WHEREAS, the Municipality is the owner of certain real property described in Schedule "A", which is attached hereto and made a part of this Agreement (individually, the "Property" and, collectively, the "Property(ies)"); and

WHEREAS, the Municipality has submitted an application for financial assistance under the Program for the purchase and installation of EV charging stations on the Propert(ies); and

WHEREAS, the County desires to assist the Municipality by providing funding for a portion of the cost of the purchase and installation of the EV charging stations, including funding for a portion of the infrastructure necessary to design and install the EV charging stations and associated appurtenances thereto, as more particularly described in this Agreement (individually, the "Improvement" and, collectively, the "Improvement(s)").

5

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE I
TERM

Section 1.0. The recitals are hereby incorporated by reference into the body of this Agreement.

Section 1.1. The term of this Agreement shall be coterminous with the period of the term of the bonds or notes issued by the County to finance the County Contribution but in no event shall the term be less than five (5) years from the Commencement Date, unless the Agreement is otherwise terminated sooner for cause, default or breach in accordance with the provisions of this Agreement.

ARTICLE II
IMPROVEMENT(S) TO THE PROPERTY

Section 2.1. The Municipality shall provide or contract for all labor, materials and equipment to purchase and install the Improvement(s) on the Propert(ies) as described in the scope(s) of work, attached hereto and made a part hereof as Schedule "B", and in accordance with the terms of this Agreement. Approved budgets showing the estimated costs to purchase and install the Improvement(s) are set forth in Schedule "C", which is attached hereto and made a part hereof (the "Budget(s)").

The Municipality shall undertake the purchase and installation of the Improvement(s) in accordance with the terms of this Agreement.

The Municipality shall submit within _____ days of the Commencement Date construction drawings and specifications (the "Construction Drawings") signed and sealed by a professional engineer licensed in the State of New York for each Improvement. Construction Drawings shall include, but are not limited to, site plans,

5

structural plans, mechanical plans and electrical plans. The Construction Drawings are to delineate all existing and proposed conditions and are to be developed in accordance with all applicable federal, state and local laws, rules and regulations, codes and standards. No construction shall commence until the Construction Drawings are submitted to the County Commissioner of Public Works and Transportation or his duly authorized designee (the "Commissioner"). Such Construction Drawings will be deemed incorporated herein by reference. All work on the Improvement(s) shall be in conformance with the Construction Drawings unless otherwise consented to the Commissioner.

The Municipality shall undertake and complete the Improvement(s) in accordance with all applicable federal, state and local laws, rules and regulations, codes and standards, including, but not limited to, the labor laws and laws governing public bidding.

The Municipality represents that procurement for the purchase and installation of the Improvement(s) will be pursuant to section 103 of the General Municipal Law as applicable. In no event shall the retention of contractor(s) by the Municipality to purchase and install the Improvement(s) relieve or otherwise discharge the Municipality from its obligations under this Agreement or create a third party beneficiary relationship between the County and such contractor(s), and the parties hereto expressly disclaim any intention to create such a relationship.

The purchase and installation of the Improvement(s) will be carried on continuously, diligently and with dispatch to final completion and said construction will be completed within _____ months of execution hereof unless extended with the written consent of the Commissioner.

Section 2.2. In exchange for the Property(ies) and the Improvement(s) thereon being open to all County residents, the County agrees to finance a portion of the cost of the purchase and installation of the Improvement(s) in a total amount not to exceed the County Contribution (defined herein), which shall not exceed _____

5

$_____ DOLLARS (the "Funds"), payable following submission of invoices according to the terms set forth in this Agreement.

The County shall contribute an amount up to fifty percent (50%) of the total amount of the Budget for each Improvement as set forth in Schedule "C", net any monies the Municipality receives from any other source for the Improvement(s), subject to the terms of this Agreement (the "County Contribution"). The Parties agree that, if subsequent to the execution of the Agreement, the Municipality secures an additional funding source for the Improvement, the County Contribution shall be reduced so that it is net such additional funding source.

The Municipality shall be responsible for the total amount of the Budget for each Improvement as set forth in Schedule "C", less the County Contribution, and should the total cost of any Improvement exceed its total Budget amount, the Municipality shall be solely responsible for any such additional amount (collectively, the "Municipality Contribution").

The total Budget amount(s), County Contribution(s) and the Municipality Contribution(s) are set forth below:

Property Location	Improvement	Total Budget Amt.	County Contribution (Note: that if an additional funding source is secured subsequent to the execution of the Agreement, the County Contribution shall be reduced so that it is net the additional monies secured for the Improvement.)	Municipality Contribution (Note: that if the total cost of the Improvement exceeds the Total Budget amount, the Municipality shall be solely responsible for any such additional amount.)

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County for out of pocket expenses or disbursements made in connection with the installation and purchase of the Improvement(s).

The Funds to be paid with the proceeds of the County bond proceeds will be paid in accordance with the payment provisions set forth herein.

The County will make payment of the Funds to the Municipality for costs incurred to purchase and install the Improvement(s) in accordance with the terms of this Agreement up to the amount of the County Contribution.

The County in its sole discretion may make an advance payment of up to one-half of the County Contribution for each Improvement upon submission of an invoice from the Municipality as set forth herein. Such advance payment shall be expended by the Municipality solely and exclusively to pay for the costs to purchase and install the Improvement(s) permitted under this Agreement. As work progresses, the Municipality shall submit to the County receipts and other documentation satisfactory to the Commissioner showing use of the advance payment to pay for the costs permitted under this Agreement. Should an Improvement fail to be fully constructed and installed in accordance with the terms of this Agreement, the Municipality shall repay such advance payment to the County, or the County shall have the right to deduct such amount from any payment due the Municipality under any other contract entered into or subsequently entered into between the County and the Municipality.

Upon the Improvement(s) being fully constructed and operational to the satisfaction of the Commissioner, the County shall pay the Municipality the remaining amount of the County Contribution upon the Municipality submitting an invoice as set forth herein.

The Municipality shall submit all requests for payment with an invoice, which shall be uniquely numbered, and paid only after submission of all requested

5

documentation concerning the Improvement and approval of the invoice by the Commissioner. In no event shall final payment be made to the Municipality for an Improvement prior to the successful completion of the Improvement and the approval of same by the Commissioner.

The County will not be liable for any costs in excess of the County Contribution. The Municipality will promptly pay all agent(s), contractor(s) and subcontractor(s) for work performed in connection with the purchase and installation of the Improvement(s). In the event the cost to purchase and install the Improvement(s) exceeds the Budget amount for the Improvement, the Municipality shall be solely liable to pay said excess.

Funds shall be used to pay for costs incurred solely and exclusively for the purchase and installation of the Improvement(s) in accordance with the terms of this Agreement.

Prior to the making of any payments hereunder, the County, may, at its option, audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The Municipality will, and will require any agent(s), contractor(s) and sub-contractor(s), to make their books and records available to the County for audit and inspection at reasonable times and upon reasonable notice. The County will not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Municipality to cooperate or cause cooperation of any agent(s), contractor(s) and sub-contractor(s) with such audit. The County will, in addition, have the right to audit such books and records for a term of not less than seven (7) years subsequent to payment, noting that such records shall be retained for said period in accordance with State law.

At the County's request, the Municipality shall certify, or provide an audited report from a Certified Public Accountant in which the auditor certifies, that the County Contribution was spent in compliance with the Agreement and did not replace funds

5

previously provided to the Municipality from another source, nor contributed to any surplus.

In the event an audit reflects overpayment by the County or that monies were not fully expended or that monies were improperly expensed, then the Municipality shall reimburse to the County the amount of such overpayment, underpayment or improper payment within 30 days of notice from the County.

Payments hereunder to the Municipality by the County will operate to release the County from any and all obligations or liabilities to the Municipality and its respective agent(s), contractor(s) and sub-contractor(s) in connection herewith. Notwithstanding the foregoing, the County expressly disclaims the existence of any third party beneficiary relationship between the County and any such agent(s), contractor(s) and sub-contractor(s).

Section 2.3. The County shall have the right to enter the Property(ies) and conduct inspections of the Improvement(s). The County will take all necessary safety precautions in doing so and will conduct such inspections in such a way as to minimize any interference with the activities contemplated hereunder.

ARTICLE III

LEASE OF PROPERTY

Section 3.0. Subject to the terms and conditions of Article II, and in order to facilitate the issuance of County bonds and/or notes to finance the County Contribution, the Municipality hereby grants to the County a lease permitting the County to use and occupy the Property(ies) and Improvement(s). It is also recognized and understood that the County's sole responsibility shall be to provide an amount not to exceed the amount of the County Contribution and the Municipality shall assume all other responsibilities for all other costs and expenses related to the Improvement(s) and the Propert(ies).

Section 3.1. It is recognized and understood that the purpose of the lease described in Section 3.0 hereof is to give the County the necessary interest in the real property to be able to issue County bonds or notes to finance the County Contribution, and to ensure that the County and its residents shall receive a continuing benefit from the Improvements(s), and the County shall have no responsibilities, duties or liabilities to the Municipality or any third parties under the lease other than to provide funding as set forth in Section 2.2 above.

