

**Town Council**  
Jessica Zambrano, Deputy Supervisor  
Vern Conway  
Lynn Jennings  
Tim Burtis

**Supervisor**  
Jim Corl  
(315) 699-1414

**Highway Superintendent**  
Christopher J. Woznica  
(315) 699-2745  
Fax (315) 699-2746

**Receiver of Taxes**  
Sharon M. Edick  
(315) 699-2756  
Fax (315) 699-9562

**Town Clerk**  
Tracy M. Cosilmon  
(315) 699-8109



# TOWN OF CICERO

COUNTY OF ONONDAGA

8236 Brewerton Road, Cicero, New York 13039 • FAX 315-699-0039 • e-mail: jcorl@ciceronewyork.net

**Town Justices**  
Doug DeMarche', Jr.  
David Bruffett, Jr.  
(315) 699-8478  
Fax (315) 699-7017

June 7, 2013

Danielle Daley-Gunther  
P.O. Box 588  
Brewerton, New York 13029

Re: 5451 Bennett Street, Town of Cicero

Dear Ms. Daley-Gunther:

Enclosed herewith is a copy of my inspection report regarding the above real property owned by you. Said report was filed with the Cicero Town Clerk on June 7, 2013.

Based upon my inspection, I have determined that the structure located at 5451 Bennett Street, Town of Cicero, is a public nuisance and dangerous building pursuant to §74-6 of the Cicero Town Code. I have determined that the structure is a public nuisance and dangerous building for several reasons, including, but not limited to, the following:

- A). The structure, due to its deteriorated condition, is detrimental to the general health of the community.
- B). The structure is a fire hazard.
- C). In its current condition, the structure is not safe to be occupied and its condition continues to deteriorate.
- D). The structure has been long vacant which has resulted in lack of reasonable or adequate maintenance and which has caused and is causing a deteriorating and blighting influence on nearby properties and depreciating the enjoyment and use of the property in the immediate vicinity to such an extent that it is harmful to the community in which the structure is located.

Unless you shall cause the abatement of the public nuisance and dangerous building by rehabilitation or by removal of the building, the same will be abated or removed by the Town of Cicero at your expense.

**Youth Bureau**  
Parks and Recreation  
(315) 699-5233

**Comptroller**  
(315) 699-2759

**Assessor**  
(315) 699-1410

**Zoning and Planning**  
(315) 699-2201

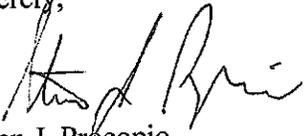
You must commence to comply with abatement of the public nuisance and dangerous building or rehabilitation or removal of the building within ten (10) days after service of this notice upon you, or such other time as may be determined and be completed within the time prescribed by the Code Enforcement Officer. A building permit must be obtained by you in accordance with the provisions of the Cicero Town Code.

If you fail to timely comply with the above terms and conditions, there shall be a hearing before the Cicero Town Board at Cicero Town Hall, 8236 Brewerton Road, Cicero, New York 13039 on June 26, 2013, at 6:30 p.m. At this hearing the Cicero Town Board shall determine whether a public nuisance or dangerous building exists on the property and order the abatement thereof by repair or replacement of the items found to constitute a public nuisance or danger or order the abatement thereof by demolition.

If you fail to comply with any notice or order herein, pursuant to the Cicero Town Code, you may, upon conviction, be fined an amount not to exceed \$250.00 for each offense and each day of failure to comply shall constitute a separate offense.

Please contact me to advise of your intentions as soon as possible.

Sincerely,



Steven J. Procopio  
Code Enforcement Officer

SJP/se

cc: Town Board  
Town Attorney  
File

## TOWN OF CICERO VIOLATION REPORT

**TO:** Office of the Town Clerk  
**FROM:** Steven J. Procopio, Code Enforcement Officer  
**SUBJECT:** 5451 Bennett Street, Brewerton, NY 13029  
**INSPECTION DATE:** April 15, 2013  
**PHOTOS:** Yes  
**PHOTO DATES:** March 22, 2013 and April 15, 2013

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### PROPERTY DESCRIPTION / OWNER INFORMATION

This report concerns the property located at 5451 Bennett Street in the Town of Cicero. I have reviewed the Town zoning file as well as the County property records which list the following property owner: Danielle Daley-Gunther, P.O. Box 588, Brewerton, NY 13029.

### BACKGROUND INFORMATION

This case concerns a vacant 3-unit apartment house which is in a run-down and dilapidated condition. The property is located near the Brewerton historic downtown district and adjacent to Riverfront Park. The area consists of mixed residential and commercial uses and has a pedestrian-oriented character. Resident and visitor activity is high in the neighborhood, particularly in the summer months as recreational activities increase in the park and along the river. This property location has been the subject of repeated violations dating back to 1999. The current investigation has been ongoing since May 4, 2012. I have personally inspected the property to check for compliance on the above-listed dates. Numerous Notices of Violation have been sent to the property owner, and to date the Town has received no response or challenge to these notices.

### CONDITIONS OBSERVED

On April 15, 2013, I conducted an inspection of the subject property from the Bennett Street roadway and the parking area of Riverfront Park. During said inspection, I personally observed the following conditions at the above-referenced property:

- The structure at said property is an apparently abandoned/unoccupied wood frame building with partially boarded windows, faded and missing

TOWN OF CICERO

JUN - 7 2013

TOWN CLERK

aluminum siding, spray-painted graffiti, and a "for sale" sign advertising the building's sale price and contact phone number.

- The east and south exterior walls have large areas without siding or sheathing, exposing the structural framing members. These areas appear to once have had roofs attached for porches or covered entryways. These openings in the building's exterior allow admittance of the weather's elements and provide an entry point for birds or other animals and insects.
- The roof coverings are in poor condition, and portions have moss growing on them. Its condition indicates that water is likely being admitted into the structure.
- The eaves, soffits, and fascia are rotten, deteriorated, or missing.
- Broken windows on the upper level are not covered or secured.
- The foundation is deteriorated and has holes in it.
- It appears that there is no electric or gas service to the building. The meters have been removed. It was unknown at the time of inspection if the water service had been shut off.
- The premises around the structure are in an unkempt state. The lawn is patchy and not maintained. There is brush and vines growing around and on the building. There is an accumulated pile of dry vegetation (i.e., brush, tree limbs, stumps) and soil. A discarded automobile tire is lying in the front yard.
- On the west side of the property adjacent to the building, several old and apparently inoperable power boats are being stored. The boats do not have motors and are in a state of disrepair, with one being on a trailer and the rest lying directly on the ground.

On May 31, 2013, I conducted a follow-up inspection of the subject property. During said inspection, I personally observed the following conditions:

- The conditions observed during my April 15, 2013, inspection remained unchanged.

#### **APPLICABLE CODE SECTIONS**

Based upon my review and upon the presence of the conditions I observed at the above-referenced property, I believe the property owner is in violation of the Town of Cicero Municipal Code on the dates of inspection:

- Code Section 74-6, Public Nuisance or Dangerous Building
  - A. By reason of being detrimental to the general health of the community.
  - B. By reason of being a fire hazard.
  - C. By reason of being unsafe for use on, in, upon, about or around the above-said premises.
  - D. By reason of continued vacancy, thereby resulting in lack of reasonable or adequate maintenance of structure and grounds and causing a deteriorating and blighting influence on nearby properties and thereby depreciating the enjoyment and use of the property in the immediate vicinity to such an extent that it is harmful to the community in which such structure is situated.

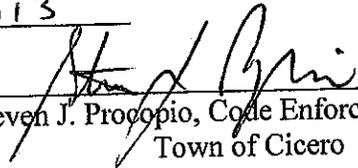
### REQUIRED CORRECTIONS

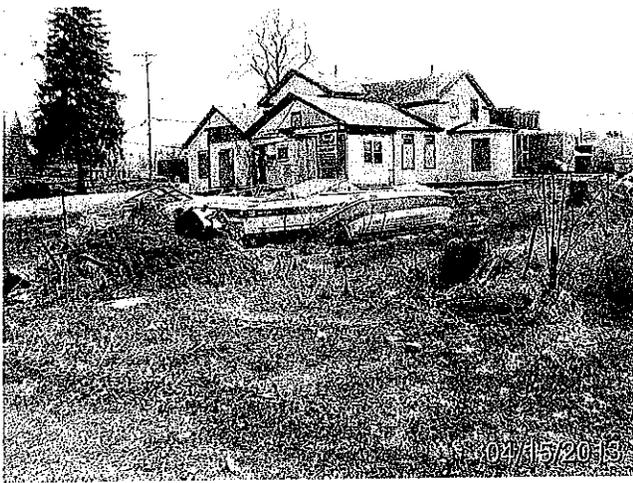
The property owner must perform the following required corrective action:

- Repair, replace, or otherwise rehabilitate the building and grounds or demolish structure.

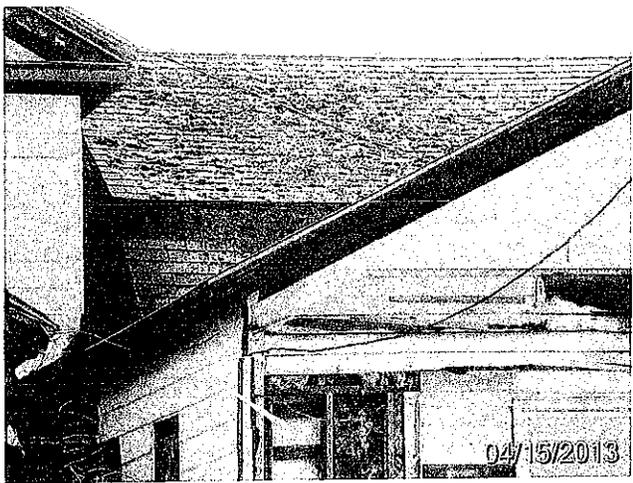
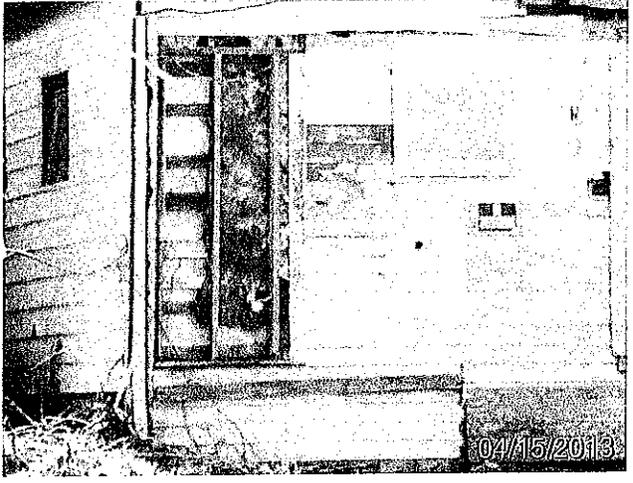
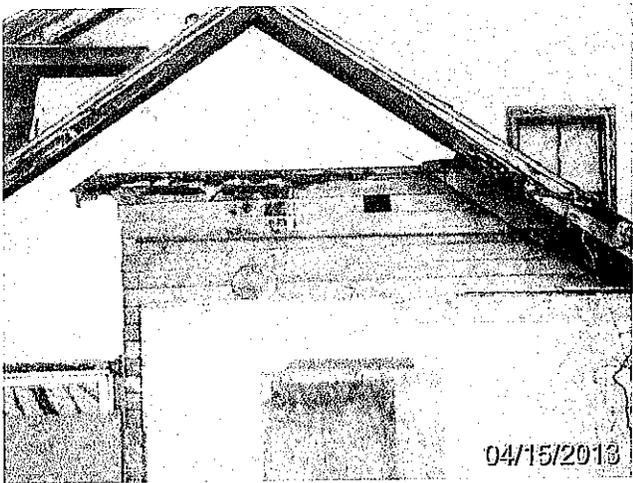
I declare that the forgoing is true and correct.

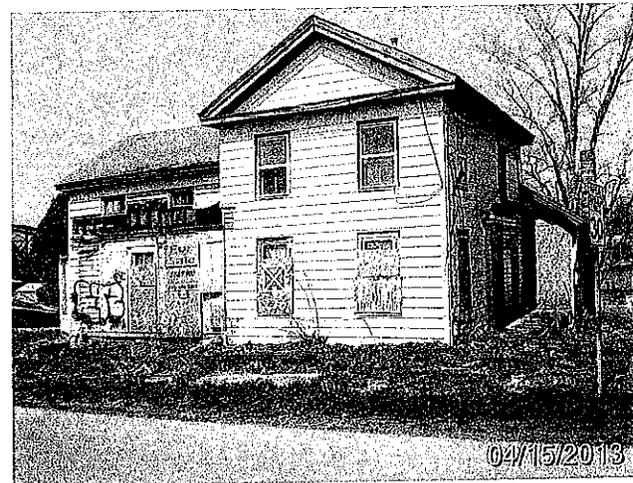
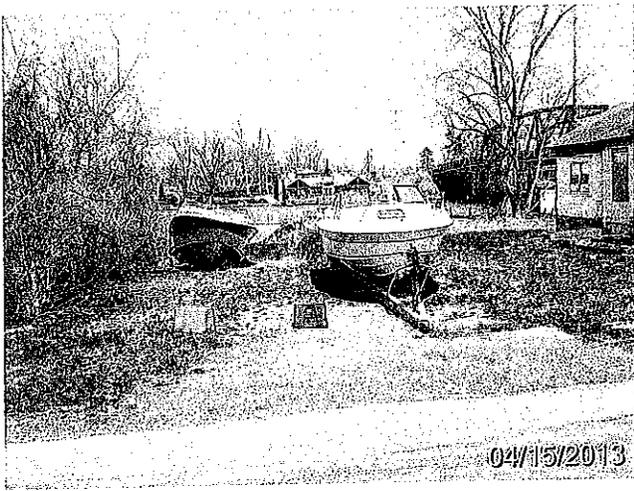
Dated 6-7-2013

