

TOWN OF CLARKSON  
TOWN BOARD MEETING  
August 21, 2012

The Town Board of the Town of Clarkson held a special meeting on Tuesday, August 21, 2012 at the Clarkson Town Hall, 3710 Lake Road, Clarkson, NY at 5:30 P.M.

PRESENT:

	Paul Kimball	Supervisor
**	Allan Hoy	Councilperson
	Christa Filipowicz	Councilperson
	Patrick Didas	Councilperson
**	Scott Tantalo	Councilperson
	Sharon Mattison	Town Clerk
**	David Goodwin	Highway Supt.
	Richard Olson	Attorney for the Town

ALSO:

	Kristin Coon	Ass't to Supervisor
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\*\*excused

Supervisor Kimball opened the meeting, and Sharon Mattison, Town Clerk led all those present in the Pledge of Allegiance. A moment of silence was observed for those serving in the military.

**RESOLUTION DECLARING CONTRACTOR FOR SOLAR PANEL  
INSTALLATION TO BE IN DEFAULT**

**PRESENT:** Supervisor Kimball, Councilpersons Filipowicz and Didas

**ABSENT:** Councilpersons Hoy and Tantalo

Introduced by: Councilperson Filipowicz

Seconded by: Councilperson Didas

**Whereas**, the Town of Clarkson has previously contracted with Earthspouse, LLC (Earthspouse) to install solar panels on the roofs of the Clarkson Courthouse and the Clarkson Highway Garage; and

**Whereas**, the money to pay 95% of the cost of the projects was to be provided by a grant from New York State Energy Research and Development Authority (NYSERDA); and

**Whereas**, Upon inspection by NYSERDA it was determined that the solar panels installed did not meet the criteria as set forth in the American Recovery and Reinvestment Act of 2009 (ARRA); and

**Whereas**, Kyocera, the manufacturer of the panels has shipped ARRA compliant panels to the Town of Clarkson for installation; and

**Whereas**, there is a completion deadline for the NYSERDA grant of August 30, 2012 at which time the new panels must be installed, inspected and operational; and

**Whereas**, Earthspouse has indicated in communications to the Town of Clarkson that it would try to have the panels installed by August 31, 2012 at 8:00 PM, but would not guarantee that date; and

**Whereas**, the Town Board of the Town of Clarkson considers Earthspouse's response to be a repudiation of the contractual agreement; and

**Whereas**, the Town of Clarkson would lose the NYSERDA grant in its entirety if Earthspouse were to continue according to its proposed schedule;

**08.21.12**

**NOW, THEREFORE, BE IT RESOLVED:**

**SECTION 1:** That the Town Board hereby declares Earthsponse to be in default in both contracts;

**SECTION 2:** That the Supervisor is directed to notify Earthsponse of this action;

**SECTION 3:** That no further payments shall be made to Earthsponse without further authorization by the Town Board;

**SECTION 4:** That the Supervisor is directed to make a claim against the performance bond posted by Earthsponse for any damages incurred by the Town of Clarkson;

**SECTION 5:** That this resolution shall take effect immediately.

Vote of the Board

AYES: Supervisor Kimball, Councilpersons Filipowicz and Didas

NAYS: None

ABSENT: Councilpersons Hoy and Tantalo

**RESOLUTION AWARDING CONTRACT FOR REMOVAL AND REINSTALLATION OF SOLAR PANELS**

**PRESENT:** Supervisor Kimball, Councilpersons Didas and Filipowicz

**ABSENT:** Councilpersons Hoy and Tantalo

Introduced by: Councilperson Didas

Seconded by: Councilperson Filipowicz

**Whereas,** the Town of Clarkson has previously contracted with Earthsponse, LLC (Earthsponse) to install solar panels on the roofs of the Clarkson Courthouse and the Clarkson Highway Garage; and

**Whereas,** the source of 95% of the funds for this contract was from a grant from New York State Energy Research and Development Authority (NYSERDA);

**Whereas,** the Town Board did on this date declare Earthsponse in default; and

**Whereas,** in the last 7 days, the Town has attempted to obtain bids from qualified and certified contractors to install new panels which have been shipped from Kyocera; and