Section 3.2. The consideration for this lease shall be that the Municipality shall ensure that the Propert(ies) and Improvement(s) are open and accessible to all residents of the County.

Section 3.3. After execution of this Agreement, the Municipality shall be solely responsible for any and all other responsibilities, duties and liabilities related to the Property(ies) and Improvement(s), other than what the County has specifically committed to in Section 2.2 above. Nothing herein shall be construed to prevent the Municipality from seeking liability protection from third parties, such as from its contractors, but the County shall have no duty to look to any third party for contractual defense and indemnity as defined hereunder.

ARTICLE IV

RIGHTS AND RESPONSIBILITIES OF THE MUNICIPALITY

Section 4.0. In addition to, and not in limitation of the insurance requirements contained in Schedule "D" entitled "Standard Insurance Provisions", attached hereto and made a part hereof, the Municipality agrees that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence or intentional or willful misconduct of the County, its elected officials, officers, employees and agents:

(a) the Municipality shall indemnify and hold harmless the County, its elected officials, officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or

indirectly out of the Improvement(s), the Property(ies), this Agreement, or the acts or omissions hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action brought against the Indemnities (defined in Section 4.0(c) below) arising directly or indirectly out of the Improvement(s), the Property(ies) or this Agreement and to bear all other costs and expenses related thereto; and

(c) the Municipality shall defend, indemnify and hold harmless the County, its officials, officers, employees and agents (the "Indemnitees") from and against, any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss, that may be imposed upon or incurred by or asserted against any of the Indemnities by reason of any of the following:

(i) Work. Any construction, installation, repair, alteration, addition, replacement, restoration or other work done by or on behalf of Municipality in, on or about the Improvement(s) or Property(ies) or any part thereof;

(ii) Use. The use, occupation, condition, operation, maintenance, management or supervision of or providing security for all or any portion of the Improvement(s) or Property(ies), by or on behalf of the Municipality;

(iii) Act or Failure to Act of Municipality. Any act performed by, or any failure to perform any act required to be performed by the Municipality, a third party under its direction or control, or any of the Municipality's officers, agents, contractors, subcontractors, servants, employees, or invitees in connection with this Agreement, the Improvement(s) or the Property(ies);

(iv) Accidents, Injury to Person or Property. Any accident, injury, (including death at any time resulting therefrom) or damage to any person, including, without limitation, employees of the Municipality or any Indemnitee unless arising from the negligent, intentional or willful conduct of an Indemnitee, or property occurring in, on, or about the Property(ies) or any part thereof, or adjoining or adjacent thereto;

5

(v) Breach of Municipality's Obligation. Any failure or refusal on the part of the Municipality to perform its obligations pursuant to this Agreement; or

(vi) Municipality's Obligations. The Municipality's failure, within any applicable grace period, to perform or comply with any of the covenants, terms or conditions contained in this Agreement on the Municipality's part to be kept, observed, performed or complied with within any applicable grace period.

(vii) Breach of Representation or Warranties. Any material misrepresentation or material omission in any representations, warranties or covenants provided by the Municipality under this Agreement.

The Municipality shall promptly notify the County in writing of any claims made or any suits instituted against the Municipality of which it has knowledge arising from its performances hereunder or in connection with this Agreement or in connection with the Improvements(s) or the Property(ies).

In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this Agreement, then the Municipality shall reimburse the County's reasonably attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this Section of the Agreement.

Section 4.1. The Municipality shall be responsible for the operation, management, maintenance and security of the Property(ies) and Improvement(s), including, but not limited to, all software and hardware services, networks, data management, customer support and operational services (collectively, "Management Agreements") to support the operation of the Improvement(s), at the Municipality's sole cost and expense, for the term of this Agreement. The Improvement(s) shall be operated as electric vehicle charging stations and shall be available to all County residents for the term of this Agreement.

To the extent any fees are charged by the Municipality either directly or through a Management Agreement, for the use of the Improvement(s), the fees charged to non-residents of the Municipality shall not exceed the fees charged to the Municipality's residents. All Management Agreements shall comply with the Tax Covenants set forth in Article VIII of this Agreement.

Section 4.2. The Municipality shall, at its sole cost and expense, continuously throughout the term of this Agreement, provide reasonable and adequate security and safety for the Improvement(s) and Property(ies) through the Municipality's police department or other agency designated to provide such police services.

Section 4.3. The Municipality shall, at its sole cost and expense, operate, manage, maintain, repair and properly supervise the Improvement(s) and Property(ies), it being understood and agreed that such operation, management, maintenance, repair and supervision shall be performed by the Municipality to the satisfaction of the Commissioner. The Municipality shall defend and indemnify the County from any liability that may arise from any failure of the Municipality to perform its obligations under this Subsection.

Section 4.4. Following the installation of each Improvement, the Improvement shall be available to all residents of the County as required by this Agreement.

Section 4.5. The Municipality shall, at its own cost and expense, promptly comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the federal, state, County and local governments and all insurance requirements applicable to the Improvement(s) and Property(ies) or any part thereof or applicable to this Agreement. After construction of an Improvement is completed, the Commissioner shall be entitled to enter the Property, or any part thereof, at any and all times for any and all purposes, without the need to obtain the consent or permission of the Municipality.

5

Section 4.6. All advertising and signage to be utilized by the Municipality in connection with the operation of the Propert(ies) shall be subject to the prior written approval of the Commissioner and shall be provided in advance for review. The Municipality shall acknowledge the County's contribution towards each Improvement on any signs erected at the Property(ies) for the Improvement(s) and on any other publications, documents, etc. mentioning the Improvement(s).

Section 4.7. In the event the Municipality does not comply with a provision in this Article, the County shall have the right to cure such noncompliance upon thirty (30) days' notice from the County to the Municipality, except in emergencies when such notice period in the County's sole and unreviewable judgment shall be shorter. The cost to cure such noncompliance shall be borne by the Municipality. The failure of the Municipality to reimburse the County for the cost to cure such compliance within thirty (30) days of a written notice demanding such reimbursement shall be deemed a material breach of this Agreement.

Section 4.8. After completion of installation of the Improvement(s), the Municipality shall not install any fixtures or make any additions, development, improvements or alterations to the Improvement(s), other than routine maintenance or repair, without the prior written consent of the Commissioner, which shall not be unreasonably withheld. Any such additions, development, improvements or alterations shall be made at the Municipality's sole cost and expense unless otherwise agreed to by the County and the Municipality. The Municipality shall submit all plans and specifications for all such additions, development, improvements and alteration to the Commissioner for approval. All such additions, development, improvements and alteration shall be completed in a thoroughly workmanlike manner and shall immediately become annexed to and be made a part of the Property.

Section 4.9. It is understood and agreed to between the parties that the Property(ies) are to be used during the term of this Agreement for the use and benefit of the County residents as EV charging station(s) as set forth in this Agreement.

5

Section 4.10. Except for the amount of funding to be advanced or reimbursed by the County under Section 2.2 above, the Municipality shall be responsible for all costs in relation to the Improvement(s), Property(ies) and this entire Agreement, and, under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder except as herein otherwise expressly set forth.

Section 4.11. The Municipality shall pay any and all taxes, assessments, special assessments, personal property and intangible taxes, gross receipts, sales, use or occupancy taxes, water and sewer charges, rates and rents, charges for public utilities, excises, levies, license and permit fees and other charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, arising from the use or ownership of the Improvement(s) or the Property(ies) which shall or may be assessed levied, charged, confirmed or imposed upon or become payable out of or become a lien on the Property(ies) or any part thereof.

Section 4.12. The Municipality shall act as the lead agency for meeting the requirements of the State Environmental Quality Review Act, and its implementing regulations, 6 NYCRR Part 617, ("SEQRA") for any activity which requires SEQRA compliance that is being undertaken pursuant to this Agreement, unless otherwise directed by the County.

Section 4.13. The provisions of this Article IV shall survive termination or expiration of this Agreement.

ARTICLE V

RESPONSIBILITIES OF THE COUNTY

Section 5.0. The County shall have no responsibility for anything other than that set forth in Section 2.2 above.

ARTICLE VI

INSURANCE

Section 6.0. The Municipality shall procure and maintain insurance coverage naming the County as additional insured for the term of this Agreement. Notwithstanding the preceding sentence, the Municipality may provide proof of self-insurance in lieu of an insurance policy. Any proof of self-insurance shall be subject to the approval of the County Director of Risk Management.

ARTICLE VII
REPRESENTATIONS OF THE MUNICIPALITY

Section 7.1. The Municipality represents and warrants as follows:

(a) The design, supervision and workmanship furnished by the Municipality with respect to the installation of the Improvement(s) will be in accordance with sounds and currently accepted scientific standards and best engineering practices;

(b) It will use its best efforts to assure and shall require in any contract documents with its contractors and subcontractors that all materials, equipment and workmanship furnished by contractors and subcontractor of the Municipality 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 best engineering practices;

5

(c) To the best of the Municipality's current knowledge and information the Budget(s) attached hereto and forming a part hereof as Schedule "C" lists the anticipated true and correct costs for the Improvement(s);

(d) The consummation of the transactions contemplated by this Agreement and the performance of the Municipality's obligations hereunder will not result in any breach of or constitute a default under other instruments or documents to which the Municipality is a party or by which it may be bounds or affect; and

(e) It is the fee title holder of the Property(ies).

