

Amendment No. 1 of Agreement

This is the First Amendment of Agreement (Agreement) between the **Suffolk County Community College (College)**, having its principal office at 533 College Road, Selden, New York 11784-2899, a chartered Community College (pursuant to New York State Education Law) under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York; and the

New York Power Authority (Contractor), a corporation organized under the laws of the State of New York, having its principal office at 123 Main Street, White Plains, New York 10601.

The parties hereto desire to modify the Agreement for the installation of high energy efficiency equipment to increase the scope of work and increase the Total Cost of Agreement as set forth herein.

Term of Agreement: January 12, 2004 through January 30, 2029.

Total Cost of Agreement: Shall not exceed \$5,000,815.82, which represents an increase of \$935,368,51 over the original cost of \$4,065,447.31.


Terms and Conditions: Shall be as set forth in Exhibits A through Q of the Agreement and Exhibits A-1 and Resolution No. 2005-43, attached.

In Witness Whereof, the parties hereto have executed this First Amendment of Agreement as of the latest date written below.

New York Power Authority

Suffolk County Community College

By: 
Paul Belnick
Manager

By: 
Dr. Shirley J. Pippins
President

Date: 6/8/05

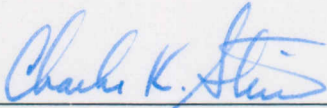
Date: 6/14/05

Rev. 5/20/05; Law No. 29-CC-001A
New York Power Authority/High Energy Efficiency Equipment
Amendment No. 1

Approved as to Legality
Christine Malafi
Suffolk County Attorney

Recommended:
Suffolk County Community College


By: 
Cynthia K. Parry
Assistant County Attorney

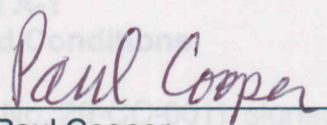
By: 
Charles K. Stein
Vice President for Business
and Financial Affairs

Date: 6/20/05

Date: 6/10/05

Suffolk County Community College

By: 
Ilene S. Kreitzer, Esq.
Legal Affairs and
Compliance Officer

By: 
Paul Cooper
Executive Director of Facilities
and Technical Support

Date: 6/13/05

Date: 6/9/05

Whereas, the parties desire to expand the scope of work to include the installation of an additional piece of equipment and increase the Total Cost of Agreement; and

Whereas, the Board of Trustees approved this amendment to the Agreement (Resolution No. 2005-43, attached hereto);

Now, Therefore, the parties agree as follows:

1. Contractor shall provide a turnkey installation of one (1)-375 Ton Gas Fired Chiller manufactured by TECOGEN as described in Change Order No. 4. The Chiller will be installed in the Multipurpose Building at the Brentwood Campus in accordance with "Energy Conservation Measure No. 10 (ECM-10).
2. Except as herein amended, the terms and conditions shall be as set forth in Exhibits A through Q as included in the original Agreement.

End of Text of Exhibit A-1

Suffolk

COUNTY COMMUNITY COLLEGE

Office of the President

BOARD OF TRUSTEES MEETING

April 14, 2005

RESOLUTION NO. 2005.43 APPROVING AN AMENDMENT TO THE CONTRACT BETWEEN THE NEW YORK POWER AUTHORITY AND SUFFOLK COUNTY COMMUNITY COLLEGE

WHEREAS, pursuant to Resolution No. 2003.143, the Board of Trustees authorized the College president to enter into a contract with the New York Power Authority (NYPA) to implement energy conservation measures that the College would pay for over a 20 year period, and

WHEREAS, in February 2004, the College and NYPA executed an agreement setting forth the terms, conditions and cost of the implementation of the energy conservation measures, and

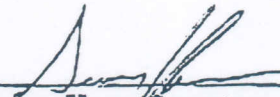
WHEREAS, NYPA has proposed to install additional energy conservation equipment, and

WHEREAS, the cost of the proposed equipment will increase the total cost the agreement between NYPA and the College by \$935,368.51, and

WHEREAS, the anticipated monthly savings will still exceed the monthly payment to NYPA, as outlined in Attachment IX, be it therefore

RESOLVED, that the Board of Trustees approves an amendment to the contract between NYPA and the College to include the additional energy conservation equipment, and be it further

RESOLVED, that the College president, or her designee, is authorized to execute the necessary documentation.


