



**TOWN OF LEWISBORO  
TOWN BOARD MEETING AGENDA  
TOWN HOUSE  
MONDAY FEBRUARY 26, 2024  
7:30 P.M.**

- I. PUBLIC COMMENT I**
- II. COMMUNICATIONS**
- III. CONSENT AGENDA**
  - a. Approval of Minutes of February 13, 2024**
- IV. OLD BUSINESS**
  - a. Discussion: Architect Proposal for Town Park Bath House Renovation**
- V. NEW BUSINESS**
  - a. Presentation: Comprehensive Master Plan Update and Acknowledgement of Receipt of Final Drafts**
  - b. Presentation: Lewisboro Baseball Association – Installation of Turf Halo Kit**
  - c. Presentation: Town Park Playground Improvements**
  - d. Discussion: Approval to Hire KSCJ Consulting for Site Plan Package and Bid Documents for Replacement of Three Backstops at Onatru Farm Park, Fox Valley Park and Vista Park**
  - e. Discussion: Approval to Hire Schnell Contracting to Repair Lewisboro Town Park Pool Deck**
  - f. Resolution: Authorizing Supervisor to Sign INF Associates Energy Solutions Agreement for EV Chargers at Spring Street Commuter Lot**
  - g. Discussion: Oakridge Wastewater Plant Urgent Repair**
- VI. PUBLIC COMMENT II for New Business Only**
- VII. APPROVAL OF CLAIMS**
- VIII. POLLING OF THE BOARD**

## **IX. ANNOUNCEMENTS**

**Town Board Meeting – Monday, March 11, 2024, at 7:30 p.m., at the Town House,  
11 Main Street, South Salem**

### **MOTION TO GO INTO EXECUTIVE SESSION**

**Town Board Meetings Accessibility:** The Town of Lewisboro is committed to providing equal access to all its facilities, services, and activities to the fullest extent possible. The Town House, Cyrus Russell Community House, Onatru Farmhouse, and the Bouton Road Town Offices are accessible to persons with physical handicaps. If anyone who wishes to attend any meeting of the Town Board has special needs, please contact the Supervisor's Office (763-3151) at least one week before any scheduled in-person meeting, and we will try to accommodate whenever possible.

**Join Zoom Meeting**

**<https://us06web.zoom.us/j/88040564503>**

**Meeting ID: 880 4056 4503**

**Dial by your location**

**+1 929 205 6099 US (New York)**

**Meeting ID: 880 4056 4503**



# Town of Lewisboro

## Parks & Recreation Department



**Nicole Caviola**  
Recreation Supervisor

**Michael Portnoy**  
Recreation Assistant

**Katie Coluccini**  
Recreation Leader

**Laura Stone**  
Senior Office Assistant

**Pam Veith**  
Senior Adult Coordinator

MEMO TO: Tony Goncalves, Supervisor  
Town Board Members

MEMO FROM: Nicole Caviola, Recreation Supervisor *NC*

DATE: February 20, 2024

RE: Lewisboro Town Park Baseball Field

The Lewisboro Baseball Association (LBA) has requested to install a turf Halo Kit around the home plate at the Town Park Baseball Field. The LBA would fully fund this project and has board members that can perform the construction and installation. The Parks and Recreation Advisory Council approved this project, all in favor, 7-0.

James Cisco, President, and Jeremy Tubbs, Treasurer, of The Lewisboro Baseball Association are seeking approval from the Town Board to complete this Halo Kit prior to April 13 (expected date of Opening Day). In addition, I informed the LBA that approval will be needed from the Architecture and Community Appearance Review Council (ACARC) for the "Lewisboro" logo that is expected to be displayed in green letters with white highlighting.

Some key components Jeremy Tubbs shared with PRAC-

- Primarily cosmetic and less work for the Parks & Rec Department
- Dresses up town park, adds face value to the field.
- Low profile, no tripping hazards, more cushion than clay.
- No issues with drainage as the sub-base will be gravel.
- 8-10-year lifespan

Jeremy and James will be in attendance to present their project and answer any additional questions.







