

Agenda Attachments

October 5, 2017 Town Board Meeting

Local Law Filing – Town of Lysander

Local Law No. 5 of the year 2017

Section 117-16(A) of the Town of Lysander Code is hereby amended as follows:

In the event the Planning Board determines that reservation of land of adequate size and suitable purpose cannot be practically located in a proposed subdivision, the Board may condition its approval of the subdivision upon payment to the Town of a fee, set by the Town Board by resolution, which sum shall be deposited in a trust fund of the Town to be used exclusively for the acquisition and/or development of parks, playgrounds, recreation, community trails or open land areas of the Town.

This Local Law shall take effect upon filing with the Secretary of State.

DRAFT

TOWN of LYSANDER
8220 LOOP ROAD
BALDWINSVILLE, NEW YORK 13027
(315) 638-4264

Agenda Item "B"

September 27, 2017

Lysander Town Board
8220 Loop Road
Baldwinsville, NY 13027

Re: Giddings Crest Section C-7

Subj: Punch list Security Reduction

Dear Town Board Members:

The owner of the Giddings Crest Section C-7 subdivision recently completed several of the remaining punch list items. At this time I would recommend that the Town Board reduce the Punch List security requirement to \$5,000, as shown in the attached revised punch list.

Regards



Allen J. Yager, P.E.
Town of Lysander Engineer

Attachments

Cc: Dan Bargabos

Revised 9/27/17

Final Punch List

Giddings Crest Section C-7

September 30, 2014

1. Furnish and install 1 1/2" Type 6F asphalt top course and tack coat	\$ 35,050
	(9/27/17)
2. Place topsoil, seed and establish turf in road right of way	\$ 2,000
	\$ 1,000
	(9/27/17)
3. Clean closed drainage system Once all land in the development has been stabilized and the asphalt top course has been placed	\$ 2,000
4. Install monuments	<u>\$ 2,000</u>
Total	\$ 41,050
	\$ 5,000
	(9/27/17)

Permit Issued Under Section 149 of the Highway Law **Agenda Item "C"**

Distribution: 1 copy Municipality
~~1 copy OCWA~~ copy to File#13

Project No. 4170068

The undersigned, the Town Superintendent of Highways of the Town of Lysander, County of Onondaga, upon the written application of ONONDAGA COUNTY WATER AUTHORITY, dated on the _____ day of _____, _____, and filed with him/her, as provided by Section 149 of the Highway Law, hereby grants permission to said applicant to install ~1,325' of 8" and 12" DICL water main and appurtenances as shown on the attached map entitled: **12" Extension, Timberbanks Section 3, Phase 2, Town of Lysander.** Map file #1774, Sheet 12, dated 9/18/17 with plan-approved date of 9/18/17.

Note: All affected pavement to be repaired / replaced.

This permit is granted subject to the following conditions:

1. The work authorized by this permit shall be performed in a manner satisfactory to the Town Superintendent.
2. The applicant is to keep in good repair all pipes, hydrants or appurtenances which may be placed within the bounds of the highway under terms of this permit and is to save the Town harmless from all damages which may accrue by reason of their location in the highway, and upon notice by the Town Superintendent, agrees to make any repairs required for the protection and preservation of the highway; and further agrees that upon failure of the applicant to make such repairs, they may be made by the Town Superintendent at the expense of the applicant and such expense shall be a prior lien upon the land benefited by the use of the highway for such pipes, hydrants and appurtenances.
3. The drainage, sewer or water pipes or appurtenances which are laid under this permit shall be so placed as not to interrupt or interfere with public travel upon the highway; and the earth removed must be replaced, and the highway left in all respects in as good condition as before the work was performed.
4. That such drainage, sewer or water pipes must be placed at least four (4) feet below and in such a manner as in no way to interfere with the pavement, shoulders or drainage ditches of the highway and that portion of the trench which passes under the pavement shall be bored or pipe-driven and in no case shall the pavement be disturbed. Upon the completion of the work, the highway shall be left in as good condition as before the work was performed and to the satisfaction of the Town Superintendent.
5. It is agreed by the applicant that any injury or disturbance of the pavement portion of the highway, its shoulders or drainage ditches which may occur hereafter by reason of the laying of said drainage, sewer or water pipes and their appurtenances shall be repaired by and at the expense of the applicant to the satisfaction of the Town Superintendent.
6. The said Town Superintendent may, upon the failure of the applicant to comply with any of the conditions contained herein, revoke this permit and remove any pipes or hydrants, or other appurtenances, which may have been placed in the highway under this permit.
7. If the road upon which this permit is issued is at the time of issuance a Town highway, and should it be thereafter improved as a State highway or County road, or by any municipality, it is agreed that the applicant shall, before its improvement at the applicant's own expense, remove drainage, sewer or water pipes or appurtenances which may be placed under this permit and will relay the same in conformity with the directions of the engineer in charge of such improvement and in accordance with the rules and regulations prescribed by the State Superintendent of Public works or the county Superintendent of Highways as the case may be.
8. The undersigned applicant agrees to accept full responsibility and liability because of said work and further agrees to save the Town of _____ and the County of _____ free from any and all responsibility and liability thereof.

Dated this _____)

Day of _____)

Town Superintendent

I hereby agree to conform to the conditions contained in the foregoing permit.

ONONDAGA COUNTY WATER AUTHORITY
Patrick Sherlock, P.E., Engineering Manager

The undersigned, members of the Town Board of the Town of _____, hereby consent to the grant of the foregoing permit.

Agenda Item "D"

A local law to override the tax levy limit established in General Municipal Law 3-c.