George Kane, Secretary
Board of Trustees

*Have Briggs to J. De Mico
for Paul Cooper to send
back*



SOLAR POWER AGREEMENT

SIX (6) KILOWATT SOLAR PHOTOVOLTAIC PROJECT

at

SUFFOLK COUNTY COMMUNITY COLLEGE

AGREEMENT NO. C05-Z0009

JUNE 2005

PREPARED BY:

**NEW YORK POWER AUTHORITY
123 MAIN STREET
WHITE PLAINS, NEW YORK 10601
ATTN.: MS MARIA COLUCCI**

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Section 1: Introduction

The project to install a six (6) kW Solar Photovoltaic ("PV") system at the Suffolk County Community College (the "College/Recipient") in Selden, NY will be implemented by the New York Power Authority (the "Authority"). The project will generate approximately 7,500 kWh per year of renewable energy. The Authority shall utilize Petroleum Overcharge Restitution ("POCR") funds appropriated to the Authority by the New York State Legislature to finance the cost of the project.

When exposed to sunlight, the PV system proposed for the Suffolk County Community College will generate electricity without the need for any moving parts or added fuel. The solar electricity, a clean, renewable source of energy, will offset the purchase of conventional grid supplied electricity by the College. Working as a parallel generator to the local utility, the PV system will not require an energy storage device, and will not require any operator supervision.

In early 2004 the Authority issued a competitive solicitation for a PV system installation contractor. Four proposals to this solicitation were subsequently received and reviewed. Based on a cost and quality review of all proposals, the Authority has awarded a contract to ETM Solar Works (hereinafter referred to as "Contractor"). Attachment A to this document provides additional information on the Contractor's project scope of work.

Upon authorization of this Agreement No. C05-Z0009, the Authority will schedule a project kickoff meeting at the College to introduce the facility staff to the Contractor and propose a project schedule. Contractor shall then prepare a design for the system installation, according to the attached project scope of work, and present it to the facility and the Authority for approval. Upon design and schedule approval, Contractor shall install and commission the system.

**SOLAR PHOTOVOLTAIC POWER SYSTEMS
AGREEMENT BY AND BETWEEN
POWER AUTHORITY OF THE STATE OF NEW YORK
AND THE SUFFOLK COUNTY COMMUNITY COLLEGE**

This Agreement made this 1st day of June, 2005, between the Power Authority of the State of New York (the "Authority"), having a principal place of business at 30 South Pearl Street, Albany, NY 12207, and an office at 123 Main Street, White Plains, NY 10601, and the Suffolk County Community College ("Recipient") having its principal office at 533 College Road, Selden, New York 11784.

WHEREAS, the New York State Legislature is making certain Petroleum Overcharge Restitution ("POCR") funds available to the Authority for the implementation of energy service projects at eligible facilities; and

WHEREAS, the Authority has proposed to undertake a project for the installation of solar photovoltaic ("PV") power systems on the roof structure of Recipient's facility, the Suffolk County Community College located at, 533 College Road, Selden, New York 11784 (the "Facility"); and

WHEREAS, such project (the "Project") is intended to supplement the Facility's conventional utility electric service; and

WHEREAS, the Authority has agreed to make POCR funds available to finance the Project, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

Article 1 Project Description

- 1.1 The Project consists of equipment and materials generally consisting of:
- a. An array of solar photovoltaic (PV) panels mounted on the rooftop of the Facility.
 - b. Power conditioning units (which convert the direct current generated by the solar array to 60 cycle alternating current at the appropriate voltage) installed next to a circuit breaker panel within the Facility.
 - c. The electrical wiring between the array of PV panels and the power conditioners, associated switches and protective relays, and a data acquisition system.

The Project is more fully described in Attachment A to this Agreement, attached hereto and incorporated herein.