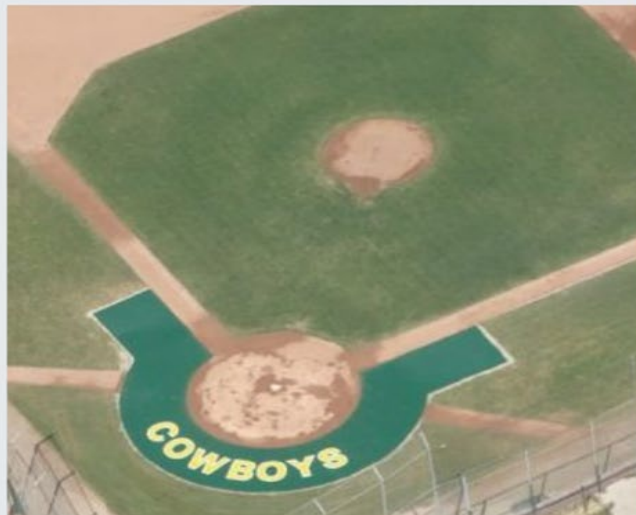


12:03

5G 80

[Home](#) / [Baseball/Softball](#) / [Turf](#) / [Halo Kits](#) / 5' Turf

Halo Kit



## 5' Turf Halo Kit

SKU: 5-Halo



**Shipping quote needed. You will be contacted within 24 hours with shipping rates and options.**



\$2,999.99

[practicesports.com](https://practicesports.com)



RECREATION EQUIPMENT & PLANNING

265 Post Avenue, Westbury, NY 11590

516-338-1630 516-338-1631 Fax

CONTACT: Nicole Caviola

PHONE

email [ncaviola@lewisborogov.onmicrosoft.com](mailto:ncaviola@lewisborogov.onmicrosoft.com)

SHIP TO: TBD

BILL TO: Lewisboro Park and Recreation

99 Elmwood Road  
South Salem NY 10590



ALL PURCHASE ORDERS, CONTRACTS, AND  
CHECKS TO BE MADE OUT TO:  
LANDSCAPE STRUCTURES, INC.  
601 7TH STREET SOUTH  
DELANO, MN 55328 U.S.A.  
763-972-3391 800-328-0035  
Fax: 763-972-3185

# PROPOSAL

PO #

Destination Roslyn

FREIGHT ☒ Prepaid ☐ Collect

TBD

TERMS (Subject To Credit Approval By LSI)

20 plus Weeks

SHIPPING TIME

Equipment Pricing Good For 30 Days

We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE		EXTENDED AMT
Project Name: Lewisboro Town Park Playground Improvement					
1	CP029245	Digifuse Communication Sign PB 5" Posts	\$2,685.00	83	\$ 2,685.00
1	173594A	Log Crawl Tunnel	\$8,125.00	2,010	\$ 8,125.00
				-	\$ -
				-	\$ -
				-	\$ -
				-	\$ -
				-	\$ -
1	DISCOUNT	Sourcewell Purchasing Contract	(648.60)	-	\$ (648.60)

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE  
ORDER ONLY UPON APPROVAL BY LANDSCAPE STRUCTURES, INC. CUSTOMER  
RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

Shipping packages are usually heavy and awkward and require mechanical handling to accomplish truck  
unloading at destination. Truck unloading and job site work are extra and not included.

ACCEPTED BY CUSTOMER

DATE

PRINT NAME

Michael Hofknecht

2/12/2024

PROPOSED BY LSI REPRESENTATIVE

DATE

Michael Hofknecht

PRINT NAME

SUBTOTAL MATERIAL \$ 10,161.40

INSTALLATION Not Included

175-24-24 FREIGHT \$1,816.20

SALES TAX N/A

TOTAL \$ 11,977.60

Issue PO, deposit and all documentation to:

Landscape Structures, Inc.  
601 - 7th Street South  
Delano, MN 55328-0198  
763.972.3391

Send Order (for processing) to:

Site Specialists, Ltd.  
265 Post Avenue, Suite #365  
Westbury, NY 11590  
516-338-1630 Fax 516-338-1631  
Package to include signed PO, Deposit, Tax Exempt, and approved  
shop drawings.

# PAT CORSETTI, INC.

# QUOTE

## Park & Playground Construction

Date: February 1, 2024  
Quote #: 2401308  
Expiration Date: March 2, 2024

To: Town of Lewisboro Parks & Recreation  
Attn: Nicole Caviola  
99 Elmwood Road  
South Salem, NY 10590

### Job

### Payment Terms

Lewisboro Town Park Playground

50% Deposit; Balance Due Upon Completion

### Description

### Line Total

Unload delivery of play equipment at our shop and transport to job site.

Pull back existing sand and re-spread after play equipment installation.

Install LSI Log Crawl Tunnel # 173594 and Communication Board with PlayBooster posts.

\$ 5,400.00

\$ 5,400.00

Sales tax will be added unless a tax exempt number is supplied

Sales Tax

Total

\$ 5,400.00

Inclusions: All installations to be as per manufacturer's specifications. Layout equipment and check for all necessary use zones as per CPSC guidelines. All installations will be supervised by a NRPA Certified Playground Safety Inspector. One year warranty on installation.