**Whereas,** Viola Homes, Inc. d/b/a Renewable Rochester (Renewable Rochester) is a qualified contractor dealing in the solar energy business and has the ability to install the replacement panels to meet the terms of the NYSERDA grant requiring installation, inspection and operation of American Recovery and Reinvestment Act of 2009 (ARRA) compliant panels by August 30, 2012; and

**Whereas,** NYSERDA is inspecting the new solar panels for compliance with the ARRA standards on August 22, 2012; and

**Whereas,** Renewable Rochester has provided the attached quotes together with the certificates of insurance; and

**08.21.12**

**NOW, THEREFORE, BE IT RESOLVED:**

**SECTION 1:** That the Town Supervisor is authorized to sign the attached agreements effective upon certification by NYSERDA that the panels are ARRA compliant;

**SECTION 2:** That this resolution shall take effect immediately.

Vote of the Board

AYES: Supervisor Kimball, Councilpersons Filipowicz and Didas

NAYS: None

ABSENT: Councilpersons Hoy and Tantalo

**\*see attached agreements**

**MOTION TO ADJOURN**

Motion to adjourn at 5:37 P.M. by Councilperson Didas

Seconded by Councilperson Filipowicz

Unanimously carried

Respectfully submitted,

*Sharon S. Mattison*

Town Clerk

APPROVED 09-11-2012

Contract		Renewable Rochester 780 Ridge Road Webster, NY 14580 (585) 671-1301 Date: 8/21/2012 Prices valid for 30 days
Partner name <b>Town of Clarkson</b> Address <b>3710 Lake Road</b> City/State <b>Clarkson, NY 14430</b> Phone <b>Office Phone: 637-1131</b> Email <b>supervisor@clarksonny.org</b>	Contact: <b>Kristin P. Coon</b>	
		CONTRACT COST <b>\$3,750.00</b>
Solar Panel replacement for Town of Clarkson Highway Garage (96 panels)		
<b>SCOPE OF WORK</b>		
<ul style="list-style-type: none"> <li>■ Disassemble (96 solar panels) from Clarkson Highway Garage roof and stack neatly on pallets for shipment back to Kyocera</li> <li>■ Town of Clarkson is responsible for shipment and packaging back to Kyocera</li> <li>■ Renewable Rochester to install new replacement panels which are provided from Kyocera (95 panels)</li> <li>■ Renewable Rochester to provide WEEB grounding clips for panel grounds</li> <li>■ Town of Clarkson to provide lift to get panels to and from the roof of both the Highway Garage and the Courthouse</li> <li>■ Any expensive above and beyond this scope of work will involve a change order</li> <li>■ Estimated time to complete is five (5) business days and to be completed by Aug. 28th 2012</li> <li>■ Town to arrange electrical underwriter inspection</li> <li>■ Payment to be paid within ten working days after work completion by Renewable Rochester</li> </ul>		
		Make Checks Payable to Renewable Rochester 780 Ridge Road Webster, NY 14580 (585) 671-1301 Office (585) 671-1316
<ul style="list-style-type: none"> <li>■ Renewable Rochester is not liable or responsible for any damage to modules and agrees to in good faith provide reasonable care in the removal and replacement of the solar modules</li> <li>■ Renewable Rochester is not liable or responsible for any warranty on this system at any time, and is changing the panels in good faith for the Town of Clarkson</li> <li>■ Renewable Rochester, Viola homes Inc, or any of their contractors are not liable or responsible for any warranty, engineering, system design or performance of either solar PV system (Town of Clarkson Highway Garage, Town of Clarkson Courthouse)</li> <li>■ The Town of Clarkson shall hold harmless Renewable Rochester, Viola Homes Inc, and any of Renewable Rochester's sub contractors in the event of a dispute with any other party</li> <li>■ This contract governed under the laws of New York State</li> <li>■ Town of Clarkson to carry fire, tornado, water, flood and any other necessary insurance</li> <li>■ Renewable Rochester is not liable, or responsible for any random acts of nature beyond our control including lightning, floods, earthquakes, fire. Please consult you insurance carrier</li> <li>■ The owner/contractor/client has the unconditional right to cancel this contract without penalty or obligation until midnight of the third business day after the receive it after he/she has signed the contract. Cancellations must be done in writing</li> <li>■ Certificate of insurance available upon request. Renewable Rochester carries \$1,000,000 in general liability insurance, \$1,000,000 in auto insurance</li> <li>■ We propose to furnish material and labor, and to complete in accordance with the above specifications.</li> <li>■ Renewable Rochester is not liable or responsible for any system modifications done by the customer, or any other person other than Renewable Rochester staff</li> </ul>		
Eligible Installer: _____		
Customer Sign and date here to accept: _____		
<p>***Warranty</p> <ul style="list-style-type: none"> <li>■</li> <li>■</li> <li>■</li> <li>■</li> <li>■</li> <li>■ Renewable Rochester is also not liable, and does not warrant any system that has been modified by any person other than personnel from Renewable Rochester. In some cases, Renewable Rochester may ask the owner of the system to perform visual inspections, meter readings, or other system programming</li> <li>■ All Manufactures Warranties apply:</li> <li>■ Solar Modules - 25 year limited power warranty, 10 year limited product warranty</li> <li>■ Power Inverter Ten (10) Year Warranty from Manufacture</li> <li>■ Racking Ten (10) Year Warranty from Manufacture</li> </ul>		
		Renewable Rochester WWW.RENEWBLEROCHESTER.COM