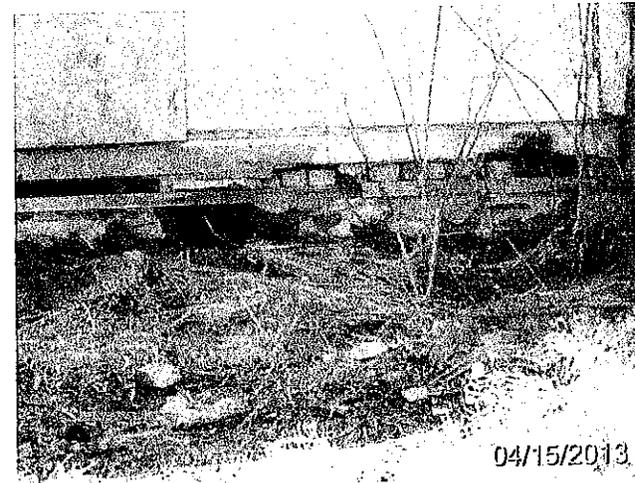
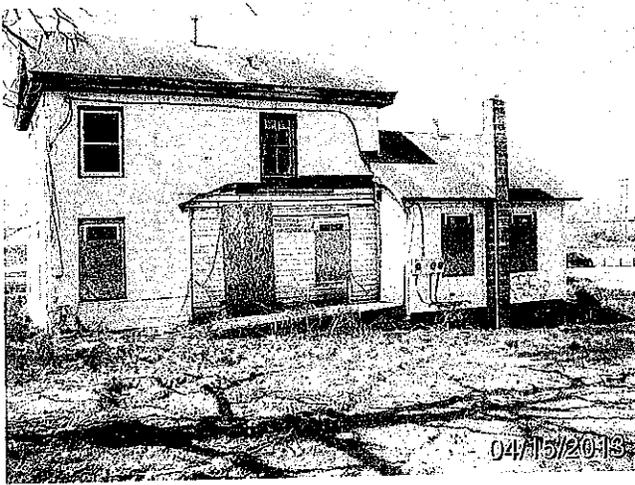
  
\_\_\_\_\_  
Steven J. Procopio, Code Enforcement Officer  
Town of Cicero



5451 Bennett St.

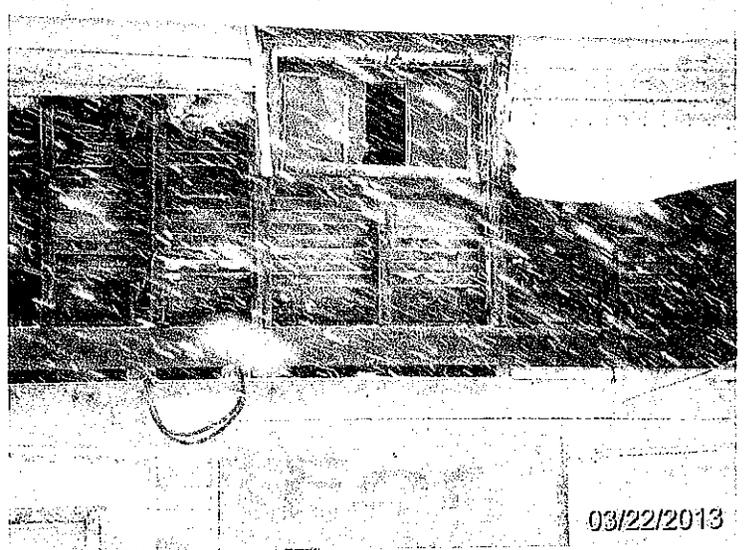








5451 Bennett St.





03/22/2013



03/22/2013

5451 Bennett St.



03/22/2013



03/22/2013



03/22/2013



01/14/2013



05/04/2012



05/04/2012



05/04/2012



05/04/2012



06/18/2012



06/18/2012



06/18/2012



## AGREEMENT

This is the record of an agreement made on August 1, 2013 between the Board of Education (the "Board") of the North Syracuse Central School District (the "District"), with offices at 5355 West Taft Road, North Syracuse, Onondaga County, New York 13212 and the Town of Cicero, a Municipal Corporation with offices at 8236 Brewerton Rd., Cicero, Onondaga County, New York 13039.

### RECITALS

- A. The District owns a vehicle fueling facility (the "Facility") located at the Support Complex, 5520 East Taft Road, North Syracuse, New York.
- B. The Town of Cicero wishes to use the Facility to fuel certain of its vehicles and is willing to pay, or provide services to, the District in an amount to cover all of the District's resulting expenses.

NOW THEREFORE, the Board and the Town of Cicero agree as follows:

1. Facility Use -

- (a) The Town of Cicero may use the Facility to fuel vehicles, with all of the work involved in the fueling to be performed by Town of Cicero employees or duly authorized representatives. The Town of Cicero shall pay the District the actual cost per gallon of fuel. The cost will be billed by the District to the Town of Cicero monthly.

(b) The Town of Cicero, at no cost to the District, shall provide the following services to the District in consideration for using the Facility:

(i) sweep parking lots two times per year, once during the spring and once before school starts in the fall, before the start of the school day or during school vacation at the Cicero Elementary School, Lakeshore Elementary School, Smith Road

Elementary School, Gillette Road Middle School, and Cicero-North Syracuse High School; and

(ii) provide the fire inspection services required by law to the District at the schools listed in the previous paragraph.

2. Facility Modifications - No changes or modifications may be made to the Facility.

3. Scheduling - The scheduling of the Town of Cicero's use of the Facility will be mutually agreed upon between the Board and the Town of Cicero in order to define times for such use that does not hinder the District in its use of the Facility.

4. Liability for Damages - The Town of Cicero shall fully compensate the District for any expense resulting from damage caused to the Facility by the Town of Cicero other than normal maintenance, including but not limited to repair, replacement, or loss of use of the Facility. Compensation for loss of use shall be paid within thirty (30) days after the end of any month in which the District incurs expense resulting from loss of use of the Facility.

5. Indemnification - The Town of Cicero shall defend, hold harmless, and indemnify the District and its board members, officers, and employees against any legal liability in respect to bodily injury, death and property damage, arising from negligence or improper use of the Facility by the Town of Cicero, its employees, agents, representatives or contractors.

6. Compliance with New York Laws - The Town of Cicero shall comply with all applicable provisions of the New York Worker's Compensation Law and other applicable laws in respect to its employees, agents, representatives, or contractors engaged in performance of this Agreement.

7. Assignment Prohibited - This agreement or any right, title or interest therein may not be assigned by the Town of Cicero without previous consent in writing of the Board.

**[REMAINDER OF THE PAGE INTENTIONALLY OMITTED]**

8. Term - This agreement shall be in effect as of the date it is approved by both parties, and it shall stay in force until July 31, 2014, the date of the District's organizational meeting, unless terminated earlier by thirty days written notice from either party to the other.

This agreement is established by the signatures of the parties below.

NORTH SYRACUSE CENTRAL  
SCHOOL DISTRICT

TOWN OF CICERO

By: \_\_\_\_\_  
Kim J. Dyce Faucette, Ed. D.  
Superintendent of Schools

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

SECTION 00105

NOTICE TO BIDDERS

Project: Phase I  
The Brewerton Revitalization Project

Owner: Town of Cicero  
Attn: Tracy Cosilmon, Town Clerk  
8236 Brewerton Road  
Cicero, New York 13039

Consultant: Saratoga Associates  
Attn: John Guariglia, RLA  
109 South Warren Street, Suite 400  
Syracuse, NY 13202  
315-288-4286

Bids are requested for furnishing and installing site lighting at Riverfront Park, located at 5449 Bennett Street, Brewerton, NY. Work as shown and described in the Contract Documents. The Owner will receive Bids until 10:00 AM local standard time on Wednesday, the 17th day of July 2013, at which time they will be publicly opened and read aloud.

The work is as shown in the Project Plans and described in the Project Manual. Federal (HUD) prevailing wage rates apply to this project.

A Pre-bid Conference will be held at Riverfront Park on July 10, 2013 at 9:00 AM local time. All modifications to the Bidding Documents resulting from the Pre-bid Conference will be issued by addendum.

The work of the Project is to be substantially complete approximately within sixty (60) calendar days. Project work shall commence about on August 15, 2013. The date of Substantial Completion of the work is September 30, 2013.

Substantial completion is the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the contract documents so the Owner can utilize the work for its intended use. The approximate date of Final Completion of work is October 15, 2013. The Contractor has the responsibility of completing the work within the scheduled time as set forth in the project schedule.

Bidders are required to provide Bid security equal to 5 percent of the Bid Sum. Bid security shall be in the form of a certified check, payable to the Owner, or Bid Bond. All Bid securities, except that of the three (3) lowest bidders, will be returned within 10 days of the bid opening.

Refer to other bidding requirements described in the enclosed AIA Document A701- Instructions to Bidders and Section 00210 – Supplementary Instructions to Bidders.

Submit your Bid on the Bid Form provided in duplicate. No bidder may withdraw their bid within 90 days after submission.

Sets of documents may be obtained on or after 12:00 PM July 1, 2013 at the Town Clerks office, 8236 Brewerton Road, Cicero, New York 13039 or the Saratoga Associates office identified above. A check payable to the Town of Cicero in the amount of \$25.00 per set is required as a deposit for the bid documents. Documents will be shipped by UPS or Federal Express upon receipt of the requester's credit account number to cover the cost of shipping.

Documents may also be reviewed at:

Town of Cicero  
Attn: Tracy Cosilmon, Town Clerk  
8236 S. Main Street  
Cicero, New York 13039

Or  
Saratoga Associates  
Attn: John Guariglia, RLA  
109 South Warren Street, Suite 400  
Syracuse, NY 13202  
315-288-4286 x 3301

Or  
Onondaga County Community Development  
Attn: Nina Andon-McLane  
1100 Civic Center, Syracuse, NY 13202  
315-435-3558

Performance and Payment Bonds for 100 percent of the Contract Sum payable to the Town of Cicero will be required of the successful bidder. The Agreement will be written between the successful Bidder and the Town of Cicero.

The twenty-five (\$25.00) dollar deposit for Plans and specifications may be refunded to bidders that have submitted bids in full conformance with this notice and if bid documents are returned in good condition within 30 days of bid opening.

Bidders are required to visit the site, examine the facilities, and become familiar with existing conditions. Bidders are encouraged to attend the Pre-bid Conference. The selected bidder will be required to attend a pre-award conference on July 24, 2013 at a time and place to be identified by Owner.

Addenda will be issued only to those bidders obtaining complete sets of documents.

The Owner reserves the right to accept or reject any or all Bids, to re-advertise for new bids, or to waive any informality in connection with the bids.

The project is governed by bidding requirements of the State of New York General Municipal Law and applicable funding requirements.

TOWN OF CICERO

Dated: \_\_\_\_\_

BY: \_\_\_\_\_  
James E. Corl, Jr.  
Supervisor

**Date:** June 26, 2013

## **Highway Department Agenda Items**

**Request for Proposals for the following items:**

**(A) ITEM: Repair to Volvo Excavator-#45**

**VENDOR: Vantage Equipment**

**AMOUNT: \$1201.65**

**ACCOUNT CODE: DB513055**

**MOTION TO APPROVE:**

**( B) ITEM: 400' sewer hose for the sewer jet #93**

**VENDOR: Frank Murken Products**

**AMOUNT: \$1025.00**

**ACCOUNT CODE:DB513054**

**MOTION TO ACCEPT:**

**(C) ITEM: guardrail for repair on circle dr.W- from accident**

**VENDOR: Crossroads Hwy.**

**AMOUNT: \$2623.25**

**ACCOUNT CODE:A33104**

**MOTION TO APPROVE:**

552 State Fair Boulevard  
Syracuse, NY 13204  
Website: www.epsfvermont.com



PHONE: (315) 451-6666  
FAX: (315) 457-6652  
1-800-THE-TANK

June 17, 2013

Mr. Chris Wozinca  
Town of Cicero HW Dept.  
8236 S. Main Street  
Cicero, NY 13202



Dear Mr. Wozinca,

Please let this letter serve as a follow up to our meeting on June 12, 2013. We discussed the actual invoice amount vs the purchase order amount. The amount used to "estimate" the cost for 2013 was from an old invoice from the work completed in 2009. The separator was pumped in 2009 and in 2010, but not again until 2013. There were a lot more sludge-solids generated and it was mentioned that all the floor sweepings were being swept into the separator. It would benefit the town if the separator and trenches were pumped out on an annual basis.

If you have any further questions, please feel free to contact me. Thank you for your time in this matter.

Sincerely,

Bonnie Williams, Project Coordinator

EPS of Vermont, Inc.-Syracuse, NY Division

TO: Jim Corl, Supervisor  
 FROM: Jody L. Rogers, Director  
 DATE: June 18, 2013  
 RE: Senior Center Community Development Project

The project has been quoted and following the bidding process the total costs are over the allotted funds for the project. The original project did not include the Roofing Area 2 and 3 but it was determined that if we were going to assess the condition of the main roof we should also have the Contractor look at the other two areas as well. I contacted Community Development and there are no additional funds available to supplement our \$30,000 allotment.

There are two reasons the costs are so much higher than the funds available. The long harsh winter affected the settling/heaving of the parking lot more than expected and high winds tore shingles off the roof. Also the original estimates were calculated almost 1.5 years ago for the submission of the grant and the cost of petroleum products (asphalt/shingles) have increased considerably. The following outlines the project costs and revenues.

<u>EXPENSES:</u>	With Federal Sequestration
Professional Services	\$ 3,850
CD Sign (required)	\$ 495
Parking Lot (south side)	\$34,922
Roofing:	\$29,760
Area 1 main ( <u>35-40+yrs old</u> )	\$ 18,200
Area 2 front shingles	\$ 5,160
Area 3 front rubber	\$ 6,400
Expenses Total	<b>\$69,027</b>
 <u>REVENUES:</u>	
Community Development Grant Award \$ 30,000	\$28,500 (95 % of funds)
Town's Share	\$10,000
Town of Cicero (budgeted)	\$ 6,000
Cicero Senior Community Council	\$ 4,000
Revenues Total	<b>\$38,500</b>
<u>BALANCE:</u>	<b>(\$30,527)</b>
 Suggestions:	
Eliminate Area 2 and Area 3	<u>-\$11,560</u>
Balance due for project	<b>(\$18,967)</b>

This project has to be completed as soon as possible so please let me know what direction you want to take. Any questions please give me a call.  
 Thank you.