Quotation prepared by:

  
Al Corsetti, President



February 9, 2024

Lewisboro Park & Rec.  
Attn Nicole Caviola  
99 Elmwood Road  
South Salem NY 10590

### PROPOSAL

Turf Tek USA shall furnish all labor, tools, materials and equipment necessary to install Equipment & Safety Surfacing as specified.

#### Scope of Work/Details:

- Receive and offload LSI delivery on site.
- Install Landscape Structures Log Crawl Tunnel in existing sand surface.
- Assemble and install (1) PlayBooster Communication Board Sign through grass.

**Total Cost: \$6,200.00**

#### PAYMENT TERMS TBD

##### Terms and Conditions:

- Accept delivery of equipment.
- Leave packing debris neatly stacked or loaded in customer supplied containers.
- Prevailing Wage.
- No curbing included in the proposal.
- Adequate machine access to site required, 10' gate opening & clear path to site.
- Excavation and grading (flat & level with no more than a 4" pitch per site) or base work done by others.
- No irrigation work included in this proposal.
- No guarantee 811 Markout will be accurate. Not responsible for any damage to underground utilities.
- Proposal does not include the removal & carting of unforeseen debris in the ground that interferes with the installation of the new equipment.
- No Asphalt work included in this proposal.
- Turf Tek USA will proceed with scheduled installation only when existing and forecasted weather conditions permit.
- Not responsible for any damage to existing Asphalt, Concrete or Grass (no lawn restoration) onsite during installation.
- Turf Tek USA shall inspect each area prior to install date.
- No guarantee is issued for the substructure beneath work area regarding future sink holes, etc.
- If equipment/parts supplied by the manufacture are missing at the time of installation and requires Turf Tek USA to remobilize to finish installation, a \$1,500.00 fee will be applied to the final invoice.

Accepted By: \_\_\_\_\_ Date \_\_\_\_\_

6137 Jericho Turnpike, Commack, NY 11725 | Phone (631) 651-5777 Fax (631) 651-5780



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763-972-3391 800-328-0035  
Fax: 763-972-3185

# PROPOSAL

PO #

516-338-1630 516-338-1631 Fax

CONTACT: Nicole Caviola

PHONE

email [ncaviola@lewisborogov.onmicrosoft.com](mailto:ncaviola@lewisborogov.onmicrosoft.com)

SHIP TO: **TBD**

BILL TO: **Lewisboro Park and Recreation**

99 Elmwood Road

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Destination Roslyn

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1	173594A	Log Crawl Tunnel	\$8,125.00	2,010	\$ 8,125.00
				-	\$ -
				-	\$ -
1	Install	Installation performed by LSI certified installer (see page 2 for detailed scope)	6,058.80	-	\$ 6,058.80
				-	\$ -
				-	\$ -
1	DISCOUNT	Sourcewell Purchasing Contract	(648.60)	-	\$ (648.60)

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ACCEPTED BY CUSTOMER

DATE

PRINT NAME

Michael Hofknecht

2/12/2024

PROPOSED BY LSI REPRESENTATIVE

DATE

Michael Hofknecht

PRINT NAME

SUBTOTAL MATERIAL \$ 16,220.20

INSTALLATION see above

175-24-24 FREIGHT \$1,816.20

SALES TAX N/A

TOTAL \$ 18,036.40

Issue PO, deposit and all documentation to:

Landscape Structures, Inc.  
601 - 7th Street South  
Delano, MN 55328-0198  
763.972.3391

Send Order (for processing) to:

Site Specialists, Ltd.  
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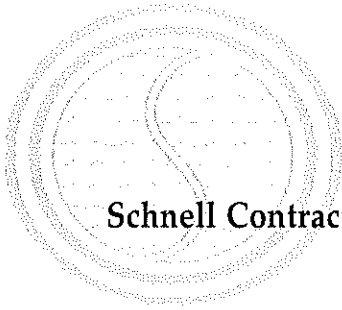
**Pam Veith**  
Senior Adult Coordinator

MEMO TO: Tony Goncalves, Supervisor  
Town Board Members  
MEMO FROM: Nicole Caviola, Recreation Supervisor *NZ*  
DATE: February 20, 2024  
RE: Kellard Sessions Consulting for Backstops

I would like to request hiring Kellard Sessions Consulting to provide professional engineering services necessary for the preparation of a site plan package and bid documents for replacement of the backstops at Fox Valley Park (Upper Right Field), Onatru Farm Park (Field #2) and Vista Community Park.

I would like to have this project completed before the baseball/softball season begins in mid-April. ARPA funds in the amount of \$75,000 have been allocated for the replacement of all three backstops.

Please see the attached proposal from Kellard Sessions for their services. Thank you in advance.