- 1.2 All Project materials and equipment installed in the Facility shall be new unless otherwise stated in Attachment A.
- 1.3 Title to the Project equipment shall pass to Recipient upon installation.

Article 2 Implementation

- 2.1 The Authority and Recipient shall jointly agree on a Project scope of work. Such scope of work is included in Attachment A.
- 2.2 The Authority will be responsible for procuring all equipment, materials, and services (i.e., design and installation contractors) ("Contractors") required for the Project. Such equipment and materials and services will be procured using a competitive bidding process.

Article 3 Permitting and Facility Access

- 3.1 The Authority shall assure that performance of the Project work will be in accordance with all applicable local, State and Federal laws, guidelines and regulations, including applicable local, State and Federal building, fire and electrical codes and standards. The Authority shall require Project work to be performed in such a manner as not to unreasonably interfere with the Facility's operations.
- 3.2 Recipient shall, without cost to the Authority, provide the Authority and/or its Contractor with such assistance as may be reasonably required for the Authority/Contractor to obtain and maintain all permits, licenses and authorizations required to perform the Project work. Recipient shall be responsible for providing to the Authority/Contractor any roof loading engineering analysis as may be required.
- 3.3 The Recipient shall, without cost to the Authority, provide the Authority with all documents, drawings, specifications, details and all other information concerning the Facility which the Authority/Contractor may need in connection with the Project.
- 3.4. Recipient shall cooperate with the Authority and its Contractors with respect to Project installation (including the provision of any needed exterior construction staging site near the Facility) and shall, without cost to the Authority, provide necessary access to the Facility and any incidental services of its personnel which may be necessary for installation of the Project.

Article 4 Project Completion/Final Inspection Report

- 4.1 The Authority shall notify Recipient when the Project work is complete and the Authority and Recipient shall promptly inspect the Facility.
- 4.2 The Authority shall certify in a "Final Inspection Report" that the Project work has been satisfactorily completed according to the provisions of this Agreement and all State and local building, fire, and electrical codes and standards applicable to the Facility. The

Authority and Recipient shall jointly sign the Final Inspection Report, the execution of which shall formally denote Project completion. The execution of the Final Inspection Report shall not be unreasonably withheld by either party.

Article 5 Costs - Funding

- 5.1 The Authority shall pay the costs of implementing the Project, as outlined in the Attachment A, Scope of Work
- 5.2 The Authority shall use POCR funds to cover the costs of the implementation of the Project.

Article 6 Contractor's Warranty Requirements

- 6.1 Manufacturer's warranties for equipment installed at the Facility shall be assigned to Recipient.
- 6.2 The Authority's agreement with the Contractor shall provide that any defective workmanship identified within one (1) year after commencement of operation at the Facility shall be promptly replaced and/or re-performed by Contractor at no additional expense to Recipient.

Article 7 Waste and Debris

- 7.1 The Authority shall ensure that the Contractor shall be responsible for thoroughly cleaning the job site, including the removal of "Waste" (defined below) and debris generated as a result of the Project. Such removal may involve the management, transportation and disposal of Waste and debris. Any hazardous materials which are encountered in the implementation of the Project shall be handled, transported and disposed of in accordance with applicable local, State and Federal laws and regulations, as well as the Authority's policies and procedures.

The term "Waste" refers to waste PCBs (as defined by the United States Environmental Protection Agency ("USEPA") in 40 CFR Part 761) and hazardous waste (as defined by the USEPA in 40 CFR Part 261 and the New York State Department of Environmental Conservation ("NYS DEC") in 6 NYCRR Part 371) as well as other material regulated for purposes of release, reuse, disposal, or recycling (e.g. CFCs, ethylene glycol, mercury, oil, asbestos) which form a part of the equipment and materials removed from the Facility due to implementing the Project.