ARTICLE VIII
TAX COVENANTS

Section 8.0. Tax Covenants. For so long as any federally tax-exempt County bonds issued to finance the Improvement(s) remain outstanding, the Municipality covenants as follows (as used in this section, the term "bonds" shall also include short-term notes):

(a) The Municipality shall at all times do and perform all acts and things necessary or appropriate under any current and valid provision of law, and that are within the Municipality's control, in order to assure, in the opinion of the County's bond counsel, that the interest on County bonds shall not be included in the gross income of the owners of the County bonds for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"). The Municipality will take no action to cause the interest on the County bonds to be included in the gross income of the owners of the County bonds for federal income tax purposes under the Code.

(b) The Municipality shall not use or permit any use of the Improvement(s) purchased or installed with the proceeds of any County bonds, which, in the opinion of the County's bond counsel, would cause the County bonds to be or become "private activity bonds" within the meaning of Section 141 of the Code, and the Municipality hereby covenants that it shall not permit any individual or entity other than the County, the Municipality or any other unit or instrumentality of a State or local government acting

5

through its officers and employees ("Non-Governmental Person") to "use directly or indirectly in a trade or business carried on by such person" (within the meaning of Section 141 of the Code), any portion of the Improvement(s) without the prior written consent of the County.

(c) The Municipality will, and will require any agent(s), contractor(s) and sub-contractor(s), to cooperate with the County in providing documentation, certifications or other reasonably required information to support the conclusion that such bonds and/or notes meet the requirements of federal tax-exemption.

(d) The provisions of this Article VIII shall survive the expiration or termination of this Agreement.

Section 8.1. Tax Compliance Procedures. In order to implement compliance with the tax covenants of Section 8.0 hereof, the County and the Municipality agree as follows:

(a) County Consent Regarding Management Agreements.

(i) Procedure. The Municipality shall not enter into any agreement for Private Business Use (as defined in Section 141 (b)(6) of the Code), including but not limited to any Management Agreement, for the Improvement(s) unless the Municipality first requests in writing the County's consent to such activity and the County so consents in writing.

(ii) Indemnification. The Municipality shall indemnify and hold the County harmless from any loss, cost, damage or expense arising from or connected with a claim of loss of the tax-exempt status of interest on the County's bonds as a result of the use of the Improvement(s), including Management Agreements, to which the County has not consented pursuant to this Subsection 8.1(a).

(b) Certification by Municipality of Tax Compliance.

5

(i) Annual Certification. At the request of the County, the Chief Executive Officer of the Municipality shall provide the County with a certification in the form acceptable to the County that the Municipality's Management Agreement(s), if any, are in compliance with the Code, regulations of the Treasury Department and pronouncements of the Internal Revenue Service.

(ii) Indemnification; Inability to Provide Certifications. The Municipality agrees to indemnify and hold the County harmless from and against any loss, cost or expense arising from or connected with any claim of loss of the tax-exempt status of interest on the County bonds as a result of (A) any material misrepresentation or material omission in a certification provided by the Municipality pursuant to this section or (B) notification by the Municipality that it is unable to provide the certification required by this subsection. The Municipality shall promptly notify the County of any inability to provide any certification required by this subsection and of the reason therefore and the Municipality further agrees expeditiously to provide to the County all information pertinent to its inability to provide such certification.

ARTICLE IX
NOTICES

Section 9.0. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Commissioner of Public Works and Transportation
County of Westchester
148 Martine Avenue, Room 528
White Plains, New York 10601

with a copy to:

County Attorney
148 Martine Avenue, Room 600
White Plains, New York 10601

To the Municipality:

_____
_____
_____

ARTICLE X
MISCELLANEOUS

Section 10.0. Any purported delegation of duties or assignment of rights by either party to this Agreement without the prior express written consent of the other party is void.

Section 10.1. In the event that the Municipality materially defaults in the performance of any term, condition or covenant herein contained, the County, at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or any other lawful remedy, may terminate this Agreement upon ninety (90) days notice to the Municipality; provided, however, that the Municipality may defeat such notice by curing the default complained of within such notice period, or, if any such default is not curable within such notice period by promptly commencing to cure the default and diligently pursuing all necessary and appropriate action to effect such cure. This provision shall not affect the termination provision found in Section 4.7 of this Agreement. In the event this Agreement is terminated, the Municipality shall have one hundred eighty (180) days from the effective termination date to pay the County, as liquidated damages, the full amount paid by the County pursuant to this Agreement.

Section 10.2. It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns. Nothing in this

5

Agreement shall act to confer third-party beneficiary rights on any person or entity not a party to this Agreement.

Section 10.3. This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, and approved by the Office of the County Attorney.

Section 10.4. It is recognized and understood that the Municipality is not an agent of the County and in accordance with such status, the Municipality, its consultant(s), its contractor(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

Section 10.5. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

Section 10.6. In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

5

Section 10.7. The Municipality agrees to observe and obey any and all federal, state and local laws, rules and regulations, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same.

Section 10.8. This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

Section 10.9. All covenants, stipulations, promises, agreements and obligations of the Municipality and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Municipality and the County and not of any member, officer or employee of the Municipality or the County in his individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Municipality or the County or any natural person executing this Agreement.

Section 10.10. The parties each agree to execute and deliver such further instruments and to obtain such additional authority as may be required to carry out the intent and purpose of this Agreement.

Section 10.11. This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.

Section 10.12. Failure of any party to insist upon strict performance of any term, condition or covenant of this Agreement shall not be deemed to constitute a waiver or relinquishment of such term, condition or covenant for the future right to insist upon and to enforce by injunction or by other legal or appropriate remedy strict compliance by any other party with such term, condition or covenant.

5

Section 10.13. Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Under this Agreement it is recognized and understood that the County encourages the Municipality to do similarly.

Section 10.14. In the event that all or any part of the Property(ies) shall be taken in a condemnation proceeding, or by right of eminent domain, or by agreement by any governmental authority authorized to exercise such rights, then, and in any such event, any such condemnation proceeds payable to the County for its interest in the Property(ies) shall be distributed to the County.

Section 10.15. The Municipality represents that it has all requisite power and authority to execute, deliver and perform this Agreement, and this Agreement has been duly authorized by all necessary parties. The County represents that this Agreement has been approved by the Board of Legislators of the County of Westchester on the ___ day of _____, 2023 by Local Law No. _____-2023.

Section 10.16. The headings in this Agreement are for reference purposes only and shall not be used in construing the terms of this Agreement.

[Remainder of page intentionally left blank]

5

IN WITNESS WHEREOF, the County and the Municipality have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By _____
Hugh J Greechan, Jr. PE
Commissioner of Department of Public Works and Transportation

THE MUNICIPALITY

By _____
(Name and title)

Authorized by Local Law No. _____ adopted by the Board of Legislators of the County of Westchester on the _____ day of _____, _____.

Approved:

_____
Associate County Attorney
County of Westchester
S/Noc/DPW/EV Charging Station IMA

5

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 202__, before me personally came

_____, to me known, and known to me to be the

_____ of _____,

the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said _____ resides at

_____

and that he/she is _____ of said municipal corporation.

_____

Notary Public County

5

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____,
(Officer other than officer signing contract)
certify that I am the _____ of the
(Title)

_____
(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the

_____
(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that _____
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution
_____of the Municipality,
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its

_____
(Town Board, Village Board, City Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

_____
(Signature)

STATE OF NEW YORK)
ss.:
COUNTY OF WESTCHESTER)

On this _____ day of _____, 202__, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(title)
the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he/she, the said _____ resides at _____, and that he /she is the _____ of said municipal corporation.
(title)

_____
Notary Public County

5

SCHEDULE "A"

(LIST OF PROPERTY(IES))

5

SCHEDULE "B"

SCOPE(S) OF WORK FOR IMPROVEMENT(S)

5

SCHEDULE C

BUDGET(S) FOR IMPROVEMENT(S)

5

SCHEDULE "D"

STANDARD INSURANCE PROVISIONS
(Municipality)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

5

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: http://www.wcb.ny.gov.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

b) Commercial General Liability Insurance with a combined single limit of $1,000,000 (c.s.1) per occurrence and a $2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

i. Premises - Operations.
ii. Broad Form Contractual.
iii. Independent Contractor and Sub-Contractor.
iv. Products and Completed Operations.

c) Commercial Umbrella/Excess Insurance: $2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

d) Automobile Liability Insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and a minimum limit of $100,000 per occurrence for property damage or a combined single limit of $1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

(i) Owned automobiles.
(ii) Hired automobiles.
(iii) Non-owned automobiles.