Contract		Renewable Rochester 780 Ridge Road Webster, NY 14580 (585) 671-1301 Date: 8/21/2012 Prices valid for 30 days
Partner name: <b>Town of Clarkson</b> Address: <b>3710 Lake Road</b> City/State: <b>Clarkson, NY 14430</b> Phone: <b>Office Phone: 637-1131</b> Email: <a href="mailto:supervisor@clarksonny.org">supervisor@clarksonny.org</a>	Contact: <b>Kristin P. Coon</b>	
<b>Solar Panel replacement for Town of Clarkson Highway Garage (12 modules)</b>		<b>CONTRACT COST     \$1,000.00</b>
<p><b>SCOPE OF WORK</b></p> <ul style="list-style-type: none"> <li>■ Disassemble (12 panel solar system from Clarkson Highway Garage roof and stack neatly on pallets for shipment back to Kyocera</li> <li>■ Town of Clarkson is responsible for shipment and packaging back to Kyocera</li> <li>■ Renewable Rochester to install new replacement panels which are provided from Kyocera (12 panels)</li> <li>■ Renewable Rochester to provide WEEB grounding clips for panel grounds</li> <li>■ Any expensive above and beyond this scope of work will involve a change order</li> <li>■ Estimated time to complete is five (5) business days and to be completed by Aug. 28th 2012</li> <li>■ Town to arrange electrical underwriter inspection</li> <li>■ Payment to be paid within ten working days after work completion by Renewable Rochester</li> </ul>		
		Make Checks Payable to Renewable Rochester 780 Ridge Road Webster, NY 14580 (585) 671-1301 Office (585) 671-1316
<ul style="list-style-type: none"> <li>■ Renewable Rochester is not liable or responsible for any damage to modules and agrees to in good faith provide reasonable care in the removal and replacement of the solar modules</li> <li>■ Renewable Rochester is not liable or responsible for any warranty on this system at any time, and is changing the panels in good faith for the Town of Clarkson</li> <li>■ Renewable Rochester, Viola homes Inc, or any of their contractors are not liable or responsible for any warranty, engineering, system design or performance of either solar PV system (Town of Clarkson Highway Garage, Town of Clarkson Courthouse)</li> <li>■ The Town of Clarkson shall hold harmless Renewable Rochester, Viola Homes Inc, and any of Renewable Rochester's sub contractors in the event of a dispute with any other party</li> <li>■ This contract governed under the laws of New York State</li> <li>■ Town of Clarkson to carry fire, tornado, water, flood and any other necessary insurance.</li> <li>■ Renewable Rochester is not liable, or responsible for any random acts of nature beyond our control including lightning, floods, earthquakes, fire. Please consult you insurance carrier</li> <li>■ The owner/contractor/client has the unconditional right to cancel this contract without penalty or obligation until midnight of the third business day after the receive it after he/she has signed the contract. Cancellations must be done in writing</li> <li>■ Certificate of insurance available upon request. Renewable Rochester carries \$1,000,000 in general liability insurance, \$1,000,000 in auto insurance.</li> <li>■ We propose to furnish material and labor, and to complete in accordance with the above specifications.</li> <li>■ Renewable Rochester is not liable or responsible for any system modifications done by the customer, or any other person other than Renewable Rochester staff</li> </ul>		
Eligible Installer: _____ Customer Sign and date here to accept: _____		
<p><b>***Warranty</b></p> <ul style="list-style-type: none"> <li>■ Renewable Rochester is also not liable, and does not warrant any system that has been modified by any person other than personnel from Renewable Rochester. In some cases, Renewable Rochester may ask the owner of the system to perform visual inspections, meter readings, or other system programming</li> <li>■ All Manufactures Warranties apply.</li> <li>■ Solar Modules - 25 year limited power warranty, 10 year limited product warranty</li> <li>■ Power Inverter Ten (10) Year Warranty from Manufacture</li> <li>■ Racking Ten (10) Year Warranty from Manufacture</li> </ul>		
		<i>Renewable Rochester</i> <a href="http://WWW.RENEWABLEROCHESTER.COM">WWW.RENEWABLEROCHESTER.COM</a>