- 7.2 Recipient acknowledges that, in accordance with USEPA and NYS DEC regulations, the Facility is, and remains the Generator of, and holds title to, any Waste encountered in the course of the Project work. Hazardous Waste Generator Identification Numbers may need to be obtained from the USEPA. Recipient authorizes the Authority/Contractor, where required by USEPA and/or NYS DEC regulations, to apply in the name of Recipient for Hazardous Waste Generator Identification Numbers in order to dispose of Waste pursuant to this Agreement and to act as the contact party for such applications. A

representative of Recipient must sign such applications when requested by the Authority/Contractor. Recipient also authorizes the Authority/Contractor, where required by USEPA and/or NYS DEC regulations, to prepare, in the name of Recipient, any manifests or other forms required for the disposal of the waste generated pursuant to activities under this Agreement. A representative of Recipient shall sign any manifests or other shipping records required to ship waste offsite for disposal.

- 7.3 The Authority shall advise Recipient (whenever possible, in advance of removal) where material determined to be Waste has been encountered which must be disposed of pursuant to USEPA and NYS DEC regulations and other applicable local, state and federal laws, rules, regulations, policies and procedures. The Authority shall (or shall require its Contractor to) keep Recipient fully informed of the Authority's/Contractor's activities in its behalf and shall provide Recipient with copies of all applications and other materials provided or received in connection with actions taken pursuant to this authorization.
- 7.4 The Authority or its Contractors shall not be responsible for any costs relating to the Project that may arise after the Project has been completed (as signified by the "Final Inspection Report" as described in Section 4.2) under present or future laws or regulations due to pollution or clean-up at the site of disposal resulting from the disposal of the Waste and debris from the Project and not caused by the negligence of the Authority or its Contractors; these costs shall be the sole responsibility of Recipient.
- 7.5 The Authority shall use reasonable diligence in overseeing the removal and disposal of Waste, shall maintain (or shall require its Contractor to maintain) complete and accurate records thereof, and shall make those records available to Recipient upon request. Notwithstanding the foregoing, Recipient shall have the option of disposing or arranging for the disposal of Waste and debris generated as a result of the Project at its own expense. In addition, any existing equipment determined by Recipient to be useful to Recipient and/or the Facility may, at Recipient's request, be retained by Recipient and shall be the sole responsibility of Recipient.
- 7.6 To the extent permitted by law, Recipient shall, at its sole cost and expense, defend and hold harmless the Authority against any loss, liability (including, without limitation, judgments, attorney's fees, court costs, penalties or fines), or expenses of any type (including, but not limited to, required corrective actions) which the Authority incurs because of injury to, or death of any person, or on account of damage to property, or any other claim, arising out of, in connection with, or as a consequence of (a) the disposition or use of retained equipment by Recipient or anyone for whose acts the Recipient may be liable, and (b) any cleanup costs associated with the disposal of such retained equipment at any site where such Waste and debris are disposed of or come to be situated including, but not limited to, response and remedial costs.

Article 8 Insurance

- 8.1 Authority's agreements with the Contractors shall provide that the Contractor or subcontractor shall obtain and maintain Workers' Compensation (inclusive of New York State disability benefits) and employers liability coverage with a minimum limit of \$1,000,000 as well as standard Commercial General Liability Insurance policy, including contractual liability coverage, with minimum limits of \$2,000,000 per occurrence for bodily injury and \$2,000,000 per occurrence for property damage, naming the Authority, the State of New York, and Recipient as additional insureds to the policy. Automobile Liability coverage will also be asked and will include limits of at least \$1,000,000 each accident. The Authority's contract documents with the installation Contractor shall include Recipient as an indemnitee in any indemnification provisions.
- 8.2 With specific regard to the Project equipment, while the equipment is in Recipient's care, custody, and control and until the Project has been completed (as signified by the "Final Inspection Report" as described in Section 4.2), Recipient shall procure and keep in place an all risk policy of insurance which will insure the equipment for full replacement cost value against loss. The insurance policy shall name the Authority and the State of New York as additional insureds and loss payee and contain a full waiver of subrogation against the Authority and the State of New York, and its agents, contractors and subcontractors. Recipient shall also procure and maintain insurance covering Recipient's obligations under New York State Workers' Compensation Law (including Employer's Liability insurance) and a Commercial General Liability Insurance policy, including contractual liability, with minimum limits of \$2,000,000 per occurrence for bodily injury and \$2,000,000 per occurrence for property damage naming Authority and the State of New York as additional insureds to the Recipient's policies and the policies endorsed with a cross liability endorsement.
- 8.3 Prior to commencement of any work hereunder, the Recipient shall furnish the Authority a certificate of insurance on the Authority's form annexed hereto, showing that the Recipient has the specified insurance and that the policies shall not be changed or canceled without thirty (30) days' prior written notice to the Authority. The form and sufficiency of each insurance policy required to be obtained herein shall be subject to the Authority's approval and with insurance companies acceptable to the Authority.