5

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

4

INF ASSOCIATES
ENERGY SOLUTIONS

Steve Peifer
VP of Sales

Kris Willard
Director of Sales

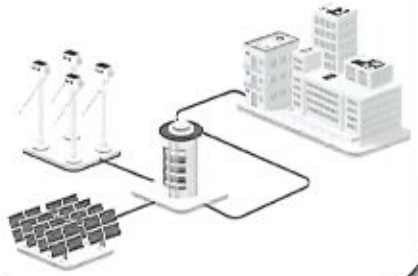
Ryan Bakley
Director of Strategic Partnerships

Jeff Rosenzweig
Account Executive

Company Introduction

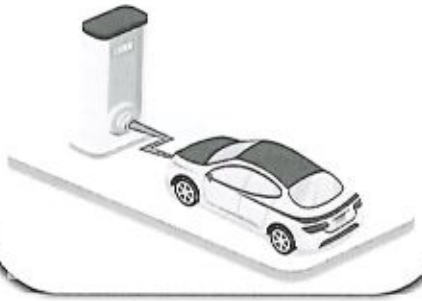
Turnkey Energy Solutions

EVSE, Lighting, Mechanical Systems, Inverters & Batteries, Renewables



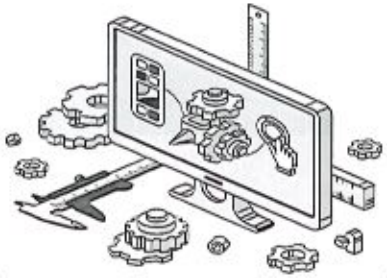
Service & Maintenance

EVSE, Inverters, Software Renewals, LCFS Credits



Engineering Services

Facility Audits, Incentive & Rebate Management, Energy Modeling, M&V



Decarbonization as a Service (DaaS)

National and corporate comprehensive infrastructure decarbonization roadmaps (multi-decade)

Experience & Trade Allies

Certified participating contractor with 30 U.S. utilities

Installed over 20,000 EV ports nationwide

Con Edison's #1 LED lighting installer

Con Edison's #1 EV charging station installer

Awarded Westchester County contract for Flo EV Charging stations

conEdison 2022 PowerReady Installer Award — INF Associates — Most L2 Plugs Installed

conEdison 2022 PowerReady Installer Award — INF Associates — Fastest Average L2 Plugs Delivery

flo

PROUD SERVICE PROVIDER — NYC ACCELERATOR

Fleet Services

Sourcewell Awarded Contractor (#051123-INA)

- Fleet transition planning
  - Consulting services
- Turnkey implementation
  - EVSE purchase
  - Installation
  - Incentive management
- Related Services
  - Microgrid, solar, battery storage

h

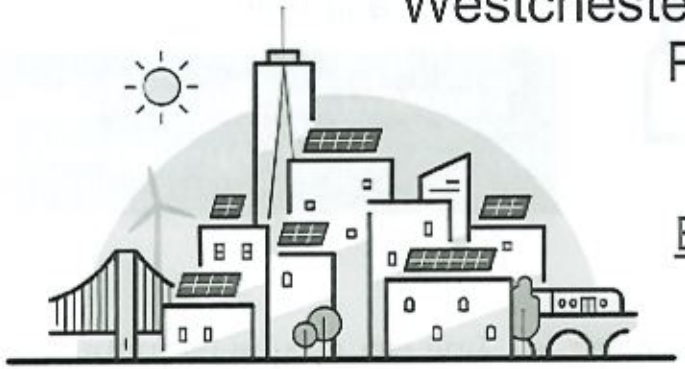
conEdison

EV Light-Duty PowerReady Program

Westchester County EV Charging Event

Program Overview

October 2023



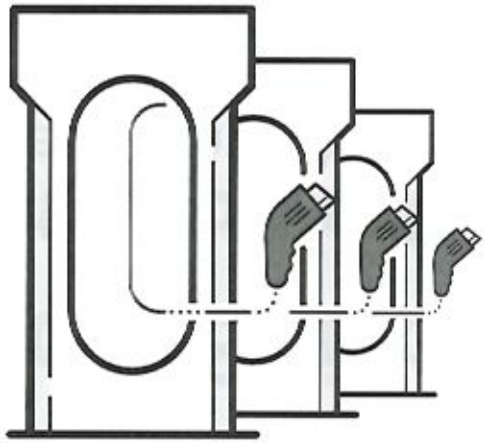
EVMRP@coned.com

Con Edison Light-Duty PowerReady Program Overview

As Authorized in NY PSC July 16, 2020 Order

PowerReady (Make-Ready) Program Funding

- $234M in incentive funds for customer and utility side work to provide service to L2 and DCFC chargers in NYC and Westchester



5-Year Program Start Date: July 16, 2020

- Any project not under construction as of that date is eligible

Program Plug Goals (2025)

- 18,539 L2 plugs
- 457 DCFC plugs

Program goals and budget may change based on regulatory proceeding

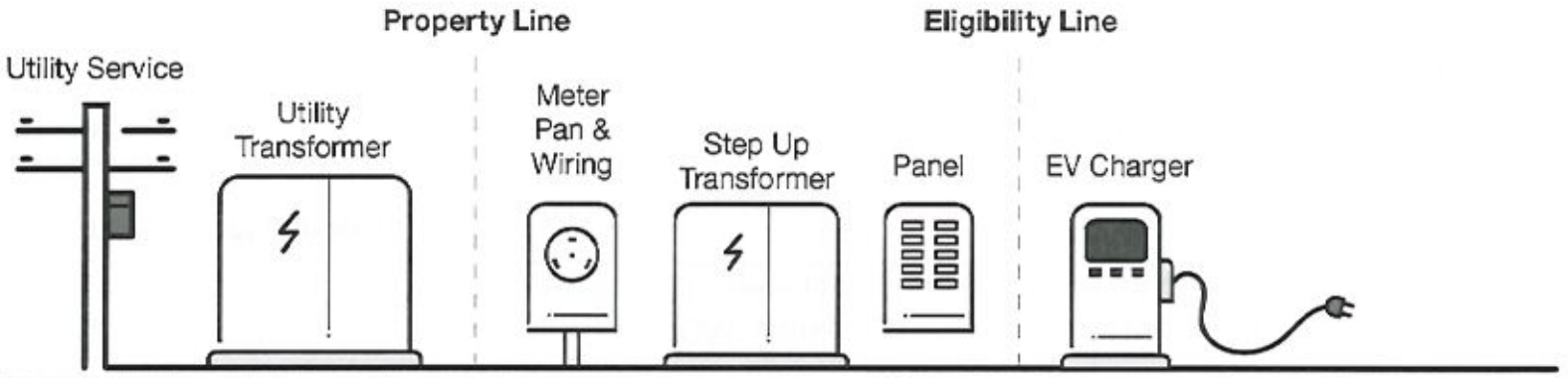
Level 2 Chargers vs. DC Fast Chargers

	Level 2 Charging Station	DCFC Charging Station
Current / Voltage	AC / 240 V	DC / 480 V
Plug (Connector) Types	J1772, Tesla	SAE Combo (CCS); CHAdeMO; Tesla
Miles of Range per Hour	~25 or ~7kW (up to 50kW)	100+ depending on power
Time to Charge (depends on range of vehicle)	6-8 hours	30 minutes
Best Applications	Multifamily, C&I, workplace charging, locations with dwell time of an hour +	Short stops, gas station, highway routes, dedicated fast charging hubs
Minimum # of plugs that can receive rebate	2	2
Maximum # of plugs that can receive rebate	No maximum	31+ may have to go through additional eligibility review

Note: All statistics above vary based on charger kW, car battery size and operations

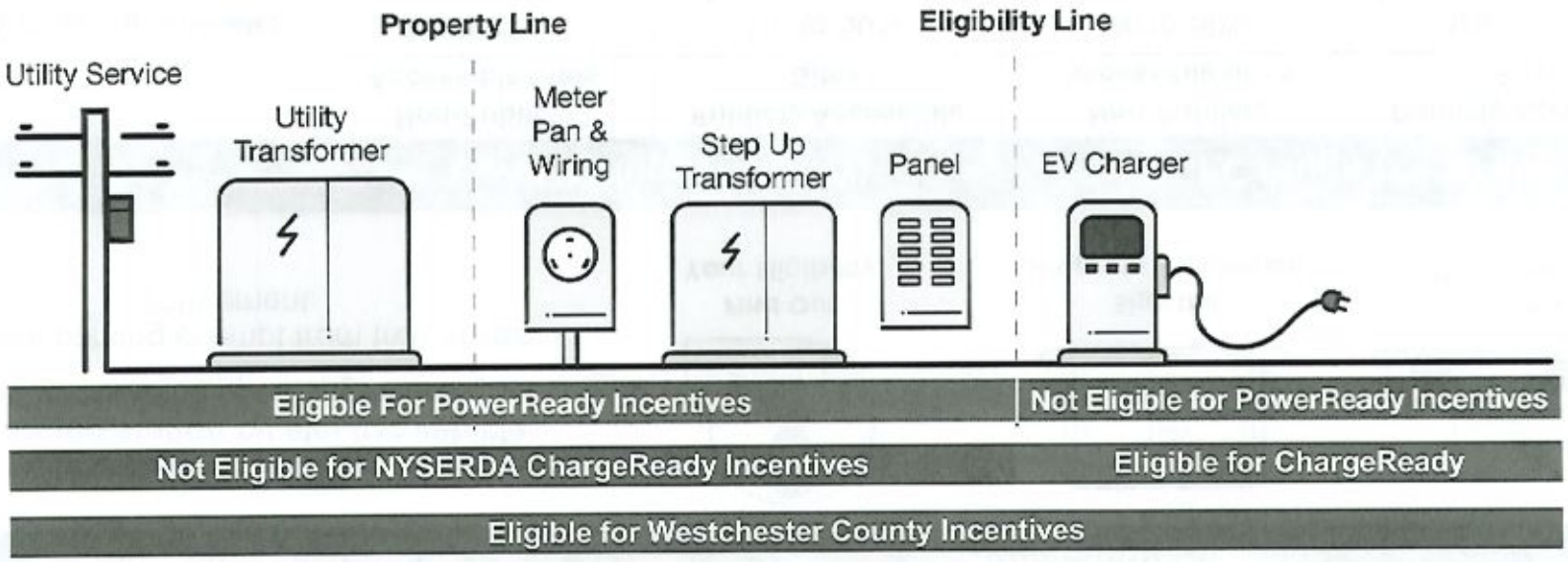
Con Edison's PowerReady Program provides incentives for utility-side and customer-side work

What's Eligible?