Damian M. Ulatowski  
Supervisor

Robert L. Edick  
Deputy Supervisor

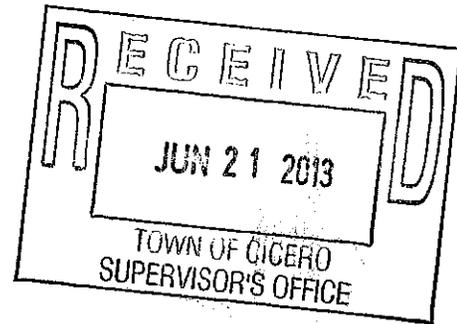
Office of the Supervisor  
**Town of Clay**



"One of America's 100 Best Places to Live"

Councilors:  
Joseph A. Bick  
Naomi R. Bray  
Bruce N. Johnson  
Eugene B. Young  
William C. Weaver

June 20, 2013



James E. Corl, Supervisor  
Town of Cicero  
P.O. Box 1617  
8236 S. Main Street  
Cicero, NY 13039

Re: CanTeen

Dear James:

Enclosed please find a copy of the correspondence to Chris Flynn of the Onondaga County Bureau of Aging and Youth, waiving the Youth Services grant money in the amount of \$5,634.00 to the Town of Cicero for the Can Teen Center. Please also find enclosed the Resolution approved by the Town Board on June 3, 2013.

We understand that the Town of Cicero Town Board needs to adopt a resolution accepting the monies that the Town of Clay has waived for this purpose.

Should you have any questions regarding this matter, please do not hesitate to contact Chris Flynn directly, at the Onondaga County Department of Aging and Youth at 435-2362 ext.117.

With Kind Regards,

Damian M. Ulatowski  
Town Supervisor

DMU/db

cc: Chris Flynn, On. Co. Dept. of Aging and Youth  
Jody Rogers, Town of Cicero Youth Bureau  
John Shehadi, Town of Clay, Commissioner of Finance

Enc.

4401 State Route 31, Clay, New York 13041-8707

# Town of Clay

Damian M. Ulatowski  
Supervisor

Robert L. Edick  
Deputy Supervisor



"One of America's 100 Best Places to Live"

Councillors:  
Joseph A. Bick  
Naomi R. Bray  
Bruce N. Johnson  
Eugene B. Young  
William C. Weaver

May 29, 2013

Chris Flynn  
County of Onondaga  
Department of Aging & Youth  
421 Montgomery St. – 13<sup>th</sup> Floor  
Syracuse, NY 13202

Re: Youth Services Grant

Dear Chris:

Attached please find a certified copy of the Town of Clay Board meeting minutes of June 3, 2013, indicating that the Town has approved waiving \$5634.00 of the Youth Services grant to the Town of Cicero for the CanTeen Center.

Please also find attached an executed copy of the Youth Bureau waiver.

Thank you for your assistance in this matter.

Sincerely,

Damian M. Ulatowski *sent 6/5/13*  
Town Supervisor

DMU/db

cc: John Shehadi, Commissioner of Finance - 4/5/13

New York State Office of Children and Family Services  
SYRACUSE/ONONDAGA COUNTY YOUTH BUREAU

WAIVER OF STATE AID ELIGIBILITY 2013

As Chief Executive of the Town of Clay

Located in Onondaga County, I request the following waiver of State Aid eligibility for:

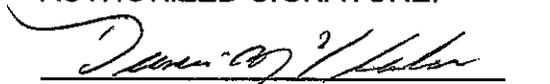
Recreation

Service

Name of Municipality Waiving to: Town of Cicero

Amount of State Aid Eligibility: \$5634.00

AUTHORIZED SIGNATURE:

  
\_\_\_\_\_  
(Signature)

Town Supervisor  
\_\_\_\_\_  
(Title)

6-3-2013  
\_\_\_\_\_  
(Date)

# Town of Clay

Jill Hageman-Clark  
Town Clerk



"One of America's 100 Best Places to Live"

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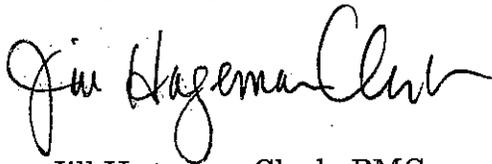
June 5, 2013

To Whom It May Concern,

I hereby certify, that at the Regular Meeting of the Town Board, Town of Clay, held on June 3, 2013 at the Town of Clay Town Hall, the following resolution was passed:

"Move the adoption of a resolution to waive \$5,634.00 in State Aid for 2013 from the Youth Services Grant to the Town of Cicero for the Canteen and authorizing the Supervisor to execute the necessary form therefore."

Respectfully Yours,



Jill Hageman-Clark, RMC  
Town Clerk

cc: Damian Ulatowski, Town Supervisor

**TO:** Town Board  
**FROM:** Jody L. Rogers, Director  
**DATE:** June 20, 2013  
**RE:** Purchase Approval(s)

**ITEM:** Installation of pavers and masonry work at Central Park pavilion  
**AMOUNT:** \$2,600  
**Budget Code:** A7110.45 \$1600  
A7110.459CF \$1000 (Pop Warner Participant Fee Funds)

**TO:** Town Board  
**FROM:** Jody L. Rogers, Director  
**DATE:** June 20, 2013  
**RE:** Purchase Approval(s)

**ITEM:** Tennis Instruction for multiple classes throughout the summer  
**VENDOR:** John Wojcik  
**AMOUNT:** not to exceed \$4000  
**Budget Code:** B7020.44 (Via Participant Fees)

**RESOLUTION AUTHORIZING THE  
TOWN OF CICERO TOWN CLERK TO  
SELL E-Z PASSES IN THE CLERK'S OFFICE**

BE IT RESOLVED THAT on a motion of Councilor \_\_\_\_\_, the Town of Cicero Town Board hereby authorizes the Cicero Town Clerk to sell E-Z passes in the Clerk's Office provided all legal requirements are complied with.

The Resolution was seconded by Councilor \_\_\_\_\_, and adopted upon a vote as follows.

Ayes -     and Noes -     . Motion carried.

**STATE OF NEW YORK  
COUNTY OF ONONDAGA  
TOWN OF CICERO**

I, Tracy M. Cosilmon, Town Clerk of the Town of Cicero, do hereby certify that I have compared the foregoing copy with the original resolution filed in the office on the 26th day of June 2013.

\_\_\_\_\_  
Tracy M. Cosilmon  
Town Clerk

New York State Thruway Authority  
E-ZPass Operations  
P.O. Box 189  
Albany, NY 12209  
Tel: (518) 436-3148



E-ZPass® On-the-Go Retail Sales Program Application

**INSTRUCTIONS:**

- Please read the E-ZPass On-the-Go Retail Sales Agreement prior to completing and submitting this Application.
- Complete Sections I through IV and VI and mail to the address above.
- This Application must be completed in its entirety and signed by an authorized representative.
- Upon approval of Application, the Retail Sales Agreement will be sent to Merchant for execution.

<b>Section I Applicant Information</b>			
Corporate/Business/Entity Name	Authorized Representative Name		Phone No. ( ) -
Doing Business As (DBA)(if applicable)	Federal Employer ID No. (or SS No.)		Fax No. ( ) -
Address of Primary Place of Business or Principal Office	City	State	Zip Code
<b>Section II Retail Location Information</b>			
Total number of retail locations the entity operates		Total number of retail locations applying for E-ZPass On-the-Go Tag distribution	
Type(s) of retail locations where E-ZPass On-the-Go Tags will be distributed (check all that apply)			
<input type="checkbox"/> Gas/Service Station <input type="checkbox"/> Auto Dealership <input type="checkbox"/> Car Wash <input type="checkbox"/> Newsstand/Gift Shop <input type="checkbox"/> Auto Parts Store <input type="checkbox"/> Grocery Store <input type="checkbox"/> Convenience Store <input type="checkbox"/> Fast Food <input type="checkbox"/> Government/Municipal Office <input type="checkbox"/> Other			
<b>Section III Specific Retail Information for E-ZPass On-the-Go Tag Sales (See Page 2)</b>			
<b>Section IV Vendor Responsibility Questionnaire (TA-W3205-9)</b>			
<b>Section V E-ZPass On-the-Go Retail Sales Agreement (See Attached)</b>			
<b>Section VI Applicant Representation and Certification (See Attached)</b>			
I hereby represent that all of the information provided in this Application is complete, true and accurate. I further represent that I am authorized to execute this Application on behalf of the entity named in Section I.			
_____		_____	_____
Authorized Representative Signature		Authorized Representative Title	Date
<b>Important Note to Applicants:</b>			
Submission of an E-ZPass On-the-Go Retail Sales Program Application does not guarantee that it will be approved. Approval to participate as an E-ZPass On-the-Go merchant is within the sole discretion of the New York State Thruway Authority. Applicants may be required, at the request of the Thruway Authority, to provide additional information regarding the financial responsibility of the applicant.			
It is not necessary to employ any person, agency, or organization to assist you in filing this Application. Beware of persons claiming to be able to assist you in securing action on your Application.			

**E-ZPass® On-the-Go Retail Sales Program Application**  
**Retail Information for E-ZPass® On-the-Go Tag Sales**

**INSTRUCTIONS:** Complete information for each retail location that will be selling E-ZPass On-the-Go Tags. Photocopy as needed.

<b>Retail Location Information</b>						
Store/Location Name			Store No. (optional)	E-mail Address		
Store Type (if applicable)		Contact Name			Phone No. ( ) -	
Physical Address			City	State	Zip Code	County
Billing Address <input type="checkbox"/> (Check if same as address on Page 1) <input type="checkbox"/> Other <input type="checkbox"/> (Check if same as <b>physical</b> address)				Average No. of customers per week	Average sales volume per week (if applicable)	
Hours of Operation	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
	to <input type="checkbox"/> AM <input type="checkbox"/> PM	to <input type="checkbox"/> AM <input type="checkbox"/> PM	to <input type="checkbox"/> AM <input type="checkbox"/> PM	to <input type="checkbox"/> AM <input type="checkbox"/> PM	to <input type="checkbox"/> AM <input type="checkbox"/> PM	to <input type="checkbox"/> AM <input type="checkbox"/> PM
Total Square Footage	Do You: <input type="checkbox"/> Lease <input type="checkbox"/> Own	Expiration Date of Lease	Years at Address	Are You Licensed to Sell NYS Lottery? <input type="checkbox"/> Yes - If Yes, give no. _____ <input type="checkbox"/> No		

<b>Retail Location Information</b>						
Store/Location Name			Store No. (optional)	E-mail Address		
Store Type (if applicable)		Contact Name			Phone No. ( ) -	
Physical Address			City	State	Zip Code	County
Billing Address <input type="checkbox"/> (Check if same as address on Page 1) <input type="checkbox"/> Other <input type="checkbox"/> (Check if same as <b>physical</b> address)				Average No. of customers per week	Average sales volume per week (if applicable)	
Hours of Operation	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
	to <input type="checkbox"/> AM <input type="checkbox"/> PM	to <input type="checkbox"/> AM <input type="checkbox"/> PM	to <input type="checkbox"/> AM <input type="checkbox"/> PM	to <input type="checkbox"/> AM <input type="checkbox"/> PM	to <input type="checkbox"/> AM <input type="checkbox"/> PM	to <input type="checkbox"/> AM <input type="checkbox"/> PM
Total Square Footage	Do You: <input type="checkbox"/> Lease <input type="checkbox"/> Own	Expiration Date of Lease	Years at Address	Are You Licensed to Sell NYS Lottery? <input type="checkbox"/> Yes - If Yes, give no. _____ <input type="checkbox"/> No		

<b>Retail Location Information</b>						
Store/Location Name			Store No. (optional)	E-mail Address		
Store Type (if applicable)		Contact Name			Phone No. ( ) -	
Physical Address			City	State	Zip Code	County
Billing Address <input type="checkbox"/> (Check if same as address on Page 1) <input type="checkbox"/> Other <input type="checkbox"/> (Check if same as <b>physical</b> address)				Average No. of customers per week	Average sales volume per week (if applicable)	
Hours of Operation	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
	to <input type="checkbox"/> AM <input type="checkbox"/> PM	to <input type="checkbox"/> AM <input type="checkbox"/> PM	to <input type="checkbox"/> AM <input type="checkbox"/> PM	to <input type="checkbox"/> AM <input type="checkbox"/> PM	to <input type="checkbox"/> AM <input type="checkbox"/> PM	to <input type="checkbox"/> AM <input type="checkbox"/> PM
Total Square Footage	Do You: <input type="checkbox"/> Lease <input type="checkbox"/> Own	Expiration Date of Lease	Years at Address	Are You Licensed to Sell NYS Lottery? <input type="checkbox"/> Yes - If Yes, give no. _____ <input type="checkbox"/> No		

## STATE OF NEW YORK VENDOR RESPONSIBILITY QUESTIONNAIRE

1. Vendor is: <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR			
2. Vendor's Legal Business Name		3. Identification Numbers a) FEIN # _____ b) DUNS # _____	
4. Doing Business As (D/B/A) (if applicable) & County Filed		5. Website Address (If applicable)	
6. Address of Primary Place of Business/Executive Office		7. Phone No. (    ) -	8. Fax No. (    ) -
9. Address of Primary Place of Business/Executive Office in New York State (if different from above)		10. Phone No. (    ) -	11. Fax No. (    ) -
12. Primary Place of Business in New York State is: <input type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, please provide landlord's name, address, and phone number below:		13. Authorized Contact for this Questionnaire Name _____ Title _____ Phone No. _____ Fax No. _____ E-mail Address _____	
14. Vendor's Business Entity is (check appropriate box and provide requested information):			
a) <input type="checkbox"/> Business Corporation	Date of Incorporation	State of Incorporation*	
b) <input type="checkbox"/> Sole Proprietor	Date Established		
c) <input type="checkbox"/> General Partnership	Date Established		
d) <input type="checkbox"/> Not-for-Profit Corporation	Date of Incorporation	State of Incorporation*	Charities Registration No. _____
e) <input type="checkbox"/> Limited Liability Company (LLC)	Date Established		
f) <input type="checkbox"/> Limited Liability Partnership	Date Established		
g) <input type="checkbox"/> Other - Specify:	Date Established	Jurisdiction Filed (if applicable)	
* If not incorporated in New York State, please provide a copy of authorization to do business in New York or a current certificate of good standing from your state of incorporation.			
15. Primary Business Activity (Please identify the primary business categories, products or services provided by your business).			
16. Name of Workers' Compensation Insurance Carrier:			
17. List below ALL of the Vendor's Principal Owners and the three officers who direct the daily operations of the Vendor (attach additional sheets if necessary):			
a) Name	Title	b) Name	Title
c) Name	Title	d) Name	Title