Article 9 Limitation of Liability

- 9.1 In consideration of the benefits provided herein, to the extent permitted by applicable law, the Authority shall not be liable to Recipient in contract, in tort or otherwise for any injury to persons or damage to, or loss of property or equipment (including the Project equipment) arising from, or in any way connected with, this Agreement or the Project including, but not limited to, the installation and subsequent operation of the Project equipment. Recipient shall pursue and exhaust all remedies in law against relevant Contractor(s) and/or manufacturers or Project vendors.
- 9.2 To the extent permitted by applicable law, under no circumstances shall the Authority be liable for indirect, incidental or consequential damages, such as loss of profits or revenue, loss of use of equipment or power systems, cost of capital, cost of purchased or

replacement power or temporary equipment (including additional expenses incurred in using existing facilities) or for any other similar damages, arising from or relating to this Agreement.

- 9.3 Recipient shall and hereby agrees to indemnify and save the Authority, its officers and employees, and the State of New York harmless from and against all liabilities, demands, suits, judgments, expenses (including without limitation, judgments, attorneys' fees and court costs), or penalties which it may incur arising from the implementation of the Project or the installation, operation, or maintenance of the Project at the Facility, or in any way as a consequence of the Authority's or the State of New York's funding of the Project.

Article 10 Notices

- 10.1 All notices to be given under this Agreement shall be in writing and mailed by certified mail return receipt requested, to the other party at its address set forth below or at such address as such party may provide in writing from time to time.

If to Authority:
New York Power Authority
123 Main Street
White Plains, NY 10601
Attention: Mr. Guy Sliker
Research Technology and Development

If to Recipient:
Suffolk County Community College
533 College Road
Selden, NY 11784
Attn.: Mr. Paul Cooper

Another address or addressee may be specified in a notice duly given as provided.

- 10.2 Each notice, invoice or other communication which shall be mailed, delivered or transmitted in the manner described above shall be deemed sufficiently given and received for all purposes at such time as it is delivered to the addressee (with return receipt, the delivered receipt, the affidavit of the messenger or with respect to a facsimile, the answer back acknowledgement (or, if no answer back the return or delivery receipt for the conformed copy), being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

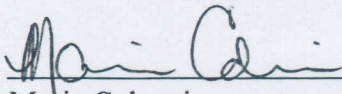
Article 11 Miscellaneous

- 11.1 Upon reasonable notice to Recipient, the Authority may periodically inspect and test the performance of the Project equipment during and after installation, alone or with others. Upon reasonable notice to Recipient, the Recipient shall provide the Authority with access to generation data.
- 11.2 Recipient shall provide evidence to the Authority that it has consulted with the State Historic Preservation Office of the New York State Office of Parks, Recreation and Historic Preservation (“SHPO”), and that the SHPO has determined that the Project will not cause any change in the quality of any historic, architectural, archeological or cultural property that is listed on the National Register of Historic Places or is listed, or is eligible to be listed, on the State Register of Historic Places. (The SHPO may be contacted at the New York State Office of Parks, Recreation and Historic Preservation, Field Services Bureau, Peebles Island, P.O. Box 189, Waterford, New York 12188-0189; telephone: (518) 237-8643). **The Authority will not go forward with the Project unless and until evidence of consultation with the SHPO acceptable to the Authority has been provided.**
- 11.3 The parties agree to work together to coordinate press events and press releases or other public disclosures of matters relating to this Agreement or the Project and/or the Authority’s participation in the Project. The parties shall consult with each other as to the form and content of press releases and other public disclosures. Each party shall have the right to require reasonable changes, *provided that* such changes are requested within five business days of receiving the proposed material. Nothing in this Section 12.2 shall prohibit either party from making any disclosure which its legal counsel deems necessary or advisable to fulfill the Authority's or Recipient's disclosure obligations under applicable law.
- 11.4 No provision of this Agreement shall, directly or indirectly, create or give to any third party, including any contractor or any subcontractor, or any vendor or supplier, any claim or right of action against the Authority, Recipient or the State of New York.
- 11.5 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, including the provisions of its Uniform Commercial Code but excluding any conflict of laws principles. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision hereof shall be instituted only in the courts of the State of New York located in the County of Albany.
- 11.6 Recipient shall not assign this Agreement without the prior written consent of the Authority.
- 11.7 The use of Article and Section headings are for the convenience of the parties and are to be given no weight or meaning when interpreting the provisions contained herein.