Eligible For PowerReady Incentives			Not Eligible for PowerReady Incentives	
• Customers may be required to pay for grid upgrades in excess of Con Edison's design requirements	• Panel • Conduit • Trenching • Design • Permitting	• Step Up Transformers • Wiring • Customer Switchgear	• Signs • Bollard • Network • Maintenance • Pedestal	• Charging Station • Network Equipment • Station Installation
			L2 chargers qualify for NYSERDA funding, up to $4000	
Con Edison Constructs	Customer Constructs			

Supplementing with NYSERDA's ChargeReady Program and Westchester County incentives can cover more of your project costs



Tiered incentive structure supports development of widespread EV charging network

Public Access Rules

Publicly accessible is defined as free access to charging station by electric vehicle owners during operating hours.

Municipal parking exempt from free access requirement.

Application Process

Find Out Your Eligibility

Sign the Program Agreement

Install Your Chargers

	Level 2 Plugs (< 50 kW)		DCFC Plugs (>= 50 kW)	
	Non-Publicly Accessible Sites	Publicly Accessible Sites	Non-Publicly Accessible Sites	Publicly Accessible Sites
Proprietary Plugs (e.g., CHAdeMo, Tesla)	Up to 50% $4k per plug cap	Up to 50% $4k per plug cap	Up to 50% $237/kW cap	Up to 50% $237/kW cap
Non-Proprietary Plugs	Up to 50% $4k per plug cap	Up to 90% $7.2k per plug cap	Up to 50% $237/kW cap	Up to 90% $427/kW cap

Completion bonuses are available to some L2 projects

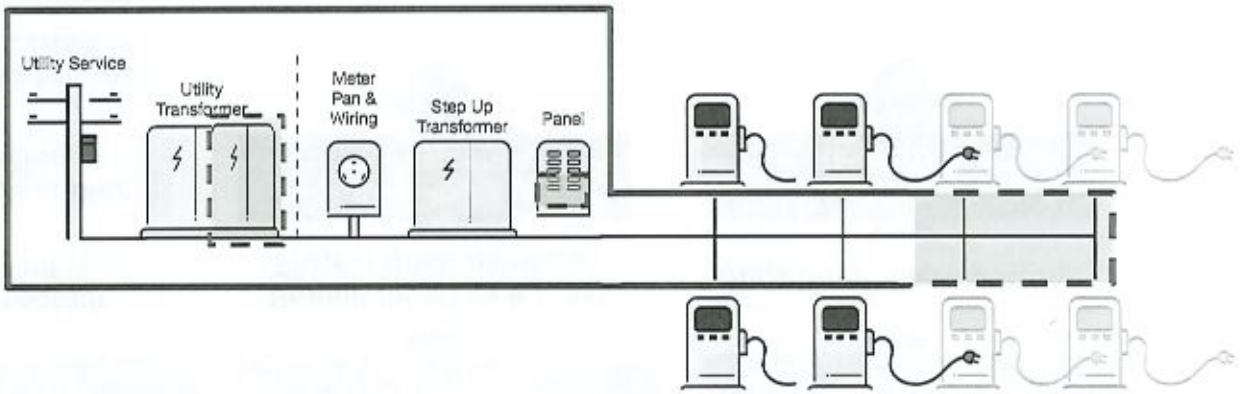
Future Proofing

PowerReady can provide additional incentives for future proofing – **building out infrastructure to handle chargers being installed in the future.**

Eligibility criteria	Include # chargers to be installed in future or desired additional power	Confirm availability of sufficient parking spaces to accommodate	Eligible future proofing dollars are capped at 10% of Make Ready costs

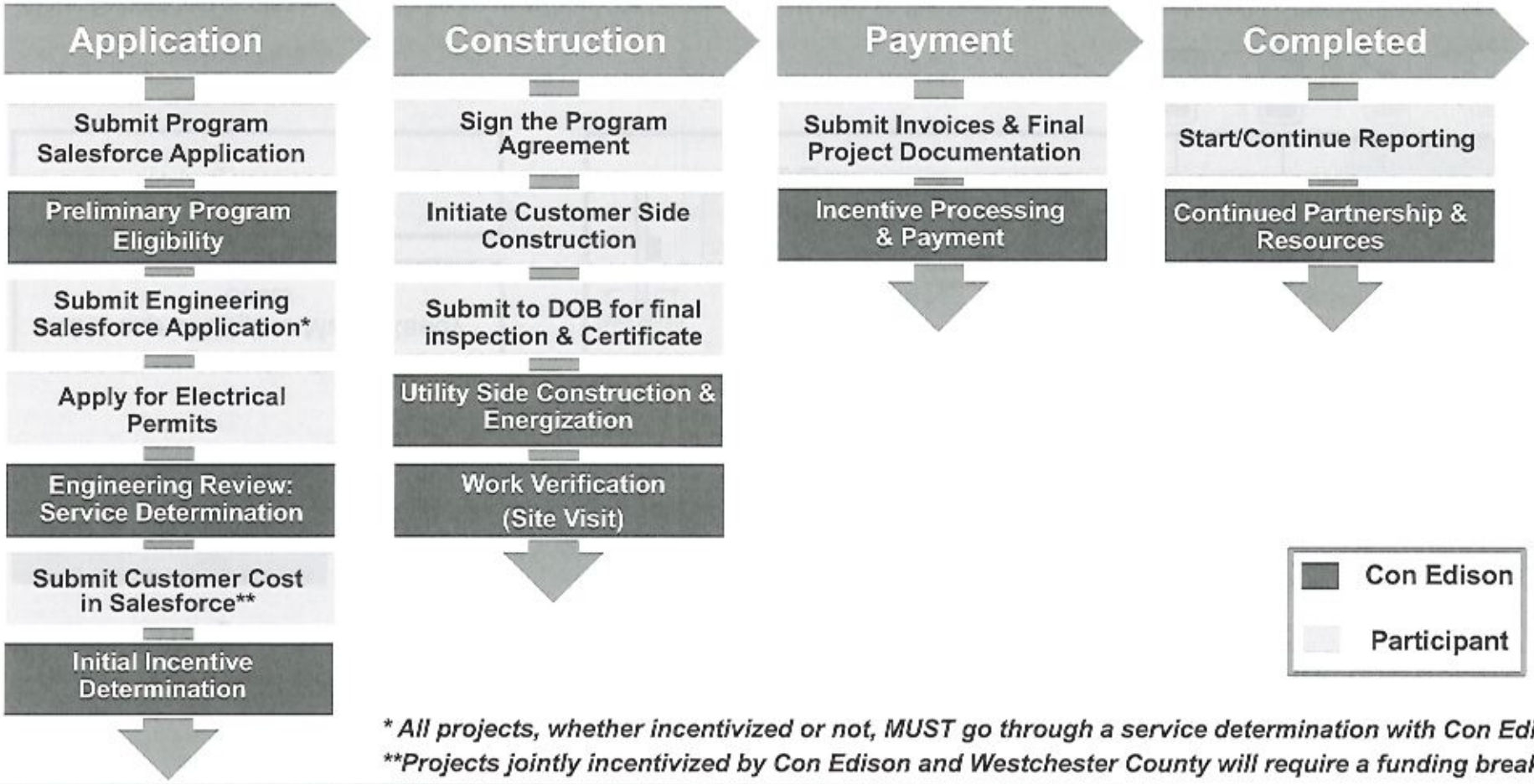
10% cap of Eligible Make Ready costs

No project cost cap



Note: Submit two quotes – one with and one without the future-proofing plan so the team can appropriately assess the additional costs

PowerReady Program Process



** All projects, whether incentivized or not, MUST go through a service determination with Con Edison*

***Projects jointly incentivized by Con Edison and Westchester County will require a funding breakdown*

Additional eligibility requirements to participate in PowerReady

Participant Application Submittal	• **Participant application:** Any customer-side party (e.g., developer, site host, approved contractor) can submit the Participant application • **Program agreement:** The Participant that **signs the program agreement** takes on reporting and other responsibilities
Approved Contractor	• **Customer-side work:** must be completed by an Approved Contractor • **Participating Contractor Application:** To become an Approved Contractor, interested entities must complete and submit a Participating Contractor Application, available at jointutilitiesofny.org
Approved Contractor Network	**Application requirements include:** - Company name and contact information - Check box certifying that your company is registered and maintains credentials necessary to do business in NYS. - Check box certifying that your company holds all appropriate licenses and certifications to perform EV charging station installs. - Identify utility service territories your company provides services in.