## STATE OF NEW YORK VENDOR RESPONSIBILITY QUESTIONNAIRE

FOR QUESTIONS 18 - 29, A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES", AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE NEW YORK STATE THRUWAY AUTHORITY/CANAL CORPORATION (NYSTA/CC) IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

<p>18. Is the vendor certified in New York State as a (please check):</p> <p><input type="checkbox"/> Minority Business Enterprise (MBE)</p> <p><input type="checkbox"/> Women's Business Enterprise (WBE)</p> <p><input type="checkbox"/> Disadvantaged Business Enterprise (DBE)</p> <p><i>Please provide a copy of any of the above certifications that apply.</i></p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p>
<p>19. Does the vendor use, or has it used in the past ten (10) years, any other business name, FEIN, DUNS or D/B/A other than those listed in items 2-4 above?</p> <p><i>List all other business name(s), FEIN(s), DUNS(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.</i></p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p>
<p>20. Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as:</p> <p>a) a full or part-time employee at the NYSTA/CC or a New York State agency, or as a consultant, in an individual capacity, to the NYSTA/CC or a New York State agency?</p> <p><i>List each individual's name, business title or consulting capacity, New York State agency name (if applicable) and employment position with applicable service dates.</i></p> <p>b) If yes to item #20a, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the NYSTA/CC or a New York State agency?</p> <p><i>List each individual's name, business title or consulting capacity, New York State agency name (if applicable) and the consulting/advisory position with applicable service dates. List each contract name and assigned contract number.</i></p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p>
<p>21. Within the past five (5) years, has the vendor, any individuals serving in a managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate<sup>1</sup> or any person involved in the bidding, contracting, or leasing process:</p> <p>a) i. be suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>ii. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>iii. agreed to a voluntary exclusion from bidding/contracting;</p> <p>iv. had a bid rejected on a NYSTA/CC or a New York State agency contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>v. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>vi. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;</p> <p>vii. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>viii. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>ix. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?</p> <p>b) been investigated, indicted, convicted, received a judgement against them or grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p>

**STATE OF NEW YORK  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

<p>c) been issued a citation, notice, violation order, or are pending an administrative hearing, proceeding or determination for violations of:</p> <ul style="list-style-type: none"> <li>i. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety &amp; Health Administration (OSHA) or New York State labor law;</li> <li>ii. state or federal environmental laws;</li> <li>iii. unemployment insurance or workers' compensation coverage or claim requirements;</li> <li>iv. Employee Retirement Income Security Act (ERISA);</li> <li>v. federal, state or local human rights laws;</li> <li>vi. civil rights laws;</li> <li>vii. federal or state security laws;</li> <li>viii. federal Immigration and Naturalization Services (INS) and Alienage laws;</li> <li>ix. state or federal anti-trust laws; or</li> <li>x. charity or consumer laws</li> </ul>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>d) been investigated by any federal, state or local government agency for a civil violation for any business related conduct?</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><i>For yes answers to any of the above, detail the situation(s), the date(s), names(s), title(s) and address(es) of any individuals involved and, if applicable, any corrective action(s) taken by the vendor.</i></p>		
<p>22. In the past five (5) years, has the vendor or its affiliates<sup>1</sup> had any claims, judgements (satisfied or unsatisfied), injunctions, liens, fines or penalties secured by any governmental agency including, but not limited to, judgements based on taxes owed or fines or penalties assessed by any federal, state or local government agency?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgement, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open or unsatisfied, indicate the status of each item as "open" or "unsatisfied".</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>23. Has the vendor (for profit and not-for-profit corporations) or its affiliates<sup>1</sup>, in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action take by the vendor and the name of the auditing agency.</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>24. Is the vendor exempt from income taxes under the Internal Revenue Code?</p> <p><i>Indicate the reason for the exemption and provide a copy of any supporting information.</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>25. During the past three (3) years, has the vendor failed to:</p> <p>a) file returns or pay any applicable federal, state or city taxes?</p> <p><i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance?</p> <p><i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>26. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates<sup>1</sup> within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>27. Is the vendor current insolvent, or does the vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it?</p> <p><i>Provide financial information to support the vendor's position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the NYSTA/CC with an understanding of the vendor's situation.</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>28. Has the vendor been a contractor or subcontractor on any contract with any New York State agency and/or with the NYSTA/CC in the past five (5) years?</p> <p><i>List the agency name, address and contract effective dates. Also provide state contract identification number, if known.</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**STATE OF NEW YORK  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

29. In the past five (5) years, has the vendor or any affiliates<sup>1</sup>:
- a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;  Yes  No
  - b) received an overall unsatisfactory performance assessment from any government agency on any contract; or
  - c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days?

*Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.*

<sup>1</sup>"Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

State of: \_\_\_\_\_ } ss:  
County of: \_\_\_\_\_

**CERTIFICATION:**

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the New York State Thruway Authority/Canal Corporation (NYSTA/CC) in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the NYSTA/CC may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- has the financial resources necessary to fulfill the requirements of the proposed contract;
- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- is knowledgeable about the submitting vendor's business and operations;
- understands that the NYSTA/CC will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- is under a duty to notify the NYSTA/CC of any material changes to the vendor's responses herein prior to the NYSTA's/CC's execution of the contract.

Name of Business \_\_\_\_\_ Signature of Owner/Officer \_\_\_\_\_  
Address \_\_\_\_\_ Printed Name of Signatory \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Title \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

E-ZPass On-the-Go Retail Sales Program Application

**E-ZPASS ON-THE-GO  
RETAIL SALES AGREEMENT**

*(To be executed after applicant is approved as an E-ZPass On-the-Go Merchant)*

This AGREEMENT (hereinafter "Agreement") is made this *[insert day of month]* day of *[insert month and year]*, by and between the New York State Thruway Authority (hereinafter "Authority"), a public corporation organized and existing pursuant to Article 2, Title 9 of the New York State Public Authorities Law, as amended, whose principal office is located at 200 Southern Boulevard, Albany, New York 12209 (Mailing Address: P.O. Box 189, Albany, New York 12201-0189), and *[insert name of Vendor]* (hereinafter "Merchant"), a *[insert organizational form - e.g., corporation, partnership, LLC, LLP, etc.]* duly organized and existing under the laws of the State of *[insert state]*, having its principal office at *[insert address]*.

**WITNESSETH:**

WHEREAS, the Authority is statutorily responsible for financing, constructing, reconstructing, improving, developing, maintaining and operating a 570-mile superhighway system known as the Thruway; and

WHEREAS, as part of such authorization, the Authority is empowered to collect tolls and fees to maintain its operations and infrastructure; and

WHEREAS, in furtherance of these responsibilities, the Authority implemented an electronic toll collection ("ETC") system known as E-ZPass; and

WHEREAS, E-ZPass is a program whereby a customer pre-pays funds, receives a transponder (Tag) which is then mounted in or on the customer's vehicle, and as the vehicle passes through a toll plaza, an antenna in the lane "reads" that Tag's computerized information and the appropriate toll is deducted from the pre-paid funds; and

WHEREAS, because E-ZPass expedites transactions at the toll plaza thereby reducing congestion, the Authority wishes to expand the use of E-ZPass to as many Authority patrons as possible through the retail sale of E-ZPass Tags, a program known as E-ZPass On-the-Go has been established; and

WHEREAS, Merchant wishes to participate in the E-ZPass On-the-Go program subject to all of the terms and conditions of such program;

NOW, THEREFORE, the parties hereto, for the consideration hereinafter named, do agree as follows:

**I. CORPORATE WARRANTIES AND CONDUCT**

**Section 1.1 - Application Warranties and Changes**

A. Merchant represents and warrants that: (i) all of the information provided and statements made in the Application, which is attached hereto and made a part of this Agreement, are complete, true and accurate; and (ii) the business identified on the Application as Merchant is owned in the manner set forth in the Application and that such business is the proprietor of the location(s) at which E-ZPass On-the-Go Tags will be sold.

B. Merchant shall notify the Authority of any changes to any information Merchant supplied on its Application, including any changes in the ownership of such business and the retail locations at which Merchant wishes to sell E-ZPass On-the-Go Tags, within seven (7) calendar days of such change. Merchant shall notify the Authority at least thirty (30) days prior to ceasing business operations, either temporarily or permanently.

**Section 1.2 - Observance of Laws**

Merchant agrees to observe and obey all applicable Federal, State and local laws, rules, regulations, and policies, and to procure all necessary licenses and permits.

**Section 1.3 - Non-Assignment**

This Agreement may not be assigned by Merchant nor may its right, title or interest therein be assigned, transferred, conveyed, subcontracted, sublet or otherwise disposed of without the previous consent, in writing, of the Authority and any attempts to assign this Agreement without the Authority's written consent are null and void.

**Section 1.4 – Independent Contractor**

Merchant is and shall be, in all respects, an independent contractor when participating in the E-ZPass On-the-Go program. In accordance with its status as an independent contractor, Merchant covenants and agrees that neither it nor its agents and/or employees will hold itself or themselves out as or claim to be an officer or employee of the Authority, and that neither Merchant nor its agents and/or employees shall make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Authority, including, but not limited to Worker’s Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement System membership or credit.

**II. RETAIL TAG SALES**

**Section 2.1 – Non-Exclusivity**

This Agreement shall in no way be deemed to give Merchant the exclusive right to sell E-ZPass On-the-Go Tags. Merchant acknowledges that the Authority has made no representations with respect to any territorial or geographic exclusivity and that the Authority has the right to utilize other merchants to sell E-ZPass On-the-Go Tags.

A. Merchant may sell E-ZPass On-the-Go Tags only at the retail locations listed on its Application which have been approved by the Authority. Such retail locations must be physically situated in the New York State counties listed below:

Eligible New York State Counties for E-ZPass On-the-Go Sales					
Albany	Cortland	Herkimer	Ontario	Schenectady	Washington
Allegany	Delaware	Jefferson	Orange	Schoharie	Wayne
Broome	Dutchess	Lewis	Orleans	Schuyler	Westchester
Cattaraugus	Erle	Livingston	Cayuga	Seneca	Wyoming
Cayuga	Essex	Madison	Otsego	Steuben	Yates
Chautauqua	Franklin	Monroe	Putnam	Sullivan	
Chemung	Fulton	Montgomery	Rensselaer	Tioga	
Chenango	Genesee	Niagara	Rockland	Tompkins	
Clinton	Greene	Oneida	St. Lawrence	Ulster	
Columbia	Hamilton	Onondaga	Saratoga	Warren	

B. Merchant shall not sell E-ZPass On-the-Go Tags at retail locations that are physically situated outside New York State or in the New York State counties listed below.

Ineligible New York State Counties for E-ZPass On-the-Go Sales					
Nassau	Suffolk	New York	Bronx	Kings	Queens
					Richmond

C. Merchant shall not sell E-ZPass On-the-Go Tags on the Internet, door-to-door or by mail order. Merchant may not re-sell or otherwise transfer E-ZPass On-the-Go Tags to another business entity.

**Section 2.3 – Sales Offerings**

A. Merchant must make E-ZPass On-the-Go Tags available for sale to its customers during all days and hours that Merchant’s retail locations are open for business. Merchant shall display and sell E-ZPass On-the-Go Tags on a first in, first out (FIFO) basis; that is, Merchant shall sell E-ZPass On-the-Go Tags in the date order in which they were received into stock. Merchant shall treat all E-ZPass On-the-Go customers with courtesy and in a manner which is equal to or better than the manner in which Merchant treats its customers in general.

B. Merchant may sell each E-ZPass On-the-Go Tag for an amount Merchant deems appropriate, provided that Merchant shall not sell an E-ZPass On-the-Go Tag for more than \$25.00. The sale of E-ZPass On-the-Go Tags is not subject to sales tax and compensating use tax and Merchant shall not charge or collect such taxes on such sales.

C. Merchant shall not refund to any customer the cost of an E-ZPass On-the-Go Tag once it has been purchased by such customer.

**Section 3.3 - Returns**

Merchant must return to the Authority any E-ZPass On-the-Go Tag that Merchant does not sell to a customer within one (1) year from the date when Merchant takes delivery of such Tag. Merchant must return all such unsold E-ZPass On-the-Go Tags to the Authority within fifteen (15) months of receipt of such Tags. The Authority will deactivate all Tags not sold or returned within fifteen (15) months of delivery. Merchant shall pay the Authority a \$5.00 restocking fee for each unsold E-ZPass On-the-Go Tag it returns to the Authority in excess of fifteen (15) months from date Merchant has taken delivery of Tag.

**IV. TERM AND TERMINATION**

**Section 4.1 - Term**

This Agreement shall commence upon the Authority's acceptance of Merchant's Application and the execution of this Agreement by both parties. This Agreement shall continue in existence until terminated by either party.

**Section 4.2 - Termination of Retail Location Participation in Program**

The Authority shall have the right, in its sole discretion, to disapprove and terminate the participation of any of Merchant's retail locations in the E-ZPass On-the-Go program, and such action shall in no event be deemed a breach of contract. In the event the Authority exercises that right Merchant shall immediately return to the Authority all E-ZPass On-the-Go Tags that Merchant has in its possession at those retail locations. The Authority will refund to Merchant \$21.00 for each such Tag returned provided the Tag packaging is unopened and in good condition with no physical wear and tear, and there has been no transaction activity on the Tag.