## Schnell Contracting Limited, LLC

435 Industrial Way West  
Eatontown, NJ 07724  
Tel: 732-845-9801 / Fax: 732-845-9821  
Web: [www.schnellcontracting.com](http://www.schnellcontracting.com)

February 22, 2024

Nicole Caviola  
Town of Lewisboro

Re: Town of Lewisboro Park Pool- Joint Sealant

Dear Nicole,

Please see the following proposal for work to be performed at Lewisboro Park Pool per our walkthrough on 7-25-23.

### **GRAND TOTAL                      **\$54,325****

#### **MAIN POOL-**

**\$39,650**

**Scope:** Install silicone sealant by Sika to concrete slab joints around main pool and stair tread joints around main pool. **\$32,500**  
Repair leak at skimmer- requires investigation once pool is drained. **\$3,500**  
Grind down high spots where slab has heaved. **\$500**  
Repair up to 30 sf of spalled concrete. **\$3,150**

#### **DIVING POOL-**

**\$8,675**

**Scope:** Install silicone sealant by Sika to concrete slab joints around diving pool. **\$7,625**  
Repair up to 10 sf of spalled concrete. **\$1,050**

#### **WALKWAY @ FIRST AID-**

**\$5,000**

**Scope:** Install silicone sealant by Sika to concrete slab joints at walkway to first aid.

#### **COPING STONE REPAIR-**

**\$1,000**

**Scope:** Reset up to 8 loose coping stones in mortar. Price excludes replacing coping stones.

**Excludes:** Price excludes sales tax.  
Excludes skimmer to concrete joints or coping joints.  
Excludes walkway behind first aid.

The proposal shall be valid for a period of 14 days from the date of bid. Sealant color to be limestone. If you have any questions, please feel free to contact me at your convenience.

Respectfully,

*Thomas Scymanski*

Thomas Scymanski  
Project Manager



**ASSOCIATES**  
ENERGY SOLUTIONS

# Electric Vehicle Charging Proposal

Sourcewell 

Awarded Contract

Contract #051123-INA

Town of Lewisboro, NY  
Spring St. Commuter Lot – 6 ports

## Project Overview

The Town of Lewisboro has chosen to install (3) dual port Electric Vehicle charging stations (6 ports total) at The Spring St. Commuter Lot by 81 Spring St. South Salem, NY.

INF Associates, a turnkey installation partner, will provide and install EVSE and supporting electrical infrastructure to ensure all installation requirements are met to achieve a reliable installation and fulfillment of requirements needed for applicable incentives.

## Hardware – FLO CoRe+

The FLO CoRe+™ level 2 charger is an ideal fit for workplace and multi-residential charging. With a minimalistic modern design, these chargers should fit well with the upscale modern aesthetic of the Waller-Livingston Lot.

Known for industry leading reliability, FLO has extensive warranty and aftermarket support to minimize downtime.

The CoRe+™ can charge at 30A, or 7.2 kW.

Connectors are standard SAE J1772™ with locking holsters, capable of charging any EV. The pedestal has integrated cable management to ensure cables are kept off the ground, thus eliminating potential tripping hazards when not in use, and minimizing wear and tear on the cables. The CoRe+™ Series Level 2 charger perseveres even in the most extreme weather conditions. With 98% uptime the CoRe+™ charger is extremely reliable.



## Incentives & Rebates

### Utility Incentives

INF Associates specializes in helping sites minimize the costs associated with EV charger installations by managing and maximizing potential incentives. As shown below, the NYSEG incentives are available for “Make-Ready” infrastructure. As a public location, the site will be eligible for up to 90% of costs with a cap of \$6,300 per port.

### NYSEG

### L2 Charging Stations

Incentive level	Up to 100%	Up to 90%	Up to 50%
Site characteristics			
Public		✓	✓
Non-public			✓
Disadvantaged Community	✓		
Multi-Unit Dwelling	✓		
Plug types			
Standard ≥ Proprietary	✓	✓	✓
Proprietary > Standard			✓

## NYSERDA Rebates

NYSERDA Charge Ready NY 2.0 offers incentives to public, private and not-for-profit organizations that install Level 2 EV charging stations at workplaces, multi-unit dwellings (MUD's) or public facilities that are owned and operated by municipal or state government entities. NYSERDA provides incentives on a per-port basis at varying amounts, based on location type and whether it is located within a Disadvantaged Community (DAC):

- \$4,000 per charging port installed at a public facility (must be located within a DAC). 4 port minimum per site.
- \$2,000 per charging port installed at a workplace or multi-unit dwelling location.