There are operational requirements for Participants

Operational Period	• All charging stations in the EV PowerReady Program must **operate for a minimum of five years** • **Quarterly reporting** on charging station operations required for the following 5 years
Public Site Accessibility	• **Public Site Accessibility:** Free access to chargers by all EV owners during business operating hours. ✓ Free entrance for all EV owners ✓ Accessibility must be the same for public EV owners as tenants
DCFC Plug Operating Requirements	• DCFC plugs **must be operational 95 percent of the time** (annually) • DCFC charging **stations must be operational 99 percent of the time** (annually), with a minimum of 50 percent of the plugs considered to be "up" at all times
Ownership Changes	• **Ownership of EV charging stations may change,** or stations may be upgraded during the five-year term, as long as the number of plugs and the capacity of the station does not decrease, and the site continues to meet all performance and reporting obligations of the Program

h

The EV PowerReady Program has a five-year quarterly reporting requirement

The Joint Utilities, including Con Edison, have selected Atlas to be the 3rd-party data consultant. Atlas will reach out to participants at the end of each quarter to request participant data to meet the PowerReady reporting requirements under the terms of the Program.

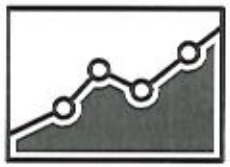
Data Type	Plug and Charging Session	Financial Information	Utility Energy and Billing
Who Provides Data	Participant to 3rd-party consultant	Participant to 3rd-party consultant	Utility
Data Requirements	• Number of sessions daily • Start and stop times of each charge • The amount of time each vehicle is plugged in per session • Peak kW per charging session • kWh per charging session • Plug outage information	• Infrastructure and equipment costs • Fee structure (e.g., cost per kWh, cost per session • Charging revenues derived • Operating costs, which should separate energy-related costs and non-energy related costs	Utility system and billing information for each EV charging station, including: • 15-minute interval data • Load profiles for charging stations for the top ten annual demand days • Utility bills, which should differentiate by delivery service-related costs and energy-related costs

Each PowerReady participant will be required to share data with the Joint Utilities and Department of Public Service on a quarterly basis. Failure to meet this requirement will result in ineligibility for PowerReady incentives and potential claw back of payments received.

SmartCharge Commercial (SCC) Program launching soon!

What it is:
Cash incentives to all eligible commercial stations for charging during off-peak periods (including public, workplace, light- and medium- and heavy-duty fleets, multifamily, and industrial)

Why we're offering it:
To provide predictable incentives as a revenue stream to Commercial EV Charging customers while also encouraging grid-beneficial charging behavior to manage grid impacts



Standard Peak Avoidance Incentive

- $10 per kW avoided during 4-hour peak window relative to **nameplate capacity** (June – September)
- $2 per kW avoided during 4-hour peak window relative to **nameplate capacity** (all other months)
- Incentive based on **nameplate capacity** resulting in cost relief potential to ***all*** charging stations on site.

Standard Off-Peak Charging incentive

- $0.03 per kWh for off-peak charging, all days, year-round, between 12 – 8 AM

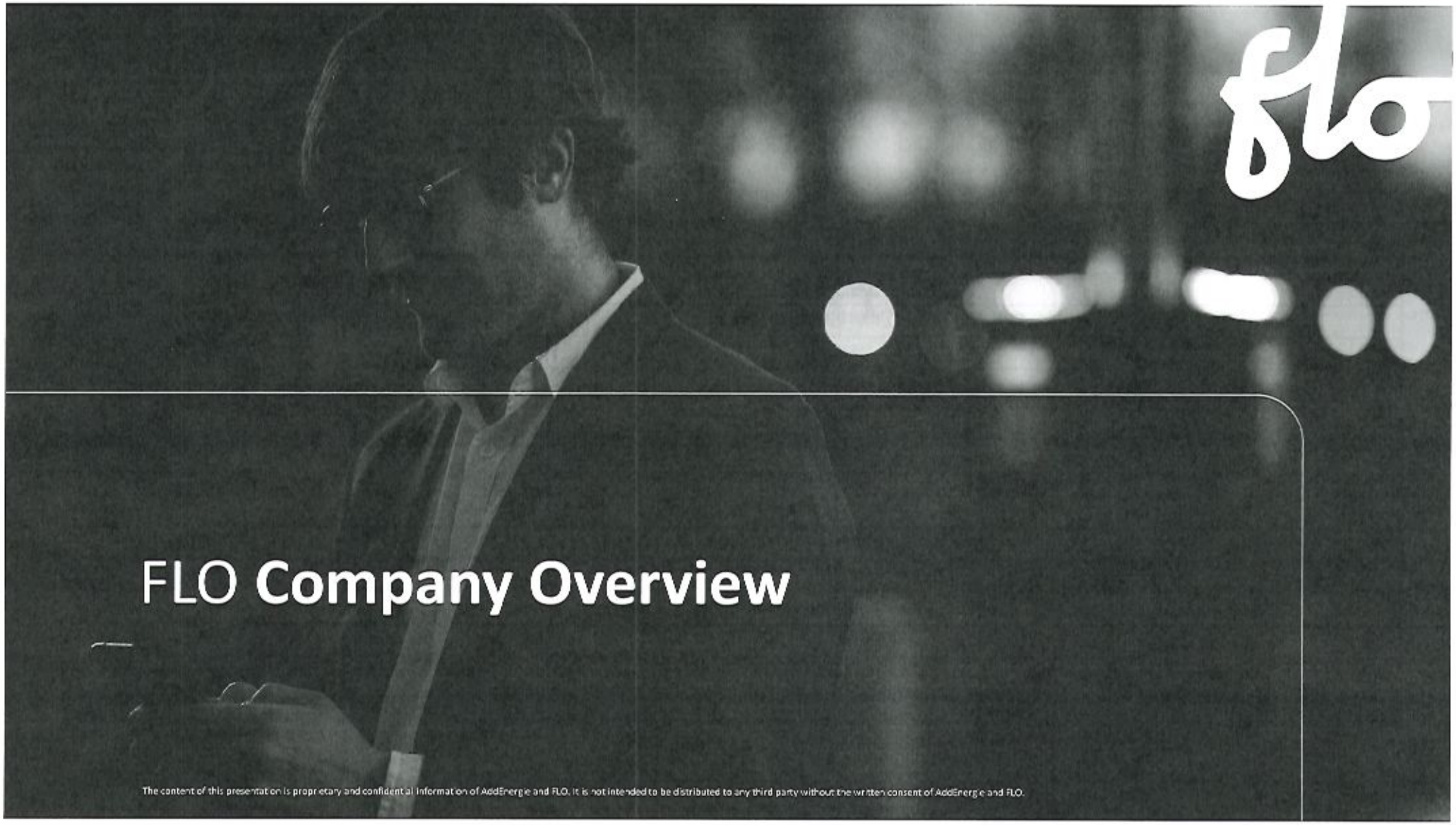
Enhanced Incentives

- For **public DCFC/ L2 charging** and **transit** through early 2025

PowerReady Eligible Equipment

PowerReady Eligible Equipment	Ineligible Equipment
Distribution Network	Charging Station
Transformers	Network Equipment
Meter	Station Installation
Conductors	Signs
Panel	Lighting/Lighting Column
Boring	Rectifier
Trenching	Bollards
Conduit	Maintenance Fees
Permitting	Assoc. Fees
Design Costs	Retractor Pole
Project Management	Shipping Costs
Sidewalk Excavation and Restoration	Charger Pedestal/Concrete Pads
Customer Requested Outages	Sales Tax & GRT
Transformer Concrete Pads	Business Development/Sales Expenses

List is not exhaustive and subject to change



FLO **Company Overview**

Our Mission

flo

Fight climate change by accelerating EV adoption

Our Promise

EV charging done right

Complete Solutions, Thoughtfully Designed

Comprehensive portfolio

Vertically integrated HW, SW, service

Open architecture

Intelligent charger & energy management

Comprehensive turnkey deployments

Great Experiences Every Time

Relentlessly focused on uptime

Seamless roaming network

World class customer service

Intuitive mobile app

Dependable Charging Year-After-Year

Built-to-last

Comprehensive warranty

Manufactured in N.A. with care

5

Solution Overview

Vertically Integrated HW, SW, Services

Expertise across the value chain increases performance

Complete Hardware Portfolio

Electric Vehicle Supply Equipment (EVSE)

Robust Charging Network

- Energy Management
- Data & Network Reporting
- Owner Web Portal
- Charger Commissioning
- Firmware Updates & Cellular Connectivity
- Charger Interoperability
- Cybersecurity & Personal Data Protection
- Customer Services & Maintenance
- Flexible Billing Services

Charging Point Operator (CPO)

Driver Facing Software

- User Web Portal & Mobile App
- Mapping, Status & 3rd party integration
- Account Mgmt & Payment Services
- Usage reporting
- Cybersecurity & Personal Data Protection
- 24x7 Driver Support

Electric Mobility Service Provider (eMSP)