**Section 4.3 - Suspension, Abandonment and Termination**

A. The Authority shall have the right, in its sole discretion, to postpone, suspend, abandon or terminate this Agreement at any time and for any reason, and such action shall in no event be deemed a breach of contract. This includes the Authority's right to terminate this Agreement at any time in the event the Authority finds that Merchant is non-responsible or has failed to accurately disclose vendor responsibility information. In the event the Authority exercises its right to postpone, suspend, abandon or terminate this Agreement, Merchant shall immediately return to the Authority all E-ZPass On-the-Go Tags that Merchant has in its possession. The Authority will refund to Merchant \$21.00 for each such Tag returned provided the Tag packaging is unopened and in good condition with no physical wear and tear, and there has been no transaction activity on the Tag.

B. Merchant may terminate this Agreement upon forty-five (45) days written notice to the Authority. To effectuate such termination, Merchant must return to the Authority all E-ZPass On-the-Go Tags that Merchant has in its possession. The Authority will refund to Merchant \$21.00 for each such Tag returned provided the Tag packaging is unopened and in good condition with no physical wear and tear, and there has been no transaction activity on the Tag.

**V. MISCELLANEOUS**

**Section 5.1 - Damages for Delay**

Merchant agrees that it shall not make any charges or claims for damages against the Authority for any delays or hindrances from any cause whatsoever during the progress of any portion of the E-ZPass On-the-Go program.

**Section 5.2 - Notices**

Any notices permitted or required to be given hereunder shall be in writing and shall be delivered personally, sent by overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

Authority: New York State Thruway Authority  
E-ZPass Assistant Operations Manager  
200 Southern Boulevard  
Albany, New York 12209

Merchant: At the location identified on the Application, as may be updated or amended by Merchant.

**Section 5.3 - Liability**

Merchant shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of Merchant in connection with its participation in the E-ZPass On-the-Go program. Further, it is expressly understood that Merchant shall indemnify and save harmless the Authority and/or the State of New York, as their interests may appear, from claims, suits, actions, damages, and costs of every name and description resulting from the negligence of Merchant, and such indemnity shall not be limited by reasons of any insurance coverage. However, Merchant shall not be required to indemnify the Authority for that portion of any claim, suit, action, damage or cost which arises due to the negligent act or omission of the Authority and shall not be required to indemnify the State of New York for that portion of any claim, suit, action, damage or cost which arises due to the negligent act or omission of the State. The provisions of this section shall survive the expiration or termination of this Agreement.

**Section 5.4 - Governing Law**

This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**Section 5.5 - No Waiver of Provisions**

The Authority's failure to exercise or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Authority of any right or remedy under this Agreement shall be effective unless made in a writing duly executed by an authorized officer of the Authority, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this Agreement.

**Section 5.6 - Severability Clause**

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, but shall remain binding and effective as against all parties hereto.

**Section 5.7 - Entire Agreement**

This Agreement, together with the Application and any other appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This Agreement may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.

EXECUTED AFTER APPROVAL



Office of the New York State Comptroller  
 New York State and Local Retirement System  
 Employees' Retirement System  
 Police and Fire Retirement System  
 110 State Street, Albany, New York 12244-0001

# Standard Work Day and Reporting Resolution

## RS 2417-A

(12/10)

BE IT RESOLVED, that the Town of Cicero / Location code 30220 hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the time keeping system records of the record of activities maintained and submitted by these officials to the clerk of this body:

Title	Name	Social Security Number (Last 4 digits)	Registration Number	Standard Work Day (Hrs./day)	Term Begins/Ends	Participates in Employer's Time Keeping System (Y/N)	Days/Month (based on Record of Activities)	Tier 1 (Check only if member's in Tier 1)	Not Submitted (Check box if no record of activities completed or timekeeping system)
<b>Elected Officials</b>									
Town Justice	Douglas M DeMarche Jr	[REDACTED]	[REDACTED]	8	01/01/2011-12/31/2014	N	5.62	<input type="checkbox"/>	<input type="checkbox"/>
Town Justice	David C Breffett Jr	[REDACTED]	[REDACTED]	8	01/01/2013-12/31/2016	N	5.62	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Appointed Officials</b>									
								<input type="checkbox"/>	<input type="checkbox"/>
								<input type="checkbox"/>	<input type="checkbox"/>
								<input type="checkbox"/>	<input type="checkbox"/>

If additional rows are needed, please use form RS2417-B and attach.

On this 12 day of June, 2013 Date enacted: \_\_\_\_\_

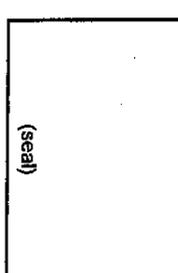
I, \_\_\_\_\_, clerk of the governing board of the Town of Cicero of the State of New York, do hereby certify that I have

compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the 12th day of June, 2013 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

I further certify that the full board, consists of 5 members, and that 5 of such members were present at such meeting and that 5 of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I have hereunto Set my hand and the seal of the Town of Cicero

This document consists of 1 page(s) (see additional RS2417-B forms attached).



## National Grid Small Business Program Overview

**Customer Name:** Town of Cicero-Indoor/Outdoor  
**Customer Address:** 8236 Brewerton Road, Highway Garage, Cicero , NY 13039  
**Application Number:** 2997052

### National Grid Small Business Program Overview:

Total National Grid Small Business Program Cost:	\$ 21,554.91
*Prevailing Wage:	\$ 3,138.27
National Grid Small Business Program Incentive:	\$ 11,909.41
<b>**Total Out of Pocket Customer Contribution:</b>	<b>\$ 9,645.50</b>
<b>National Grid Contribution Percentage:</b>	<b>55.25 %</b>

### Value Analysis:

Estimated Annual Energy Savings:	\$ 7,000.10
Estimated Monthly Energy Savings:	\$ 583.34
<b>Simple Payback Period (months):</b>	<b>16.53</b>

### National Grid Program Cost Payment Options:

*Lump Sum Payment (15% Discount):	\$ 8,879.90
<b>Payback with Lump Sum Option (months):</b>	<b>15.22</b>
*12 Monthly Payments (Interest Free):	\$ 803.79
<b>Estimated Profit/Month During Payment Plan:</b>	<b>-\$ 220.45</b>
*24 Monthly Payments (Interest Free):	\$ 401.90
<b>Estimated Profit/Month During Payment Plan:</b>	<b>\$ 181.45</b>

### Non-Incentivized/Price Adjustment Cost:

This cover's all cost outside of the standard cost for material and labor which is generated for work scope outside of a standard 1 for 1 lighting replacement for items such as aerial lifts, additional wiring, tube guards, revised layout requests & customer specific requests, etc. This cost is not incentivized by National Grid and cannot be financed on your National Grid Bill.

***Price Adjustment Cost:	\$ 1,681.20
<b>Simple Payback Period w/Price Adjustment Cost (months):</b>	<b>19.42</b>
<b>Simple Payback Period w/Price Adjustment Cost using Lump Sum (months):</b>	<b>18.10</b>

\*Prevailing Wage required or requested is not incentivized by National Grid or eligible for Lump Sum Discount.

\*\*1st invoice will be on National Grid Bill on 1st or 2nd Electric Bill AFTER project is complete

\*\*\*Invoiced after completion of project by installation contractor, SmartWatt Energy Inc.

# Energy Savings Plan



DETAIL

Date: 6/20/2013

Application Number: 2997052

<b>Customer Name:</b>	TOWN OF CICERO HIGHWAY GARAG	<b>Application Number :</b>	2997052
<b>DBA Name:</b>	TOWN OF CICERO-INDOOR/OUTDOOR	<b>Account Number:</b>	38963-94114
<b>Address :</b>	8236 BREWERTON RD	<b>Telephone :</b>	315-699-8109
<b>City :</b>	CICERO	<b>Contact Name :</b>	TRACEY COSILMON
<b>State and Zip :</b>	NY 13039	<b>Auditor Name :</b>	CHRIS MASTRIANNI
<b>Facility Square Footage :</b>	10000	<b>Audit Date :</b>	

ECM Id	Site Location	ECM Code	ECM Description	Kit Type	Quantity	KW Savings	KWH Savings
128258 1	01-terry's Office	447	Fluor - 2L4 T8/EL	Fluorescent Eight Foot Fixture Retrofit Kit	1	0.12	368.16
128258 3	02-foremans Office	447	Fluor - 2L4 T8/EL	Fluorescent Eight Foot Fixture Retrofit Kit	2	0.24	736.32
128258 5	03-foremans Office	447	Fluor - 2L4 T8/EL	Fluorescent Eight Foot Fixture Retrofit Kit	2	0.24	736.32
128258 7	04-hallway	127	LED - 1W - HW	Compact Fluorescent New Fixture Hardwired Interior Kit	1	0.03	102.96
128258 8	05-upstairs	457	Fluor - 2L4 T8/LP	Fluorescent Relamp/Reballast Kit (1-2-3 lamps)	4	0.17	524.16
128259 0	06-upstairs	447	Fluor - 2L4 T8/EL	Fluorescent Eight Foot Fixture Retrofit Kit	1	0.04	121.68
128259 2	07-upstairs	447	Fluor - 2L4 T8/EL	Fluorescent Eight Foot Fixture Retrofit Kit	3	0.35	1,104.48
128259 4	08-upstairs Bathroom	497	Fluor - 2L4 T8/LP 28W	Fluorescent Relamp/Reballast Kit (1-2-3 lamps)	3	0.11	355.68
128259 5	09-left Wall Outside Bath	457	Fluor - 2L4 T8/LP	Fluorescent Relamp/Reballast Kit (1-2-3 lamps)	3	0.13	393.12
128259 7	10-garage	465	Fluor - 2L4 T8HL	Fluorescent Eight Foot Fixture Retrofit Kit	17	1.68	7,001.28
128260 4	11-garage	914	Fluor - 4L T5HO	HID Interior Fixture Installation Kit	14	3.09	12,871.04

# Energy Savings Plan



DETAIL

Application Number: 2997052

Date: 6/20/2013

ECM Id	Site Location	ECM Code	ECM Description	Kit Type	Quantity	KW Savings	KWH Savings
1282605	12-right Wall In Garage	457	Fluor - 2L4 T8/LP	Fluorescent Relamp/Reballast Kit (1-2-3 lamps)	1	0.04	131.04
1282606	13-back Exterior	101	LED - 41W - HW	HID Exterior Fixture Installation Kit	2	0.51	2,403.86
1282607	14-front Bays	101	LED - 41W - HW	HID Exterior Fixture Installation Kit	4	1.02	4,807.71
1282608	15-pole 1	131	LED - 93W - HW	HID Exterior Fixture Installation Kit	4	1.45	6,851.94
1282609	16-pole 2	131	LED - 93W - HW	HID Exterior Fixture Installation Kit	4	1.45	6,851.94
1282610	17-pole 3	131	LED - 93W - HW	HID Exterior Fixture Installation Kit	4	1.45	6,851.94
1282611	18-plow Salt Bays	101	LED - 41W - HW	HID Exterior Fixture Installation Kit	4	1.02	4,807.71
1282612	19-diesall Pump	130	LED - 50W - HW	HID Exterior Fixture Installation Kit	1	0.25	1,159.34
1282613	11-garage	OccCeil1	Occupancy Sensor - Ceiling	Occupancy Sensor Ceiling Unit Kit	14	3.28	4,769.86
<b>Total</b>						<b>16.65</b>	<b>62,950.52</b>

SUMMARY  
 Application Number: 2997052

Date: 6/20/2013

<b>Customer Name:</b>	TOWN OF CICERO HIGHWAY GARAG	<b>Application Number :</b>	2997052
<b>DBA Name:</b>	TOWN OF CICERO-INDOOR/ OUTDOOR	<b>Account Number:</b>	38963-94114
	8236 BREWERTON RD	<b>Telephone :</b>	315-699-8109
<b>City :</b>	CICERO	<b>Contact Name :</b>	TRACEY COSILMON
<b>State and Zip :</b>	NY 13039	<b>Auditor Name :</b>	CHRIS MASTRIANNI
<b>Facility Square Footage :</b>	10000	<b>Audit Date :</b>	

**Save money on your electric bill by using energy more efficiently. And, through the power of action, you reduce greenhouse gases (CO2) annually by 69,246 pounds.**

Estimated Annual Savings ( KWH)
62,950.52

Estimated Annual Savings in Dollars
\$7,000.10

Estimated Job Cost	Prevailing Wage	Lift Charge	Mount Charge	Estimated Customer Contribution	Estimated National Grid Contribution
\$21,554.91	\$3,138.27	\$907.00	\$496.20	\$9,645.50	\$11,909.41

Payback Period in Months
17

**No upfront cost to you - finance your contribution on your monthly electric bill.  
 Choose from 3 convenient payment options.**