## Westchester County Rebates

Westchester County has established a program to encourage and promote the purchase and installation of electric vehicle charging stations by municipalities on municipally-owned property throughout Westchester. Through this program, the Westchester County rebate will cover up to 50% of the total gross project cost, not to exceed the total out of pocket costs after other incentives and rebates are applied.

## Tax Credits

### NY State Electric Vehicle Recharging Property Credit

The credit for each installation of property is equal to the lesser of \$5,000 or 50% of the cost of property less any cost paid from the proceeds of grants that:

- is located in New York State;
- is used 50% or more during the tax year in a trade or business carried on in New York State;
- constitutes alternative fuels vehicle refueling property or electric vehicle refueling property; **and**
- has not been paid for from the proceeds of grants awarded before January 1, 2015, including grants from the New York State Energy Research and Development Authority or the New York Power Authority.

The credit is computed separately for each charging station, based on the cost of the charging station and all the necessary equipment associated with it. If more than one charging station is being installed in the same location at the same time, the cost for each charging station is determined by dividing the total cost for all the charging stations and necessary equipment by the number of charging stations installed.

### Federal 30C Tax Credit

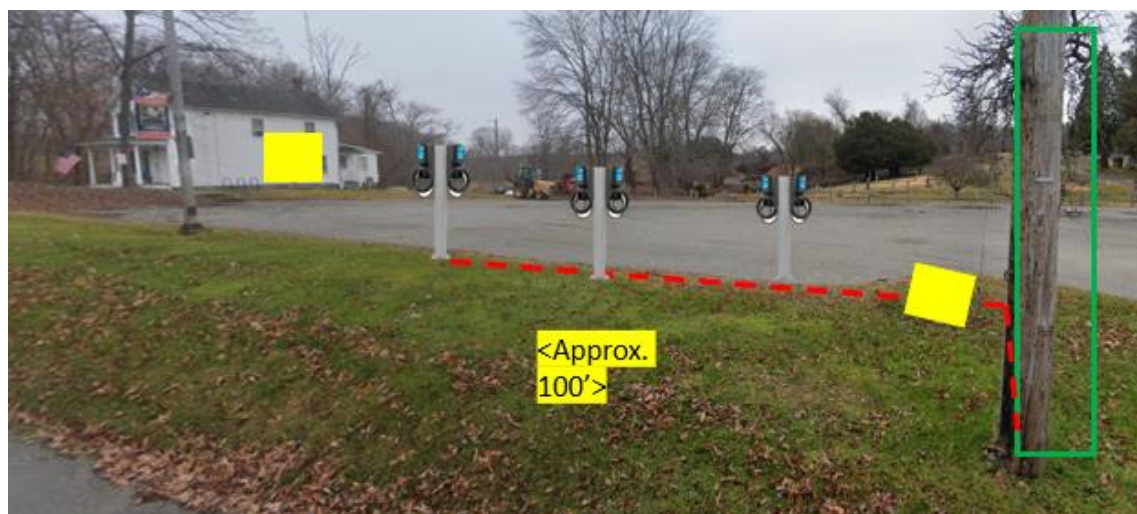
The Federal 30C tax credit provides a 30% credit up to \$100,000 per EV charger, whichever is of lesser value.

Eligible fueling equipment must be installed in locations that meet the following census tract requirements:

- A population census tract where the poverty rate is at least 20%; or
- Metropolitan and non-metropolitan area census tract where the median family income is less than 80% of the state medium family income level.

Consult with your tax attorney for more information. Note: INF Associates does not file any tax forms or paperwork for any state or federal tax incentives. It is the responsibility of the site to manage any forms needed to secure tax incentives.

## Site Plan



## Scope of Work

### INF Associates Scope of Work

- Design and engineering
  - Project design and specification of charging equipment.
  - Engineering drawings.
- Permitting and inspections.
- Management and submission of incentive paperwork.
- Supply of and installation of charging hardware.
- Supply of charger software – 1 year
- Supply and installation of bollards and signage kits
- Electrical Infrastructure
  - Supply and installation of panels, disconnects, conduit, and wiring.
- Startup and commissioning of new system.
- Training for site staff
  - Coordination with electric utility as needed.

## Commercial Summary

INF Associates proposes to provide the project as detailed above in the “Site Plan” and “Scope of Work” sections for the pricing shown below (not including applicable sales & labor taxes).