Comprehensive Implementation, Support and Operation Services

Comprehensive Portfolio

Solutions by use case

At Home | **At Work** | **On The Go**

Residential

- Single-family homes
- Multi-unit residential buildings (MURB)

Workplace | Fleet

- Commercial properties
- Workplace and fleet parking

Public | Destination

- Retail stores and shopping centres
- Hotels & restaurants

Public | City Curbside

- Cities
- Municipal administrations

Public | Transit

- Rest areas and gas stations
- Shopping centres

Level 2 Chargers

FLO Home
(7.2kW)

- Residential smart charger with mobile app connectivity

CoRe+ & CoRe+ Max
(7.2 & 19.2kW)

- Ideal for workplace, mixed-use residential & fleets with up to 2.7x more power than a typical L2 charger

SmartTWO
(7.2kW)

- Reliable and modular design optimized for easy installation & maintenance

SmartTWO BSR
(7.2kW)

- Heavy duty charger ideal for urban deployment

Level 3 Charger

SmartDC
(50 & 100kW)

- All-in-one fast charging design that's easy to deploy and maintain

CoRe+™

Product Family

The charging speed for your need and capacity

- Choose from 7.2kW (30 amps) to 19.2kW (80 amps)
- Capable of charging up to 2.7x faster than a typical level 2 charging station

Economical

- CoRe+ MAX™ offers 77% of the speed for only 30% of the cost of a 25 kW DC fast charger
- Effective AC power minimizing electrical infrastructure investment while maintaining affordable OPEX
- Cable management system keeping connector and cable away from hazards

Future-proof your site with the CoRe+TM family

- Customizable power levels
- Compatible with 100% of BEV or PHEV available in North America
- Ready to accommodate current and next-generation Evs

Fit for purpose deployment

- Choose from a pedestal (single or dual) or wall mount installation
- Cascading and daisy chaining options

4

Performance Warranty

What is FLO Performance warranty?

A comprehensive performance-based warranty with the following key benefits:

- Guaranteed minimum uptime of 98%, with non-performance penalty
- Proactive monitoring and support
- Overall priority service from commissioning to resolution

FLO Performance – Let's get into the details

		FLO Performance warranty
Coverage	Term	1, 2 ,3 , 4,5 years Service starts at commissioning Automatic contract renewal following the initial term for additional one-year periods Requires GMS for the equivalent term
	Parts coverage	√
	Labor coverage	√
	Travel costs	√ 2 hours travel included, as per standard FLO service rates
	Vandalism, auto accidents	√ FLO covers labor, customer covers parts
	Preventive maintenance	√ SmartDC only, one preventive maintenance per year
SLA	Response time	1 business day for all requests
	Technician on site	1 business day for onsite support from parts availability Must have reasonable access to station and to your personnel
	Commissioning service	Priority commissioning service Target: 3 days
	Proactive station monitoring	Priority coverage Included in the GMS fee
Uptime	Charging station uptime guarantee	>98% uptime 50% refund of annual fee for non-performance
	Performance reports	√ Quarterly reports for uptime and repairs visibility

Guaranteed uptime >98%*

With industry-leading non-performance refund policy

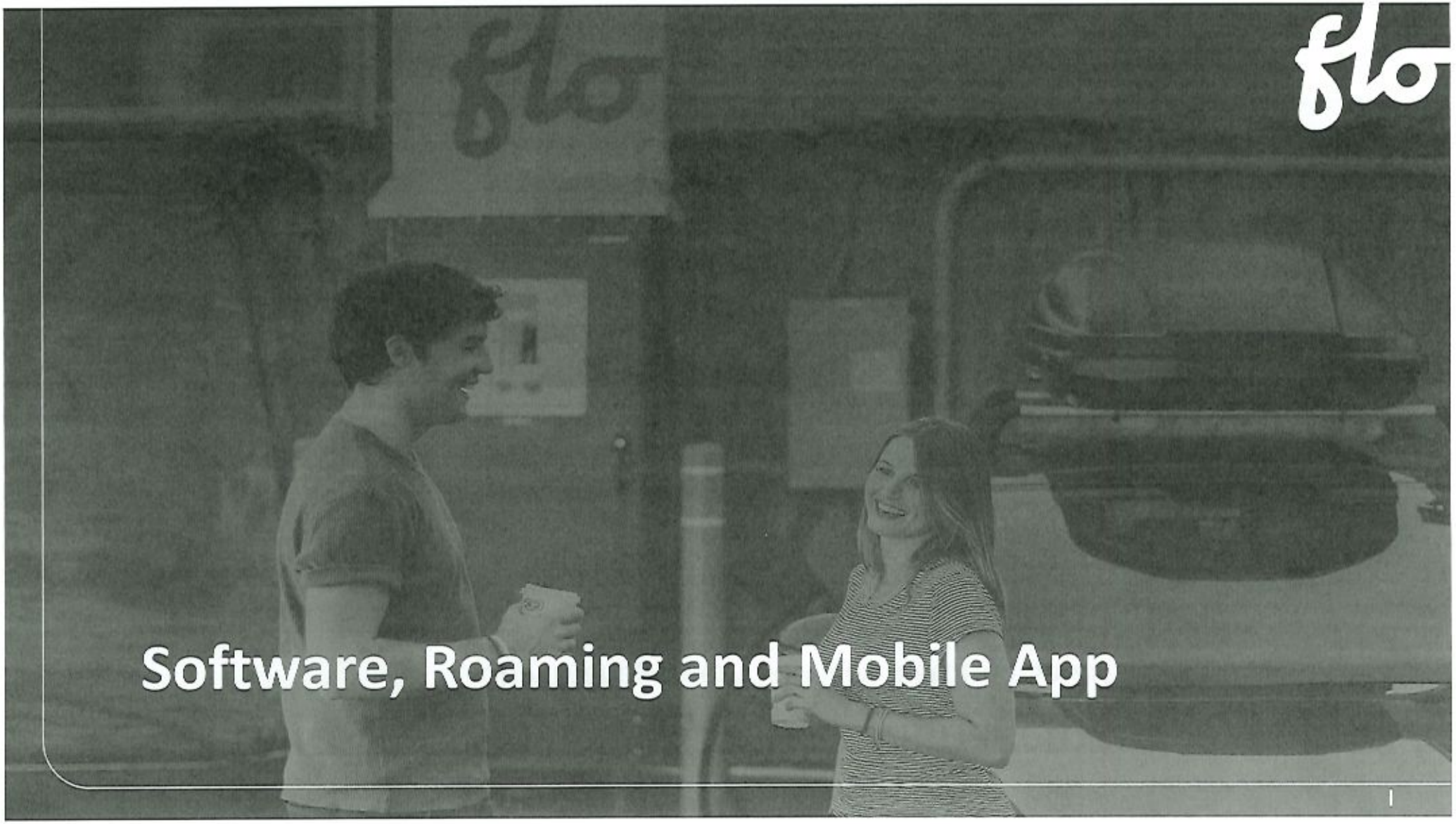
ALWAYS READY

- Uptime of 98% uptime or better, guaranteed… on a charger level

OUR GUARANTEE

- 50% refund of annual service fee if 98% uptime is not met in any given year

*The definition and calculation of uptime is provided in the Appendix



Software, Roaming and Mobile App

Intelligent Charger Management

Global Management Services featuring SmartVIEW

Device management

Manage the complete hardware and software solution

Firmware updates

Ensure chargers stay up-to-date with the fast-evolving EV market needs

Cellular connectivity

Live status, real-time data & remote charger management tools

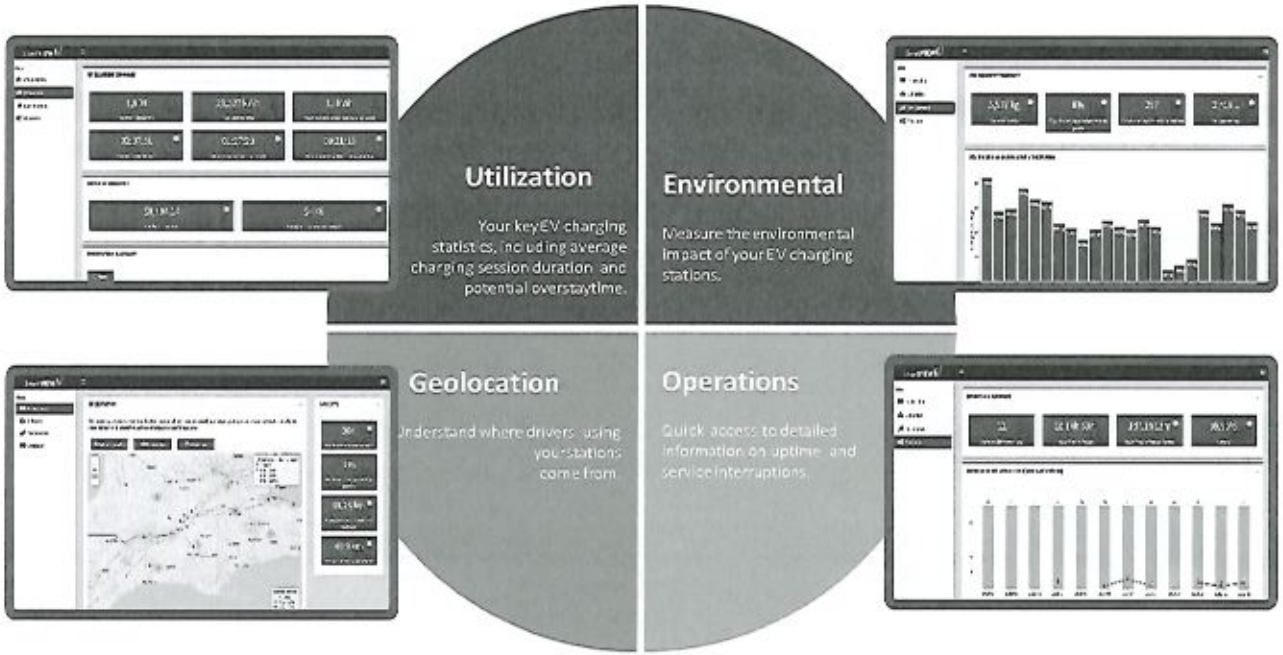
Charger reporting

Visibility and insights into charger performance

Roaming

Connect chargers to the broader FLO and partner networks

FLO's insights platform for advanced EV charging analytics and reporting



Seamless Roaming Network

Over 60,000 charging locations in North America

In partnership with:

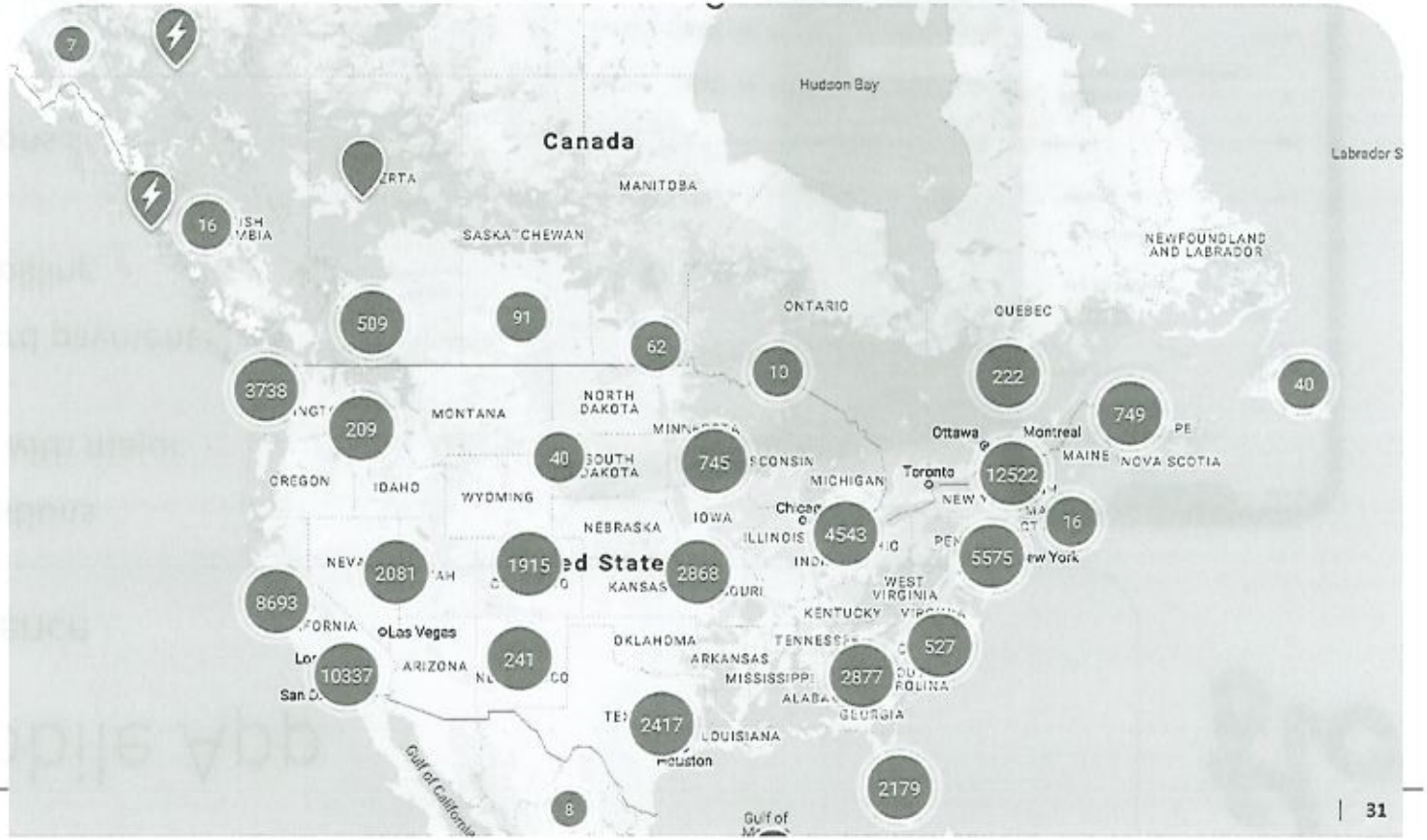
chargepoint

Shell Recharge

Electric Circuit

BC Hydro

charge NETWORK



Intuitive Mobile App

First class driver experience

- Easily find charging stations
- Roaming agreements with major networks
- Mobile app or RFID card payment
- Real-time charging & billing
- 24/7 phone support
- Flexible payment options
- Web portal
- Cloud based reporting tools
- Secure PCI compliant payment

Available on the App Store

GET IT ON Google play

Thank You

James Tornabene
Territory Manager – Eastern US
James.Tornabene@flo.com
929-486-6538

NYSERDA Charge Ready 2.0

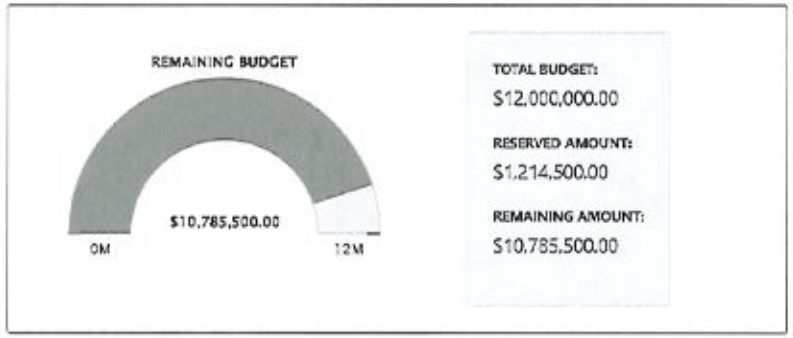
$4,000 per charging port installed at a public facility (must be located within a DAC)

Public Facility: MUST BE LOCATED WITHIN A DISADVANTAGED COMMUNITY.

- The cost to park at an EV only space cannot exceed the municipality's on-street parking rate.
- At least twenty (20) parking spaces that are open to the general public at least twelve hours per day, for at least five days per week.
- Examples include municipal parking lots, on-street parking on public right-of-way, government buildings, public libraries, municipal and state parks, municipal recreation centers, and other similar locations.

How Much Money Is Available?

NYSERDA has committed $12 million for Charge Ready NY 2.0. You can track the amount of available funds remaining as the money is committed.



Our Approach

- Site Evaluations
- Design
- Material Supply & Delivery
- Rebate & Incentive Administration
- Electrical Upgrades, Installations, Commissioning & Activation
- EV Charging Station Maintenance

TYPICAL INSTALLATION PROCESS

Design

- Scoping and Site Review
- Load Analysis
- Engineering Drawing
- Utility Service Assessment
- Construction Documents
- RFP and Bid Leveling

Pre-Construction

- Design Verification
- Construction Schedule
- Order Charging Equipment
- Process and File Permits
- Site Mobilization

Construction

- Charging Equipment Delivery
- Deliver Electric Materials
- Install EVSE
- Install Charging Equipment
- Install CTs

Post-Construction

- Punch List Items
- DOB Inspections
- Utility Service Upgrade
- Install Utility Meter
- Activation and Onboarding

Project Close-Out

ASSOCIATES

The City of White Plains – Case Study

99 Total CoRe+ L2 Charging Stations

- Waller-Livingston Lot (4)
- Lyon Place Garage (11)
- Chester-Maple Garage (16)
- Court Street Lot (2)
- White Plains Center Garage (24)
- Mamaroneck Ave Parking Lot (10)
- Kensico-Terrace Parking Lot (2)
- Hamilton-Main Garage (30)

The City of White Plains – Case Study

Project Economics and Funding Resources

Total Project Cost of 8 sites $1,318,954.46

EVSE & Electrical Infrastructure

- Engineering and Electrical Infrastructure (EIE) $866,846.96
- Electric Vehicle Supply Equipment (EVSE) $440,407.50

Incentives & Rebates

- Con Edison Power-Ready Incentive (90% of EIE) ..... ($739,021.50)
- NYSERDA Charge Ready 2.0 ..... ($300,000.00)

Westchester County Contribution ..... ($279,932.96)

Net Cost to City of White Plains $0.00

ASSOCIATES
ENERGY SOLUTIONS

Thank you.

Jeff Rosenzweig, CEM
jrosenzweig@infassociates.com
914.629.7759