Lump Sum Payment ( Additional 15% Discount)
\$8,879.90

12 Monthly Payments ( Interest Free)
\$803.79

24 Monthly Payments ( Interest Free)
\$401.90

## Energy Calculations

		Pre-Install (Baseline)							Post-Install (Proposed)							Energy Savings	
Action #	Location Description	# of Baseline Fixtures	NOP	Pre-Install Fixture Code	Pre Watts per Fixture	Pre KW Demand	Pre Hours of Annual Operation	Pre Kwh	Proposed # of Fixtures	Proposed Fixture Code	Proposed Sensor System	Proposed Watts per Fixture	Proposed KW Demand	Proposed Hours of Annual Operation	Annual Proposed Kwh	KW Demand Saved	Kwh Saved
1	Terrys Office	1	0	S8/2F75/M	173	0.17	3,120	540	1	RKS8/2F32/N		55	0.06	3,120	172	0.12	368
2	Foremans Office	2	0	S8/2F75/M	173	0.35	3,120	1,080	2	RKS8/2F32/N		55	0.11	3,120	343	0.24	736
3	Foremans Office	2	0	S8/2F75/M	173	0.35	3,120	1,080	2	RKS8/2F32/N		55	0.11	3,120	343	0.24	736
4	Hallway	1	0	XI/34	34	0.03	3,120	106	1	NX/LED		1	0.00	3,120	3	0.03	103
5	Upstairs	4	0	S4/2F40/M	94	0.38	3,120	1,173	4	RLRB/2F32/L		52	0.21	3,120	649	0.17	524
6	Upstairs	1	0	IH4/2F40/M	94	0.09	3,120	293	1	RKIH8/2F32/N		55	0.06	3,120	172	0.04	122
7	Upstairs	3	0	S8/2F75/M	173	0.52	3,120	1,619	3	RKS8/2F32/N		55	0.16	3,120	515	0.35	1,104
8	Upstairs Bathroom	3	0	O4/2F34/M	80	0.24	3,120	749	3	RLRB/2F28/L		42	0.13	3,120	393	0.11	356
9	Left Wall outside bathroom	3	0	S4/2F40/M	94	0.28	3,120	880	3	RLRB/2F32/L		52	0.16	3,120	487	0.13	393
10	Garage	17	0	S8/2F75/M	173	2.94	4,160	12,235	17	RKS8/2F32/H		74	1.26	4,160	5,233	1.68	7,001
11	Garage	14	0	MH/400	455	6.37	4,160	26,499	14	NHB/4F54/H-Open	FIXTURE MOUNTED	234	3.28	2,704	8,858	3.09	17,641
12	Right Wall in Garage	1	0	S4/2F40/M	94	0.09	3,120	293	1	RLRB/2F32/L		52	0.05	3,120	162	0.04	131
13	Back Exterior	2	0	MH/250	295	0.59	4,732	2,792	2	NFLOOD/LED/41-LITH		41	0.08	4,732	388	0.51	2,404
14	Front Bays	4	0	MH/250	295	1.18	4,732	5,584	4	NFLOOD/LED/41-LITH		41	0.16	4,732	776	1.02	4,808
15	Pole 1	4	0	MH/400/FL	455	1.82	4,732	8,612	4	NFLOOD/LED/93-5SARM-BETA		93	0.37	4,732	1,760	1.45	6,852
16	Pole 2	4	0	MH/400/FL	455	1.82	4,732	8,612	4	NFLOOD/LED/93-5SARM-BETA		93	0.37	4,732	1,760	1.45	6,852
17	Pole 3	4	0	MH/400/FL	455	1.82	4,732	8,612	4	NFLOOD/LED/93-5SARM-BETA		93	0.37	4,732	1,760	1.45	6,852

## Energy Calculations

		Pre-Install (Baseline)							Post-Install (Proposed)							Energy Savings	
Action #	Location Description	# of Baseline Fixtures	NOP	Pre-Install Fixture Code	Pre Watts per Fixture	Pre KW Demand	Pre Hours of Annual Operation	Pre Kwh	Proposed # of Fixtures	Proposed Fixture Code	Proposed Sensor System	Proposed Watts per Fixture	Proposed KW Demand	Proposed Hours of Annual Operation	Annual Proposed Kwh	KW Demand Saved	Kwh Saved
18	Plow Salt Bays	4	0	MH/250	295	1.18	4,732	5,584	4	NFLOOD/LED/41-LITH		41	0.16	4,732	776	1.02	4,808
19	Diesal Pump	1	0	MH/250	295	0.30	4,732	1,396	1	NFLOOD/LED/50-5SARM-BETA		50	0.05	4,732	237	0.24	1,159
<b>Total:</b>															13.37	62,951	

# Terms & Conditions



Date: 6/20/2013

Customer Name:	TOWN OF CICERO HIGHWAY GARAG	Vendor:	SMARTWATT ENERGY INC.
Address:	8236 BREWERTON RD	Audit Date:	
Town, State, and Zip Code:	CICERO, NY 13039	Auditor	CHRIS MASTRIANNI
Account Number:	38963-94114	Application No:	2997052

National Grid ("Company") is offering an energy conservation program ("Program") to certain commercial and industrial customers ("Customer") that have an average monthly demand less than or equal to 100 kW. Under the Program, the Company is arranging the installation of certain energy efficiency measures ("Measures") at the facilities of eligible customers. Customer agrees to have a contractor hired by the Company for the Program install the Measures and pay a portion of the installation cost as described in Section Six listed below. The following are terms and conditions that govern the Program and the installation of the Measures:

## 1. Measures to be Installed

An independent contractor ("Installation Contractor") hired by the Company will install at Customer's property the conservation Measures described in Section Six below. The Installation Contractor shall permanently disable all lamps replaced pursuant to this Agreement (make them unfit for reuse). The disposal of any lighting equipment which is removed (with exception of fluorescent ballasts and lamps) will be the responsibility of the participating Customer. The disposal of any fluorescent ballasts and lamps will be the responsibility of an outside contractor hired by the Company.

## 2. Installation Date

The Installation Contractor will attempt to install the Measures within thirty (30) days of Customer signing this Agreement.

## 3. Warranty and Disclaimers

- The Company will provide a one-time equipment replacement free of charge for any equipment that fails to operate according to manufacturer's specifications for a period of two years after the date of the original installation. Lamps will be warranted for one year.
- Customer may have other warranty rights that may have been provided by the manufacturer of the devices installed under this Agreement. Customer, however, may exercise such rights only against the manufacturer, and not against the Company or its affiliates.
- OTHER THAN THE REPLACEMENT WARRANTY STATED IN SUBPARAGRAPH 3(a) ABOVE, NEITHER THE COMPANY NOR ITS AFFILIATES MAKE ANY WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE
- The Company does not guarantee that the Measures will, in fact, save any level of energy or result in a lowering of the customer's electric utility bill.
- Neither the Company nor its affiliates shall be liable to Customer for consequential or incidental damages arising out of the Program, whether in contract, tort (including negligence) or any other theory of recovery.

## 4. Access to Property

- Customer will provide reasonable access to Customer's property during normal business hours for Installation Contractor to perform the installation work.
- In addition, the Customer will allow the Company to make a reasonable number of follow-up visits during the twenty-four months following installation, with advance notice and at a time convenient to the customer. The purpose of the follow-up visits is to provide the Company with an opportunity to review the operation of the Measures for program education purpose. During the follow-up visits, the Company may make suggestions to the Customer regarding operation of the Measures, but the Customer is under no obligation to follow any such suggestions. If the Customer does follow any instructions, the Company will not be liable to the Customer in tort (including negligence) for the Customer's reliance on the suggestions.

## 5. Discretion of Installation Contractor

When undertaking the installation, the Installation Contractor or the Company (at their sole discretion) may choose not to make the installations specified below for reasons related to safety, discovery of unforeseen conditions, or the complete utilization of the Company's program budget.

Initial Here: \_\_\_\_\_

# Terms & Conditions



Date: 6/20/2013

Customer Name:	TOWN OF CICERO HIGHWAY GARAG	Application No:	2997052
Address:	8236 BREWERTON RD		
Town, State, and Zip Code:	CICERO, NY 13039		

## 6. Equipment and Customer Contribution

(a) The Installation Contractor will install the equipment listed on the attached Small Business Energy Savings Plan, incorporated herein by reference. The estimated cost of the installation including the estimated cost of the Customer's contribution is also itemized on this report. The Customer may choose to pay its cost contribution over twelve or twenty-four months or may choose to pay it in one lump sum. If the Customer chooses to pay it in one lump sum, the Company shall discount the Customer's contribution by 15%.

**The Customer opts to pay its cost contribution by (check one):**

- Lump sum payment of \$8,879.90 includes Customer discount of 15%
- Twelve (12) monthly payments of \$803.79 per month
- Twenty-four (24) monthly payments of \$401.90 per month

(b). The Customer shall pay no more than the estimated cost shown on the report. If the actual cost of the installation is less than the estimated cost or if the Installation Contractor chooses not to make an installation in accordance with Section 5, the Installation Contractor shall adjust the customer's contribution and advise the Customer.

## 7. Participation in Other Energy Efficiency Programs

The installed measures are not eligible for incentives from other energy efficiency programs.

## 8. Authorized Signature of Customer

By signing below, the Customer agrees to the applicability of the terms and conditions described above.

**CUSTOMER ADDRESS WHERE MEASURES WILL BE INSTALLED:**

TOWN OF CICERO HIGHWAY GARAG  
8236 BREWERTON RD  
CICERO, NY 13039

Signature: \_\_\_\_\_

Name(Print): \_\_\_\_\_

Title: \_\_\_\_\_

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

Incorporated

Not Incorporated

If Not Incorporated, Federal ID # \_\_\_\_\_

# General Program Overview and Customer Responsibilities

Date: 06/21/2013

---

**Customer Name:** Town of Cicero-Indoor/Outdoor

**Address:** 8236 Brewerton Road, Highway Garage

**Town, State and Zip:** Cicero , NY 13039

\*\*The National Grid Small Business program provides energy savings incentives for the 1 for 1 replacement and retro-fit of existing fixtures utilizing the existing electrical wiring and mounting hardware present in the customer facility. Any additional wiring and/or labor which has not been presented by the auditor as part of the Price Adjustment Report or prior to installing the proposed lighting upgrade will result in additional cost passed along to the customer at the time of installation. This additional cost will be presented to the customer at the time these conditions are discovered, and the customer will have the right to cancel work in which additional cost is presented. If this work is canceled, all cost, savings, and incentives as proposed for the basic actions removed will be eliminated from the National Grid invoice for work completed.

**\*National Grid is not liable, responsible or affiliated with any of the additional work listed.**

\*\*All lamps and ballast which are being replaced must be recycled as part of this program. The customer does not have the option to keep this material for future use.

\*\* In accordance with general electrical safety protocol, all circuits must be labeled on the panel prior to installation. If the panel boxes are not labeled, there will be a pass through fee of \$250.00 after the job is closed out.

\*\*All general waste and disposal generated by installation of the proposed project is the responsibility of the customer to dispose of. This includes fixtures housing, scrap metal, new lighting material packaging, etc. SmartWatt Energy Inc. can coordinate the general waste disposal for the project for an additional fee if agreed to and paid for by the customer before such work begins.

\*\*All lifts and staging cost are the responsibility of the customer. If for any reason the auditor has not included additional cost for lifts and/or staging, and it is found that lifts and/or staging is needed to complete the proposed actions by the electrical contractor during installation, the customer must agree to this additional cost before installation of the proposed actions can take place. This additional cost will be presented to the customer at the time these conditions are discovered, and the customer will have the right to cancel work in which additional cost is

\*\*The customer must provide reasonable access to all lighting fixtures and property where work must be completed to install the proposed scope of work. If immovable objects are present which will lengthen the time required to install the proposed scope of work, the cost associated for this additional time is the responsibility of the customers. Any additional cost which has not been presented by the auditor as part of the Price Adjustment Agreement and Price Adjustment report will result in additional cost passed along to the customer at the time of

\*\*The scope of work as proposed will be the scope of work which is installed. Any changes to this scope of work at the request of the customer resulting in additional labor and/or material cost to SmartWatt Energy Inc. will be passed along to the customer at the conclusion of the project. These additional costs will be provided to the customer before additional work begins and the customer will have the right to install these changes to the scope of work with their own sub-contracted labor if requested. These changes include, but are not limited to;

Prepared by SmartWatt Energy

# SmartWatt Additional Work

Date: 06/21/2013

**Customer Name:** Town of Cicero-Indoor/Outdoor  
**Address:** 8236 Brewerton Road, Highway Garage  
**Town, State and Zip:** Cicero , NY 13039

The below line items represent the Price Adjustment Report which will be invoiced to the customer directly by SmartWatt Energy:

Description of Work	Notes	Price/Unit	Number of Units	Price Adjustment Cost
BWC12 Mounting Adapter		\$ 140.10	12	\$ 1,681.20
<b>Total Price Adjustment Cost:</b>				\$ 1,681.20
<b>0.00% Tax:</b>				\$ 0.00
<b>Total Cost:</b>				\$ 1,681.20

**Equipment and Customer Contribution**

(a) SmartWatt will provide the additional work and services as listed on the attached SmartWatt Price Adjustment Report, incorporated herein by reference. These additional items may include wiring costs, fixture relocations, caps offs, permit fees, cost for work performed after normal day work hours, lift equipment, disposal, and other special applications. In addition, the costs involved with updates required to meet electrical codes/standards are the responsibility of the customer.

(b) The Customer is to pay in full \$1681.20 after signing the SmartWatt Price Adjustment Agreement and net 10 days upon invoice after completion of the project.

(c) SmartWatt has based the Lift rental cost and delivery charges on the most common weekly rate. At the end of the project, if it is found that the rental fee has been overstated, SmartWatt will return the unused portion via a return check. If it does become necessary for the rental to be extended longer than the original projection, additional money will be owed. SmartWatt will provide an Invoice for this additional cost and request payment made with 10 days of receipt of Invoice.

**By signing below, the customer agrees to the applicability by the Installation Contractor (SmartWatt Energy Inc.) of all Customer Responsibilities as described above and the terms and conditions for payment of the Price Adjustment Report.**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name(Print): \_\_\_\_\_

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

TAX ID (required for contract processing if additional cost is included): \_\_\_\_\_

Email Address (used for warranty registration & billing only): \_\_\_\_\_

Fax Number (used for warranty registration & billing only): \_\_\_\_\_

## Lift Rental Waiver

**Customer Name:** Town of Cicero-Indoor/Outdoor  
**Address:** 8236 Brewerton Road, Highway Garage  
**City, State and Zip:** Cicero , NY 13039

A review of your Project indicates that a Lift or Staging may be needed to complete the installation of fixtures. As a service to you, SmartWatt can arrange for the delivery of the specified equipment to the project. If such service is desired, please complete the Price Adjustment Agreement.

If you can provide a satisfactory Lift or Staging that meets OSHA standards yourself, or if you prefer to arrange for the rental of the necessary equipment, that is acceptable. For Safety reasons, SmartWatt must approve all lift equipment/staging prior to the start of the installation to ensure OSHA compliance and fitness for the proposed tasks. Customer supplied lifts are limited to electric scissor lifts and electric articulated-jib boom lifts (scaffolding, tow-behind lifts and personnel lifts are not acceptable). Other OSHA approved lift/staging methods (scaffolding, tow-behind lifts and personnel lifts) are subject to approval of SmartWatt and additional usage charges; provided they meet the above requirements.

All lift equipment must be; insured with liability & property damage insurances at the coverage standard coverage levels for aerial lift equipment, in average to good condition, fully functional at the time of the install, fully dedicated to the installation and inspected for fitness of use within 90 days by a registered aerial lift service company.