### Pricing:

#### EVSE PROPOSAL SHEET

Description	Qty	Unit Price	Total Price
<b>Hardware</b>			
FLO CoRe+ L2 Charging Station - Standard - 21 Feet	6	\$1,893.00	\$11,358.00
CoRe+ Pedestal	3	\$520.00	\$1,560.00
CoRe+ Anchor Kit	3	\$125.00	\$375.00
Cable Management System	6	\$415.00	\$2,490.00
Side-to-Side Bracket	6	\$180.00	\$1,080.00
Extended Warranty for CoRe+ Charging Station for 4 years (5 yrs. Total)	6	\$240.00	\$1,440.00
<b>Software</b>			
FLO 1 yr. Prepaid FLO Software (L2)	6	\$150.00	\$900.00
<b>Maintenance</b>			
INF Preventative Maintenance - 5 Yrs	6	\$1,250.00	\$7,500.00
<b>Shipping</b>			
FLO Freight & Delivery	-	\$110.00	\$0.00
<b>Hardware, Software, and Maintenance Subtotal:</b>			<b>\$26,703.00</b>
<b>Labor</b>			
Electrical Infrastructure and Engineering (Make Ready Costs) - includes electrical design and feasibility, engineering documents and drawings, supply and installation of all electrical infrastructure, project management, rebate management, permitting and inspection.	1	\$47,927.33	\$47,927.33
<b>Misc. Items</b>			
Bollards	-	\$575.00	\$0.00
Signage Kits	6	\$125.00	\$750.00
<i>NYSEG Make-Ready Incentive</i>			<i>\$ (37,800.00)</i>
<b>Installation Labor and Misc. Subtotal after ConEdison Incentive:</b>			<b>\$10,877.33</b>
<b>Total Cost, Incentive, and Rebate Summary</b>			
Total Cost of Project - Before Incentives and Rebates			\$75,380.33
<i>NYSEG Make-Ready Incentive</i>			<i>(\$37,800.00)</i>
<i>NYSERDA Charge-Ready 2.0 Rebate (DAC only)</i>			<i>\$0.00</i>
<i>Westchester County Rebate</i>			<i>(\$37,580.33)</i>
<b>Net Cost after Incentives and Rebates - Before Tax Credit</b>			<b>No Cost (\$0.00)</b>

**Payment Schedule:**

#	Description	Amount
1	Hardware and Software – due upon receipt	\$26,703
2	Labor and Misc cost after ConEd Incentive - due upon completion of engineering	\$47,927
3	NYSERDA Rebate – Received after project completion	(\$37,800)
4	Westchester County Rebate – Received after project completion	(\$37,580)
	<b>Net Total Cost</b>	<b>\$0.00</b>

Prices do not include value added, sales, or other applicable taxes or any regulatory charges that may be imposed by any governmental authority. Taxes will be included at invoice. Subscriptions for networking software require acceptance of the terms and conditions set forth in the Master Services Subscription Agreement. Subscriptions are effective commencing on the date on which a station or vehicle is activated and continues for the applicable subscription term. All prices are subject to terms and conditions of individual agreements.

## Maintenance and Service

Preventative maintenance and repair services play a crucial role in ensuring the reliability of EV chargers. As with any technology, EV charging infrastructure is subject to wear and tear, environmental factors, and occasional malfunctions. As part of our turnkey solution, INF Associates has multiple options to take the frustration out of maintenance and repairs.



### Maximizing Uptime

Regular maintenance helps identify and address potential issues before they escalate into major problems. This proactive approach minimizes downtime, ensuring that EV chargers are operational when needed. that EV chargers are operational when needed.



### Optimizing Performance

Routine maintenance tasks, such as cleaning, inspecting, and updating software, contribute to the optimal performance of EV chargers. This ensures efficient charging processes and a positive user experience. that EV chargers are operational when needed.



### Minimizing Operational Costs

Reactive repairs, especially in the case of unexpected failures, can be costly and result in extended downtime. Preventative maintenance is a cost-effective strategy as it helps identify issues early on, preventing major breakdowns and minimizing overall repair costs.



### Enhancing User Satisfaction

A reliable and well-maintained charging infrastructure fosters trust among EV users. When individuals know they can depend on the availability and functionality of chargers, it encourages the widespread adoption of electric vehicles.

Whichever option you choose, INF’s maintenance and service provide multiple value-added features to ensure success.

	INF Preventative Maintenance	INF Preventative Maintenance & Emergency Services
Annual preventative maintenance	Included	Included
Annual equipment audit	Included	Included
Annual firmware updates	Included	Included
Emergency callouts	Billed separately	Included
Emergency support and remote troubleshooting	Billed separately	Included
Replacement of components covered under manufacturer warranty	Billed separately	Included
Repair of components	Billed separately	Included
Performing upgrades of components	Billed separately	Included

Extending Equipment Lifespan: Scheduled maintenance helps extend the lifespan of EV chargers by addressing wear on components and replacing parts that are prone to deterioration. This not only protects the investment in the charging infrastructure but also promotes sustainability by reducing the need for premature replacements.