11.8 This Agreement contains the entire understanding of the parties concerning the subject matter hereof and may not be changed, in whole or in part, except by a writing signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

**POWER AUTHORITY OF THE
STATE OF NEW YORK**

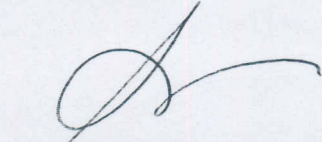


Maria Colucci
Associate Procurement Specialist

11/29/2005

Date

**SUFFOLK COUNTY COMMUNITY
COLLEGE**

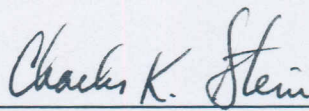


Dr. Shirley Pippins
President

12/12/05

Date

APPROVED:

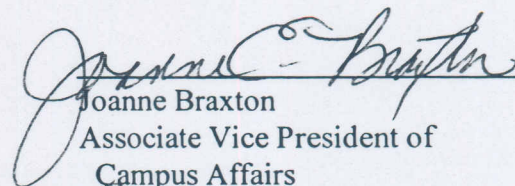


Charles K. Stein
Vice President for Business
and Financial Services

12/12/05

Date

RECOMMENDED:



Joanne Braxton
Associate Vice President of
Campus Affairs

December 12, 2005

Date

Attachment A

Scope of Work

The Authority and/or its Contractor, ETM Solar Works, shall be responsible for providing a turn-key PV system according to the following Scope of Work.

1. Initial Site Evaluation: Working with Recipient, the Authority and/or its Contractor shall identify Facility locations for system installation and electrical connections. Attachment A1 includes preliminary site documents.
2. Design: Detailed design specifications of the PV system. The design shall cover PV array, support structure, power inverter, system wiring and protection devices, and a data monitoring system. All design drawings shall be sealed by a Professional Engineer registered in the State of New York. All designs shall be approved by Authority and Recipient prior to construction.
3. Permits: Filing of applicable building permits and utility grid parallel operating permit. Filing of applicable New York State Education Department permit with the assistance of Recipient.
4. Furnish PV Systems: Furnish all PV system components and required construction materials.
5. Fabrication: Construct all PV systems as per requirements specified in System Description, below.
6. Delivery: Deliver all system components to the Facility.
7. Installation: Install PV systems in compliance with all applicable codes and standards.
8. Start-up: Start up the PV system in a grid parallel configuration and validate system performance relative to specifications.
9. Documentation: Provide the following documentation: Operation and Maintenance Manuals, preliminary design and final as-built drawings bearing a New York Professional Engineer's seal.
10. Operation and Maintenance Training: Administer an Operations and Maintenance Training Course to Facility designated maintenance personnel at the time of completion of system installation. This course shall be structured such that maintenance personnel with no previous experience with PV systems will be able to troubleshoot and diagnose basic system problems.

Recipient Responsibilities in Project Scope of Work

1. As described in the Project Agreement, the Recipient shall be responsible for obtaining project approvals from the State Historic Preservation Office.
2. The Recipient shall supply and maintain a dedicated telephone line or network line at the Facility for connection to the data monitoring system.

3. Recipient shall be responsible for providing to the Authority/Contractor any roof loading engineering analysis as may be required.