Furthermore, the installation contractor may determine that the use of a lift/staging may be required for reasons related to safety, discovery of unforeseen conditions, or the complete utilization of the Company's program budget. Upon such discovery, the customer will be notified of the conditions and be responsible for all cost incurred for the use of a Lift or Staging, or choose not to have the items requiring the Lift or Staging installed.

**If lift equipment is not available or adequate at time of installation, customer will pay a \$500 charge.**

Lift/Staging charges which are unforeseen will be passed along at the direct cost charged by the Equipment provider. Copies of invoices for this equipment are available upon customer request.

Type of Lift	Units	Price/Unit	Price
26' Rough Terrain Lift Per Week	1	\$ 551.00	\$ 551.00
Man Lift Delivery & Pick - Up/Environmental Fees	1	\$ 356.00	\$ 356.00
<b>Total Lift Rental Cost:</b>			<b>\$ 907.00</b>
<b>0.00% Tax:</b>			<b>\$ 0.00</b>
<b>Total Cost:</b>			<b>\$ 907.00</b>

YES, I do want SmartWatt to arrange for the rental of the necessary Lift / Staging equipment.

NO, I do not want SmartWatt to arrange for the rental of the necessary Lift / Staging equipment. I will arrange for the OSHA approved Lift / Staging equipment. I agree to pay \$500.00 if I fail to provide approved equipment at the time of installation.

**IF NO IS SELECTED - Amount removed from Total Project Cost: \$ 907.00**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name(Print): \_\_\_\_\_

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

Prepared by SmartWatt Energy

## Gas Programs

### Prescriptive Incentives

Go to [www.smartenergy-zone.com/nationalgridny](http://www.smartenergy-zone.com/nationalgridny) or call **1-877-316-9491** to reserve funds and obtain a Web Submission ID.

#### Gas High-Efficiency Space and Water Heating Equipment

Incentives range from \$100 to \$12,000 for installing high efficiency furnaces, boilers, infrared heaters, condensing unit heaters, integrated water heater/non-condensing boilers or indirect fired water heaters. This program applies to existing buildings, new construction and oil and propane conversions to natural gas.

#### Natural Gas Controls

Installing programmable thermostats in your facility or adding boiler reset controls to your heating system lowers your operating costs while maintaining comfortable indoor temperatures.

Natural Gas Controls	Incentive
Programmable Thermostats	\$ 25 each
Boiler Reset, Single-Stage, After Factory Install	\$ 150 each
Boiler Reset, Multi-Stage, After Factory Install	\$ 250 each

#### Insulation

Installing insulation is an important factor in reducing your facility's heating and cooling costs and increasing your building's comfort.

Insulation	Incentive
Pipe insulation (maximum 500 linear feet)	\$1.50 per linear foot
Roof/Attic insulation	20% of the installed cost
Wall insulation	20% of the installed cost

*Maximum of \$10,000 incentive per account for roof/attic and wall insulation.*

#### Commercial Gas-Fired Kitchen Equipment

Energy Efficient Equipment	Incentive
ENERGY STAR® Fryer	\$1,000 each
ENERGY STAR® Commercial Convection Oven	\$1,000 each
ENERGY STAR® Commercial Steamer	\$ 500 each
Commercial Rack Oven	\$1,000 each
Commercial Conveyor Oven	\$1,000 each
Commercial Combination Oven	\$ 800 each

#### Steam Trap Survey Program

Replacing or repairing non-operating steam traps significantly improves the reliability and efficiency of your steam systems. Receive up to \$2,500 to conduct a steam trap survey and receive an additional \$2,500 if you install 50% of the recommended repairs. Install new, rebuilt or retrofit traps and get rewarded by receiving an incentive of \$25 per steam trap, up to a maximum of 100 traps.

### Custom Incentives

#### EMS - Energy Management Systems & Hotel Occupancy Sensors

Contact your National Grid representative for custom gas incentives.

#### Custom Gas Projects

Tailored to a customer's specific needs, custom gas incentives are offered to help customers target unique energy efficiency opportunities (e.g., combustion controls, thermal blanket insulation, or re-using waste heat to pre-heat water/air) that result in substantial energy savings.

Custom pre-approved projects receive a one-time incentive based on estimated first-year therm savings up to 50% of project costs, to a maximum of \$250,000 for existing facilities.

#### Engineering Studies

Custom projects requiring technical expertise may apply for and receive 50% of the cost of an engineering study up to \$10,000.

## National Grid Small Business Program Overview

**Customer Name:** Town of Cicero-Indoor/Outdoor  
**Customer Address:** 8236 Brewerton Road, Cicero, NY 13039  
**Application Number:**

### National Grid Small Business Program Overview:

Total National Grid Small Business Program Cost:	\$ 2,832.45
*Prevailing Wage:	\$ 935.10
National Grid Small Business Program Incentive:	\$ 1,328.14
<b>**Total Out of Pocket Customer Contribution:</b>	<b>\$ 1,504.30</b>
<b>National Grid Contribution Percentage:</b>	<b>46.89 %</b>

### Value Analysis:

Estimated Annual Energy Savings:	\$ 2,021.16
Estimated Monthly Energy Savings:	\$ 168.43
<b>Simple Payback Period (months):</b>	<b>8.93</b>

### National Grid Program Cost Payment Options:

*Lump Sum Payment (15% Discount):	\$ 1,418.92
<b>Payback with Lump Sum Option (months):</b>	<b>8.42</b>
*12 Monthly Payments (Interest Free):	\$ 125.36
<b>Estimated Profit/Month During Payment Plan:</b>	<b>\$ 43.07</b>
*24 Monthly Payments (Interest Free):	\$ 62.68
<b>Estimated Profit/Month During Payment Plan:</b>	<b>\$ 105.75</b>

### Non-Incentivized/Price Adjustment Cost:

This cover's all cost outside of the standard cost for material and labor which is generated for work scope outside of a standard 1 for 1 lighting replacement for items such as aerial lifts, additional wiring, tube guards, revised layout requests & customer specific requests, etc. This cost is not incentivized by National Grid and cannot be financed on your National Grid Bill.

***Price Adjustment Cost:	\$ 0.00
<b>Simple Payback Period w/Price Adjustment Cost (months):</b>	<b>8.93</b>
<b>Simple Payback Period w/Price Adjustment Cost using Lump Sum (months):</b>	<b>8.42</b>

\*Prevailing Wage required or requested is not incentivized by National Grid or eligible for Lump Sum Discount.

\*\*1st invoice will be on National Grid Bill on 1st or 2nd Electric Bill AFTER project is complete

\*\*\*Invoiced after completion of project by installation contractor, SmartWatt Energy Inc.

# Energy Savings Plan

## SUMMARY

Application Number:

Date: 06/21/2013

<b>Customer Name:</b>	Town of Cicero	<b>Application Number:</b>	
<b>DBA Name:</b>	Town of Cicero-Indoor/Outdoor	<b>Account Number:</b>	8176396104
<b>City:</b>	Cicero	<b>Telephone:</b>	3156998109
<b>State and Zip:</b>	NY 13039	<b>Contact name:</b>	Tracey Cosilmon
<b>Facility Square Footage:</b>	3000	<b>Auditor Name:</b>	cmastrianni
		<b>Audit Date:</b>	6/18/13 9:00 AM

**Save money on your electric bill by using energy more efficiently. And, through the power of action, you reduce greenhouse gases (CO<sub>2</sub>) annually by 8,612 pounds.**

Estimated Annual Savings (KWH)
18,175.89

Estimated Annual Savings in Dollars
\$ 2,021.16

Estimated Job Cost
\$ 2,832.45

Prevailing Wage
\$ 935.10

Lift Charge
null

Estimated Customer Contribution
\$ 1,504.30

Estimated National Grid Contribution
\$ 1,328.14

Payback Period in Months
8.93

**No upfront cost to you - finance your contribution on your monthly electric bill.  
 Choose from 3 convenient payment options.**

Lump Sum Payment (Additional 15% Discount)
\$ 1,418.92

12 Monthly Payments (Interest Free)
\$ 125.36

24 Monthly Payments (Interest Free)
\$ 62.68

## Energy Calculations

		Pre-Install (Baseline)							Post-Install (Proposed)							Energy Savings	
Action #	Location Description	# of Baseline Fixtures	NOP	Pre-Install Fixture Code	Pre Watts per Fixture	Pre KW Demand	Pre Hours of Annual Operation	Pre Kwh	Proposed # of Fixtures	Proposed Fixture Code	Proposed Sensor System	Proposed Watts per Fixture	Proposed KW Demand	Proposed Hours of Annual Operation	Annual Proposed Kwh	KW Demand Saved	Kwh Saved
1	Front Desk	2	0	W4/2F40/M	94	0.19	8,736	1,642	2	RLRB/2F28/L		42	0.08	8,736	734	0.10	909
2	Angelas Office	5	0	I/40	40	0.20	3,640	728	5	RL/LED3.5/CANDEL ABRA/DI		4	0.02	3,640	73	0.18	655
3	Kitchen	2	0	O4/2F34/M	80	0.16	3,640	582	2	RLRB/2F28/L		42	0.08	3,640	306	0.08	277
4	Kitchen Closet	1	0	I/60	60	0.06	2,600	156	1	RL/CF13/TWIST		15	0.02	2,600	39	0.04	117
5	Bathroom	3	0	I/40	40	0.12	2,600	312	3	RL/CF9EL/G25/1/BL		11	0.03	2,600	86	0.09	226
6	Sergeant Office	2	0	I/60	60	0.12	8,736	1,048	2	RL/CF13/TWIST		15	0.03	8,736	262	0.09	786
7	Chiefs Office	2	0	I/60	60	0.12	8,736	1,048	2	RL/CF13/TWIST		15	0.03	8,736	262	0.09	786
8	Server Room	2	0	I/60	60	0.12	8,736	1,048	2	RL/CF13/TWIST		15	0.03	8,736	262	0.09	786
9	Hallway	4	0	I/60	60	0.24	8,736	2,097	4	RL/CF13/TWIST		15	0.06	8,736	524	0.18	1,572
10	Back Hall	1	0	O4/2F34/M	80	0.08	8,736	699	1	RLRB/2F28/L		42	0.04	8,736	367	0.04	332
11	Vestible	1	0	O4/2F34/M	80	0.08	8,736	699	1	RLRB/2F28/L		42	0.04	8,736	367	0.04	332
12	Investigator Room	4	0	O4/2F34/M	80	0.32	8,736	2,796	4	RLRB/2F28/L		42	0.17	8,736	1,468	0.15	1,328
13	Interview Room	2	0	O4/2F34/M	80	0.16	8,736	1,398	2	RLRB/2F28/L		42	0.08	8,736	734	0.08	664
14	Vestible	3	0	I/60	60	0.18	8,736	1,572	3	RL/CF13/TWIST		15	0.04	8,736	393	0.14	1,179
15	Room off Vestible	1	0	TF/4F40/M	188	0.19	8,736	1,642	1	RKWTF/2F28/L		42	0.04	8,736	367	0.15	1,275
16	Room off Vestible	1	0	XI/I/34	34	0.03	8,736	297	1	NX/LED		1	0.00	8,736	9	0.03	288
17	Copier Room	2	0	W4/2F40/M	94	0.19	8,736	1,642	2	RLRB/2F28/L		42	0.08	8,736	734	0.10	909

## Energy Calculations

		Pre-Install (Baseline)							Post-Install (Proposed)							Energy Savings	
Action #	Location Description	# of Baseline Fixtures	NOP	Pre-Install Fixture Code	Pre Watts per Fixture	Pre KW Demand	Pre Hours of Annual Operation	Pre Kwh	Proposed # of Fixtures	Proposed Fixture Code	Proposed Sensor System	Proposed Watts per Fixture	Proposed KW Demand	Proposed Hours of Annual Operation	Annual Proposed Kwh	KW Demand Saved	Kwh Saved
18	Interview Room	1	0	W4/2F40/M	94	0.09	8,736	821	1	RLRB/2F28/L		42	0.04	8,736	367	0.05	454
19	Booking Room	4	0	W4/2F40/M	94	0.38	8,736	3,285	4	RLRB/2F28/L		42	0.17	8,736	1,468	0.21	1,817
20	Seargants Office	2	0	W4/2F40/M	94	0.19	8,736	1,642	2	RLRB/2F28/L		42	0.08	8,736	734	0.10	909
21	Library Room	1	0	W4/2F40/M	94	0.09	8,736	821	1	RLRB/2F28/L		42	0.04	8,736	367	0.05	454
22	Bathrooms	2	0	W2/2F20/M	56	0.11	2,600	291	2	RLRB/2F17/L		26	0.05	2,600	135	0.06	156
23	Police Garage	5	0	S8/2F75/M	173	0.86	2,080	1,799	5	RKS8/2F32/N		55	0.28	2,080	572	0.59	1,227
24	Evidence Room	2	0	S8/2F75/M	173	0.35	2,080	720	2	RKS8/2F32/N		55	0.11	2,080	229	0.24	491
25	Evidence Room	1	0	S8/2F75/M	173	0.17	2,080	360	1	RKS8/2F32/N		55	0.06	2,080	114	0.12	245
<b>Total:</b>															<b>3.08</b>	<b>18,176</b>	



# Terms & Conditions

Date: 06/21/2013

<b>Customer Name:</b>	Town of Cicero-Indoor/Outdoor	<b>Vendor:</b>	SMARTWATT ENERGY INC
<b>Address:</b>	8236 Brewerton Road	<b>Audit Date:</b>	6/18/13 9:00 AM
<b>Town, State and Zip:</b>	Cicero, NY 13039	<b>Auditor Name:</b>	cmastrianni
<b>Account Number:</b>	8176396104	<b>Application Number:</b>	

National Grid ("Company") is offering an energy conservation program ("Program") to certain commercial and industrial customers ("Customer") that have an average monthly demand less than or equal to 100 kW. Under the Program, the Company is arranging the installation of certain energy efficiency measures ("Measures") at the facilities of eligible customers. Customer agrees to have a contractor hired by the Company for the Program install the Measures and pay a portion of the installation cost as described in Section Six listed below. The following are terms and conditions that govern the Program and the installation of the Measures.