Ensuring Safety and Compliance: Regular inspections and maintenance activities are essential for ensuring the safety of EV charging stations. This is particularly important as faulty equipment can pose safety risks to users. Additionally, adherence to regulatory standards and compliance requirements is critical, and routine maintenance helps identify and rectify any deviations.

## General Conditions and Clarifications

- **Proposal is valid for 30 days from receipt.**
- Pricing is based on the proposed site plan and preliminary design. Changes to scope or site design could be necessary, as determined during final engineering and utility coordination. Any changes will be communicated through change order requests.
- Incentives, grants, and tax credits are estimated, and no guarantees are made to the amounts. Any changes will be communicated, and buyer is responsible for any difference in the amounts from estimated. INF does not file tax forms; it is the responsibility of the site to manage any forms needed to secure tax incentives.
- Hardware and software requirements for incentive eligibility are subject to change; if proposed hardware and/or software is ineligible at time of installation, INF Associates will attempt to identify a suitable alternative that meets eligibility requirements. Any resulting changes to pricing will be communicated through an updated proposal or change order.
- Performance based incentives, such as a “speed bonus,” are not accounted for in the estimated incentives. Any performance-based incentives obtained during project execution will be retained by INF Associates.
- Standard lead time is estimated at xx weeks after utility coordination and receipt of permit. Permitting and utility coordination varies greatly, and timing is out of the control of INF Associates. No expedited manufacturing or delivery has been included in this proposal.
- This bid is based on the use of approved industry standard materials and methods.
- Engineering and design is inclusive of up to 1 revisions. Additional revisions requested from client will be quoted as a change order.
- Proposal is based upon a continuous construction schedule with no demobilization & re-mobilization.
- Pricing is based on lay-down for tools, equipment and material being at the site, adjacent to work area.
- This bid assumes that there is sufficient parking for the work crew.
- This bid assumes that the facilities staff will provide access to the appropriate areas of the site during the installation and commissioning process.
- Labor is to be performed during normal business hours.
- Sales and labor tax cannot be omitted from software and maintenance costs.
- Manufacturer’s warranty for charging equipment is parts only.

## Exclusions

- Furnishing or installation of electrical equipment or materials not specified in scope of work or drawings.
- Arc flash/coordination study. Adder can be provided upon request.
- Temporary power or lighting.
- Overtime rates.
- Hazardous material survey or removal and disposal of any hazardous materials, including any work in asbestos or lead contaminated environments or work requiring containment areas and/or special containment clothing / protection suits.
- Liquidated damages.

- Owner certified insurance programs.
- Payment and performance bond.
- Rectifying existing non-code compliant wiring or conduits not associated with scope noted above.
- Lightning protection, cellular repeaters, or cellular signal repeaters.

## Proposal Acceptance

To proceed with the project, please sign below, accepting the terms of this proposal.

#	Description	Amount
1	Hardware and Software – due upon receipt	\$26,703
2	Labor and Misc cost after ConEd Incentive - due upon completion of engineering	\$47,927
3	NYSERDA Rebate – Received after project completion	(\$37,800)
4	Westchester County Rebate – Received after project completion	(\$37,580)
	<b>Net Total Cost</b>	<b>\$0.00</b>

We appreciate the opportunity to support your sustainability efforts!