System Specifications

The PV array shall be nominally rated at 6kW, and generate approximately 7,500 kWh of electricity per year. The electricity will be consumed by the Facility as soon as it is generated. No energy storage devices will be employed, and the system will operate as a parallel generator with the local utility grid. The system will not export power to the local utility grid.

The following system requirements describe the project specifications.

1) PV Array Specifications

- The PV array shall include all supplementary AC and DC circuits including wires, conduit, combiner boxes and disconnect switches. All roof mounted electrical components, including conduit, shall be watertight and installed so as to allow for seasonal thermal expansion without structural stress or failure.
- The PV array shall be mounted such that all modules, support structures and related electrical components are held in place without any penetrations to the roof membrane and waterproofing system.
- The array shall remain stable without structural failure when subjected to 120 mph wind from any direction, or as required by local building code.
- All material used in the PV array must be in new, unused condition and must be selected to provide corrosion resistance and mutual compatibility.
- The PV array shall be mounted so as not to affect roof drainage.

2) Inverter and Wiring Specifications

- The PV generated power shall feed a utility parallel breaker panel at the Facility. Interconnection at this panel will be per all applicable electric codes and standards.
- The power inverters shall be capable of completely automatic, unattended operation, including wake-up, synchronization, and disconnection.
- The maximum audible noise in front of the inverter shall be 50 dB at 2 ft.

3) System Monitoring

- A user friendly data monitoring system shall be installed as a component of the inverter to provide the following data at a minimum:
 - real time AC power and DC voltage readings
 - cumulative system AC energy generation and run time
 - error messages

All data shall be viewable at the inverter and shall be capable of being downloaded through a modem or network line to a computer. The monitoring system shall include software for formatting the downloaded data on the remote computer into user friendly reports.

- The Facility shall supply and maintain a dedicated telephone line or network line for connection to the data monitoring system

4) System Warrantees

System warrantees will be as follows:

- Twenty (20) year warranty on PV module performance
- Five (5) year warranty on the inverter(s) and data monitoring system
- Minimum one (1) year warranty on all other system components
- Five (5) year extended warrantee from installation contractor covering all unscheduled maintenance of the system.



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF CIVIL SERVICE
DIVISION OF EMPLOYEE SERVICES/RISK MANAGEMENT

ALAN SCHNEIDER
PERSONNEL DIRECTOR

Certificate of Insurance

Coverage Date: August 1, 2005 through July 31, 2006

Issued To As Additional Insureds and Loss Payee: New York Power Authority & the State of New York

Purpose: Use of six kilowatt solar photovoltaic system

Amount of Coverage: Physical Damage - fire, theft, extended coverage, vandalism and malicious mischief not to exceed the full replacement cost of equipment-\$75,000.
Commercial General Liability \$2,000,000 per occurrence for bodily injury and \$2,000,000 per occurrence property damage
Workers Compensation in accordance with New York State Law.

This is to certify that coverage is afforded by:

Self Insured: County of Suffolk

Address: Risk Management & Benefits Division
P.O. Box 6100, H. Lee Dennison Building
Hauppauge, New York 11788-0099

Risks Covered: To the extent permitted by law, the COUNTY shall defend and indemnify and hold you harmless from and against all claims, costs, losses and liabilities arising out of the acts or omissions or negligence of the COUNTY, its agents or employees in connection with the use of the location at the time and for the purpose described or referred to in this Certificate. This insurance is excess over any other valid and collectible insurance except insurance that is written specifically as excess over the limits of liability that apply in this policy.

COUNTY OF SUFFOLK
By: Leslie E. Baffa
Leslie E. Baffa
Principal Contracts Examiner

Dated: September 9, 2005

LOCATION:
H. LEE DENNISON BUILDING- 7TH FLOOR
VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, NY 11788-0099

MAILING ADDRESS:
P.O. BOX 6100
HAUPPAUGE, NY 11788-0099

Risk Management/Workers Comp/Liability (631) 853-4700
Workers' Compensation FAX (631) 853-4789
Risk Management/Liability FAX (631) 853-4956