### 1. Measures to be Installed

An independent contractor ("Installation Contractor") hired by the Company will install at Customer's property the conservation Measures described in Section Six below. The Installation Contractor shall permanently disable all lamps replaced pursuant to this Agreement (make them unfit for reuse). The disposal of any lighting equipment which is removed (with exception of fluorescent ballasts and lamps) will be the responsibility of the participating Customer. The disposal of any fluorescent ballasts and lamps will be the responsibility of an outside contractor hired by the Company.

### 2. Installation Date

The Installation Contractor will attempt to install the Measures within thirty (30) days of Customer signing this Agreement.

### 3. Warranty and Disclaimers

- (a) The Company will provide a one-time equipment replacement free of charge for any equipment that fails to operate according to manufacturer's specifications for a period of two years after the date of the original installation. Lamps will be warranted for one year.
- (b) Customer may have other warranty rights that may have been provided by the manufacturer of the devices installed under this Agreement. Customer, however, may exercise such rights only against the manufacturer, and not against the Company or its affiliates.
- (c) OTHER THAN THE REPLACEMENT WARRANTY STATED IN SUBPARAGRAPH 3(a) ABOVE, NEITHER THE COMPANY NOR ITS AFFILIATES MAKE ANY WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE
- (d) The Company does not guarantee that the Measures will, in fact, save any level of energy or result in a lowering of the customer's electric utility bill.
- (e) Neither the Company nor its affiliates shall be liable to Customer for consequential or incidental damages arising out of the Program, whether in contract, tort (including negligence) or any other theory of recovery

### 4. Access to Property

- (a) Customer will provide reasonable access to Customer's property during normal business hours for Installation Contractor to perform the installation work.
- (b) In addition, the Customer will allow the Company to make a reasonable number of follow-up visits during the twenty-four months following installation, with advance notice and at a time convenient to the customer. The purpose of the follow-up visits is to provide the Company with an opportunity to review the operation of the Measures for program education purpose. During the follow-up visits, the Company may make suggestions to the Customer regarding operation of the Measures, but the Customer is under no obligation to follow any such suggestions. If the Customer does follow any instructions, the Company will not be liable to the Customer in tort (including negligence) for the Customer's reliance on the suggestions.

### 5. Discretion of Installation Contractor

When undertaking the installation, the Installation Contractor or the Company (at their sole discretion) may choose not to make the installations specified below for reasons related to safety, discovery of unforeseen conditions, or the complete utilization of the Company's program budget.

Initial Here: \_\_\_\_\_

# Terms & Conditions

Date: 06/21/2013

Customer Name: Town of Cicero-Indoor/Outdoor

Vendor: SMARTWATT ENERGY INC

Address: 8236 Brewerton Road

Audit Date: 6/18/13 9:00 AM

Town, State and Zip: Cicero, NY 13039

Auditor Name: cmastrrianni

Account Number: 8176396104

Application Number:

## 6. Equipment and Customer Contribution

(a) The Installation Contractor will install the equipment listed on the attached Small Business Energy Savings Plan, incorporated herein by reference. The estimated cost of the installation including the estimated cost of the Customer's contribution is also itemized on this report. The Customer may choose to pay its cost contribution over twelve or twentyfour months or may choose to pay it in one lump sum. If the Customer chooses to pay it in one lump sum, the Company shall discount the Customer's contribution by 15%.

The Customer opts to pay its cost contribution by (check one):

Lump sum paymnet of \$1418.93 includes Customer discount of 15%

Twelve (12) monthly payments of \$125.36 per month

Twenty-four (24) monthly payments of \$62.68 per month

(b). The Customer shall pay no more than the estimated cost shown on the report. If the actual cost of the installation is less than the estimated cost or if the Installation Contractor chooses not to make an installation in accordance with Section 5, the Installation Contractor shall adjust the customer's contribution and advise the Customer.

## 7.Participation in Other Energy Efficiency Programs

The installed measures are not eligible for incentives from other energy efficiency programs.

## 8. Authorized Signature of Customer

By signing below, the Customer agrees to the applicability of the terms and conditions described above.

### CUSTOMER ADDRESS WHERE MEASURES WILL BE INSTALLED:

Town of Cicero-Indoor/Outdoor

8236 Brewerton Road

Cicero, NY 13039

Signature: \_\_\_\_\_

Name(Print): \_\_\_\_\_

Title: \_\_\_\_\_

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

Incorporated

Not Incorporated

If Not Incorporated, Federal ID # \_\_\_\_\_

# General Program Overview and Customer Responsibilities

Date: 06/21/2013

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**Customer Name:** Town of Cicero-Indoor/Outdoor

**Address:** 8236 Brewerton Road

**Town, State and Zip:** Cicero, NY 13039

\*\*The National Grid Small Business program provides energy savings incentives for the 1 for 1 replacement and retro-fit of existing fixtures utilizing the existing electrical wiring and mounting hardware present in the customer facility. Any additional wiring and/or labor which has not been presented by the auditor as part of the Price Adjustment Report or prior to installing the proposed lighting upgrade will result in additional cost passed along to the customer at the time of installation. This additional cost will be presented to the customer at the time these conditions are discovered, and the customer will have the right to cancel work in which additional cost is presented. If this work is canceled, all cost, savings, and incentives as proposed for the basic actions removed will be eliminated from the National Grid invoice for work completed.

**\*National Grid is not liable, responsible or affiliated with any of the additional work listed.**

\*\*All lamps and ballast which are being replaced must be recycled as part of this program. The customer does not have the option to keep this material for future use.

\*\* In accordance with general electrical safety protocol, all circuits must be labeled on the panel prior to installation. If the panel boxes are not labeled, there will be a pass through fee of \$250.00 after the job is closed out.

\*\*All general waste and disposal generated by installation of the proposed project is the responsibility of the customer to dispose of. This includes fixtures housing, scrap metal, new lighting material packaging, etc. SmartWatt Energy Inc. can coordinate the general waste disposal for the project for an additional fee if agreed to and paid for by the customer before such work begins.

\*\*All lifts and staging cost are the responsibility of the customer. If for any reason the auditor has not included additional cost for lifts and/or staging, and it is found that lifts and/or staging is needed to complete the proposed actions by the electrical contractor during installation, the customer must agree to this additional cost before installation of the proposed actions can take place. This additional cost will be presented to the customer at the time these conditions are discovered, and the customer will have the right to cancel work in which additional cost is

\*\*The customer must provide reasonable access to all lighting fixtures and property where work must be completed to install the proposed scope of work. If immovable objects are present which will lengthen the time required to install the proposed scope of work, the cost associated for this additional time is the responsibility of the customers. Any additional cost which has not been presented by the auditor as part of the Price Adjustment Agreement and Price Adjustment report will result in additional cost passed along to the customer at the time of

\*\*The scope of work as proposed will be the scope of work which is installed. Any changes to this scope of work at the request of the customer resulting in additional labor and/or material cost to SmartWatt Energy Inc. will be passed along to the customer at the conclusion of the project. These additional costs will be provided to the customer before additional work begins and the customer will have the right to install these changes to the scope of work with their own sub-contracted labor if requested. These changes include, but are not limited to;

Prepared by SmartWatt Energy

# SmartWatt Additional Work

Date: 06/21/2013

**Customer Name:** Town of Cicero-Indoor/Outdoor  
**Address:** 8236 Brewerton Road  
**Town, State and Zip:** Cicero, NY 13039

The below line items represent the Price Adjustment Report which will be invoiced to the customer directly by SmartWatt Energy:

Description of Work	Notes	Price/Unit	Number of Units	Price Adjustment Cost
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## NO ADDITIONAL WORK NEEDED

### Equipment and Customer Contribution

(a) SmartWatt will provide the additional work and services as listed on the attached SmartWatt Price Adjustment Report, incorporated herein by reference. These additional items may include wiring costs, fixture relocations, caps offs, permit fees, cost for work performed after normal day work hours, lift equipment, disposal, and other special applications. In addition, the costs involved with updates required to meet electrical codes/standards are the responsibility of the customer.

(b) The Customer is to pay in full \$0.00 after signing the SmartWatt Price Adjustment Agreement and net 10 days upon invoice after completion of the project.

(c) SmartWatt has based the Lift rental cost and delivery charges on the most common weekly rate. At the end of the project, if it is found that the rental fee has been overstated, SmartWatt will return the unused portion via a return check. If it does become necessary for the rental to be extended longer than the original projection, additional money will be owed. SmartWatt will provide an Invoice for this additional cost and request payment made with 10 days of receipt of Invoice.

By signing below, the customer agrees to the applicability by the Installation Contractor (SmartWatt Energy Inc.) of all Customer Responsibilities as described above and the terms and conditions for payment of the Price Adjustment Report.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name(Print): \_\_\_\_\_

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

TAX ID (required for contract processing if additional cost is included): \_\_\_\_\_

Email Address (used for warranty registration & billing only): \_\_\_\_\_

Fax Number (used for warranty registration & billing only): \_\_\_\_\_

## Lift Rental Waiver

**Customer Name:** Town of Cicero-Indoor/Outdoor

**Address:** 8236 Brewerton Road

**City, State and Zip:** Cicero, NY 13039

A review of your Project indicates that a Lift or Staging may be needed to complete the installation of fixtures. As a service to you, SmartWatt can arrange for the delivery of the specified equipment to the project. If such service is desired, please complete the Price Adjustment Agreement.

If you can provide a satisfactory Lift or Staging that meets OSHA standards yourself, or if you prefer to arrange for the rental of the necessary equipment, that is acceptable. For Safety reasons, SmartWatt must approve all lift equipment/staging prior to the start of the installation to ensure OSHA compliance and fitness for the proposed tasks. Customer supplied lifts are limited to electric scissor lifts and electric articulated-jib boom lifts (scaffolding, tow-behind lifts and personnel lifts are not acceptable). Other OSHA approved lift/staging methods (scaffolding, tow-behind lifts and personnel lifts) are subject to approval of SmartWatt and additional usage charges; provided they meet the above requirements.

All lift equipment must be; insured with liability & property damage insurances at the coverage standard coverage levels for aerial lift equipment, in average to good condition, fully functional at the time of the install, fully dedicated to the installation and inspected for fitness of use within 90 days by a registered aerial lift service company.

Furthermore, the installation contractor may determine that the use of a lift/staging may be required for reasons related to safety, discovery of unforeseen conditions, or the complete utilization of the Company's program budget. Upon such discovery, the customer will be notified of the conditions and be responsible for all cost incurred for the use of a Lift or Staging, or choose not to have the items requiring the Lift or Staging installed.

**If lift equipment is not available or adequate at time of installation, customer will pay a \$500 charge.**

Lift/Staging charges which are unforeseen will be passed along at the direct cost charged by the Equipment provider. Copies of invoices for this equipment are available upon customer request.

Type of Lift	Units	Price/Unit	Price
<b>Total Lift Rental Cost:</b>			
<b>0.00% Tax:</b>			
<b>Total Cost:</b>			

YES, I do want SmartWatt to arrange for the rental of the necessary Lift / Staging equipment.

NO, I do not want SmartWatt to arrange for the rental of the necessary Lift / Staging equipment. I will arrange for the OSHA approved Lift / Staging equipment. I agree to pay \$500.00 if I fail to provide approved equipment at the time of installation.

**IF NO IS SELECTED - Amount removed from Total Project Cost:**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name(Print): \_\_\_\_\_

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

Prepared by SmartWatt Energy

## Gas Programs

### Prescriptive Incentives

Go to [www.smartenergy-zone.com/nationalgridny](http://www.smartenergy-zone.com/nationalgridny) or call **1-877-316-9491** to reserve funds and obtain a Web Submission ID.

#### Gas High-Efficiency Space and Water Heating Equipment

Incentives range from \$100 to \$12,000 for installing high efficiency furnaces, boilers, infrared heaters, condensing unit heaters, integrated water heater/non-condensing boilers or indirect fired water heaters. This program applies to existing buildings, new construction and oil and propane conversions to natural gas.

#### Natural Gas Controls

Installing programmable thermostats in your facility or adding boiler reset controls to your heating system lowers your operating costs while maintaining comfortable indoor temperatures.

Natural Gas Controls	Incentive
Programmable Thermostats	\$ 25 each
Boiler Reset, Single-Stage, After Factory Install	\$ 150 each
Boiler Reset, Multi-Stage, After Factory Install	\$ 250 each

#### Insulation

Installing insulation is an important factor in reducing your facility's heating and cooling costs and increasing your building's comfort.

Insulation	Incentive
Pipe insulation (maximum 500 linear feet)	\$1.50 per linear foot
Roof/Attic insulation	20% of the installed cost
Wall insulation	20% of the installed cost

*Maximum of \$10,000 incentive per account for roof/attic and wall insulation.*

#### Commercial Gas-Fired Kitchen Equipment

Energy Efficient Equipment	Incentive
ENERGY STAR® Fryer	\$1,000 each
ENERGY STAR® Commercial Convection Oven	\$1,000 each
ENERGY STAR® Commercial Steamer	\$ 500 each
Commercial Rack Oven	\$1,000 each
Commercial Conveyor Oven	\$1,000 each
Commercial Combination Oven	\$ 800 each

#### Steam Trap Survey Program

Replacing or repairing non-operating steam traps significantly improves the reliability and efficiency of your steam systems. Receive up to \$2,500 to conduct a steam trap survey and receive an additional \$2,500 if you install 50% of the recommended repairs. Install new, rebuilt or retrofit traps and get rewarded by receiving an incentive of \$25 per steam trap, up to a maximum of 100 traps.

### Custom Incentives

#### EMS - Energy Management Systems & Hotel Occupancy Sensors

Contact your National Grid representative for custom gas incentives.

#### Custom Gas Projects

Tailored to a customer's specific needs, custom gas incentives are offered to help customers target unique energy efficiency opportunities (e.g., combustion controls, thermal blanket insulation, or re-using waste heat to pre-heat water/air) that result in substantial energy savings.

Custom pre-approved projects receive a one-time incentive based on estimated first-year therm savings up to 50% of project costs, to a maximum of \$250,000 for existing facilities.

#### Engineering Studies

Custom projects requiring technical expertise may apply for and receive 50% of the cost of an engineering study up to \$10,000.