Sincerely,

Steve Peifer  
VP, Sales

Accepted by: \_\_\_\_\_

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

X

\_\_\_\_\_  
Signature

## INF Terms and Conditions

1. Terms of payment for the Products and Services are net thirty (30) days. Any invoice not paid within thirty (30) days from the date of invoice will be subject to a service charge equal to the lesser of One and One-half percent (1.5%) per month on account balances or the maximum percentage permitted by law. INF reserves the right to de-activate the charging equipment for non-payment.
2. For projects that are delayed more than thirty (30) days, or for delays in receiving necessary information for securing incentives, INF reserves the right to invoice for the total project amount before incentives, with incentives (as applicable) to be paid to the site upon receipt.
3. All prices shall include all federal, state, local and foreign taxes, duties, customs, and other fees relating to the sale, transportation, use, performance or possession by the Buyer of the Product and Services.
4. Buyer must meet all utility and state incentive operating and reporting requirements or they may be subject to repayment of rebates and incentives. In the case Buyer does not meet the utility and state incentive requirements, INF shall not be liable for the repayment of any rebates or incentives.
5. INF shall not be liable for delays or performance resulting from causes beyond its reasonable control, acts of God, acts or omissions of Buyer, fire, strike, or other labor difficulty. Should there be a delay, the date of delivery or performance shall be extended.
6. An order may be terminated only by mutual written agreement between Buyer and INF and only upon payment of costs and expenses already incurred by INF.
7. Assignment: Company shall neither assign this Agreement nor any claim arising under this Agreement without the prior written consent of Customer.
8. Changes And Modifications: Any change or modification to this Agreement must be in writing and signed by both parties in the form of a Change Order.
9. Independent Status Of Company: Company, its employees, agents and Subcontractors are not partners, joint venturers, associates, employees or agents of Customer. Company will not hold itself out as, nor claim to be, an agent, officer or employee of Customer by reason of this Agreement or any SOW, nor will Company make any claim of right, privilege, or benefit which would accrue to any of Customer's employees.
10. Failure To Perform/Breach Of Contract: In the event of non-performance or unsatisfactory performance by Company of any of its obligations under this Agreement, which is not cured during the Cure Period, Customer may terminate this Agreement. Customer shall provide prior written notice to Company of said non-performance or unsatisfactory performance and Company shall have five (5) business days after such notice to cure said failure the ("Cure Period") prior to a termination for cause of this Agreement and/or the applicable SOW. In the event the cure cannot be completed within the 5-day period, substantial undertaking shall be sufficient.
11. Licensing, Accreditation And Registration: Company shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this Agreement and the Services.
12. Nondiscrimination: Company shall comply with all federal and state nondiscrimination laws, regulations, and policies in the administration of this Agreement.

13. Severability: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared severable.
14. Termination For Convenience: This Agreement may be terminated without cause by Customer upon thirty (30) days' prior written notice.
15. Termination For Cause: Customer may, by written notice, terminate this Agreement for cause, in whole or in part, for failure of Company to perform its obligations under this Agreement or an SOW.
16. Termination Procedure: After receipt of notice of termination, and except as otherwise directed by the Customer, Company shall:
  - a. Stop the performance of Services under this Agreement and any applicable SOW on the date and to the extent specified in the notice;
  - b. Place no further orders for materials or services except as may be necessary for completion of such Services as are not terminated;
  - c. Complete performance of any part of this Agreement and the applicable SOW as shall not have been terminated by Customer;
  - d. Take all action as may be necessary, or as Customer may direct, for the protection and preservation of property of Customer which is in the possession of Company;

Unless otherwise provided in this Agreement, Customer shall pay to Company the agreed upon price for Services provided to Customer prior to the effective date of termination, unless the termination is for cause, in which case Customer shall determine the extent of damages caused to Customer prior to making any remaining payment to Company, after appropriate offset. The rights and remedies of Customer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

17. Waiver: Waiver of any breach of any provision of this Agreement shall not be considered a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the Customer's Representative.

## About INF Associates

INF Associates, LLC is a turn-key energy solutions company specializing in electric vehicle charging equipment with over 10,000 level II charger ports installed to date. INF Associates is trade ally/marketing partners with over 30+ utilities across the US.

Based in New York, INF is a leading turnkey installer of EVSE equipment and has received multiple awards for EV charging installations.

### INF ASSOCIATES EVSE EXPERIENCE



**10K+**  
L2 PORTS

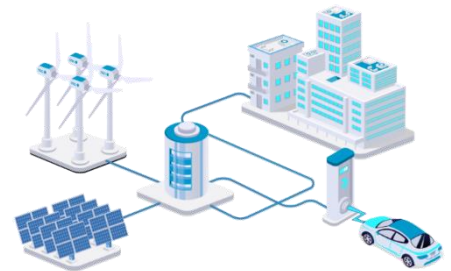
**100+**  
DCFC

**\$20M+**  
CAPTURED INCENTIVES



In addition to EV charging equipment, INF also offers the following brand-neutral engineered solutions to reduce carbon emissions, minimize net cost of energy, and maximize property value:

- LED lighting upgrades
- Mechanical retrofits
- Distributed power generation – solar & roof mounted micro wind turbines
- Battery storage
- Incentive management
- Environmental impact studies for measuring and reducing carbon footprint



# DARLINGTON EQUIPMENT WORLDWIDE

"WE ARE HERE TO HELP"

VRI Environmental

February 20, 2024

Subject: Quote for Oak Ridge RBC

Hello Joe,

Darlington Equipment Company can replace both bearings on your Autotral RBC and re-center the unit at a cost of \$65,000.00.

If the shafts need minor repairs that can be repaired with our ceramic process, there would be an additional cost of \$4,995.00.

Thank you for this opportunity.

We look forward to working with you on this and future projects.

If you have any questions, please contact us.

Very truly yours,

Donald Elzer

DARLINGTON EQUIPMENT WORLDWIDE  
PO BOX 312  
Negley, OH 44413  
PHONE 330-426-2552 \* FAX 330-426-2662  
RBCS@DarlingtonEquipment.com