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Partner name: Town of Clarkson Address: 3710 Lake Road City/State: Clarkson, NY 14430 Phone: Office Phone: 637-1131 Email: supervisor@clarksonny.org	Contact: Kristin P. Coon	
Solar Panel replacement for Town of Clarkson Courthouse (48 panels)		CONTRACT COST \$3,750.00
<p><b>SCOPE OF WORK</b></p> <ul style="list-style-type: none"> <li>■ Disassemble (48 solar panels) from Clarkson Courthouse roof and stack neatly on pallets for shipment back to Kyocera</li> <li>■ Town of Clarkson is responsible for shipment and packaging back to Kyocera</li> <li>■ Renewable Rochester to install new replacement panels which are provided from Kyocera (48 panels) on Courthouse roof</li> <li>■ Renewable Rochester to provide WEEB grounding clips for panel grounds</li> <li>■ Town of Clarkson to provide lift to get panels to and from the roof of both the Highway Garage and the Courthouse</li> <li>■ Any expensive above and beyond this scope of work will involve a change order</li> <li>■ Estimated time to complete is five (5) business days and to be completed by Aug. 28th 2012</li> <li>■ Town to arrange electrical underwriter inspection</li> <li>■ Payment to be paid within ten working days after work completion by Renewable Rochester</li> </ul>		
		<p>Make Checks Payable to Renewable Rochester 780 Ridge Road Webster, NY 14580 (585) 671-1301 Office (585) 671-1318</p>
<ul style="list-style-type: none"> <li>■ Renewable Rochester is not liable or responsible for any damage to modules and agrees to in good faith provide reasonable care in the removal and replacement of the solar modules.</li> <li>■ Renewable Rochester is not liable or responsible for any warranty on this system at any time, and is changing the panels in good faith for the Town of Clarkson</li> <li>■ Renewable Rochester, Viola homes Inc, or any of their contractors are not liable or responsible for any warranty, engineering, system design or performance of either solar PV system (Town of Clarkson Highway Garage, Town of Clarkson Courthouse)</li> <li>■ The Town of Clarkson shall hold harmless Renewable Rochester, Viola Homes Inc, and any of Renewable Rochester's sub-contractors in the event of a dispute with any other party</li> <li>■ This contract governed under the laws of New York State</li> <li>■ Town of Clarkson to carry fire, tornado, water, flood and any other necessary insurance.</li> <li>■ Renewable Rochester is not liable, or responsible for any random acts of nature beyond our control including lighting, floods, earthquakes, fire. Please consult you insurance carrier</li> <li>■ The owner/contractor/client has the unconditional right to cancel this contract without penalty or obligation until midnight of the third business day after the receive it after he/she has signed the contract. Cancellations must be done in writing.</li> <li>■ Certificate of insurance available upon request. Renewable Rochester carries \$1,000,000 in general liability insurance, \$1,000,000 in auto insurance.</li> <li>■ We propose to furnish material and labor, and to complete in accordance with the above specifications.</li> <li>■ Renewable Rochester is not liable or responsible for any system modifications done by the customer, or any other person other than Renewable Rochester staff</li> </ul>		
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