Be it enacted by the Town Board of the Town of Lysander as follows:

§ 1. Purpose

It is the purpose of this local law to permit the Town Board for the Town of Lysander to override the limit on the amount of real property taxes that may be levied pursuant to General Municipal Law § 3-c, and to allow the Town Board to adopt a town budget for (a) town purposes (b) fire protection districts and (c) any other special or improvement district governed by the town board for the fiscal year 2016, which requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c. Such override is necessary and in the best interests of the Town.

§ 2. Authority

This local law is adopted pursuant to subdivision 5 of General Municipal Law § 3-c, which expressly authorizes the Town Board to override the real property tax levy limit for the coming fiscal year by the adoption of a local law approved by vote of sixty percent (60%) of the Town Board.

§ 3. Tax Levy Limit Override

The Town Board of the Town of Lysander, County of Onondaga is hereby authorized to adopt a budget for the fiscal year 2016 that requires a real property tax levy in excess of the limit specified in General Municipal Law § 3-c.

§ 4. Severability.

If any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

§ 5. Effective date.

This local law shall take effect immediately upon filing with the Secretary of State.

National Grid Small Business Program

Financial Summary

Customer Name: Town of Lysander-Highway Garage
Customer Address: 2730 West Entry Rd, Baldwinsville, New York 13027
Application Number:

Agenda Item "E"

Financial Summary

Total National Grid Small Business Program Cost:	\$ 5,547.46
*Prevailing Wage:	\$ 0.00
National Grid Small Business Program Incentive:	\$ 3,129.19
**Total Out of Pocket Customer Contribution:	\$ 2,418.27
National Grid Contribution Percentage:	56.41 %

Value Analysis:

Estimated Annual Energy Savings:	\$ 1,933.14
Estimated Monthly Energy Savings:	\$ 161.10
Simple Payback Period (months):	15.01

National Grid Program Cost Payment Options:

*Lump Sum Payment (5 % Discount):	\$ 2,297.36
Payback with Lump Sum Option (months):	14.26
*12 Monthly Payments (Interest Free):	\$ 201.52
Estimated Profit/Month During Payment Plan:	-\$ 40.43

Non-Incentivized/Price Adjustment Cost:

This covers 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
Simple Payback Period w/Price Adjustment Cost (months):	15.01
Simple Payback Period w/Price Adjustment Cost using Lump Sum (months):	14.26

*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: 09/14/2017

Customer Name:	TOWN OF LYSANDER	Application Number:	
DBA Name:	Town of Lysander-Highway Garage	Account Number:	419132004
City:	Baldwinsville	Telephone:	315-857-0291
State and Zip:	New York 13027	Contact name:	Al Yager
Facility Square Footage:	10000	Auditor Name:	ppierce
		Audit Date:	9/14/17 10:00 AM

Save money on your electric bill by using energy more efficiently. And, through the power of action, you reduce greenhouse gases (CO2) annually by 8,612 pounds.

Estimated Annual Savings (KWH)
17,384.38

Estimated Annual Savings in Dollars
\$ 1,933.14

Estimated Job Cost
\$ 5,547.46

Prevailing Wage
\$ 0.00

Lift Charge

Estimated Customer Contribution
\$ 2,418.27

Estimated National Grid Contribution
\$ 3,129.19

Payback Period in Months
15

**No upfront cost to you - finance your contribution on your monthly electric bill.
 Choose from 2 convenient payment options.**

Lump Sum Payment (Additional 5 % Discount)
\$ 2,297.36

12 Monthly Payments (Interest Free)
\$ 201.52

Energy Calculations

Lighting Location				Lighting Baseline				Lighting Proposed				Lighting Savings				
Line	Location Description	Floor	Qty	Code	Watts	KW	Annual Hours	kWh	Code	Watts	KW	Control	Annual Hours	kWh	Delta kW	Annual kWh
1	3 Bulb 2x4 Troffers	1	39	TF/3F32/E	83	3.24	3,900	12,624	RL/3LED10/L	33	1.29	LECONOFF	3,900	5,019	1.95	7,605
2	2 bulb Wrap Fixtures	1	3	W4/2F32/E	55	0.16	1,820	300	RL/2LED10/L	22	0.07	LECONOFF	1,820	120	0.10	180
3	2 bulb Industrial Hood Fixtures	1	29	IH8/2F32/E	55	1.60	3,380	5,391	RL/2LED14/L	30	0.87	LECONOFF	3,380	2,941	0.72	2,450
4	4 bulb Industrial Hood Fixtures	1	45	IH8/4F32/E	107	4.82	3,380	16,275	RL/4LED14/L	60	2.70	LECONOFF	3,380	9,126	2.12	7,149
Totals			116			9.81		34,590			4.92			17,206	4.89	17,384

Action Summary Report

Total Project Quantity	Proposed Action Code	Proposed Action Description	Locations
45	RL/4LED14/L	LED 4FT T8 LAMP	4 bulb Industrial Hood
39	RL/3LED10/L	4' 3 LAMP 10 W RELAMP LOW POWER	3 Bulb 2x4 Troffers
29	RL/2LED14/L	LED 4FT T8 LAMP, 4000K	2 bulb Industrial Hood
3	RL/2LED10/L	4' 2 LAMP LED 10W RELAMP LOW POWER	2 bulb Wrap Fixtures

Terms & Conditions

Date: 09/14/2017

Customer Name:	Town of Lysander-Highway Garage	Vendor:	SMARTWATT ENERGY INC
Address:	2730 West Entry Rd	Audit Date:	9/14/17 10:00 AM
Town, State and Zip:	Baldwinsville, New York 13027	Auditor Name:	ppierce
Account Number:	419132004	Application Number:	

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 110 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. Measure installations must be completed between 1/1/2017 - 12/31/2017.

3. Warranties 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: 09/14/2017

Customer Name: Town of Lysander-Highway Garage

Vendor: SMARTWATT ENERGY INC

Address: 2730 West Entry Rd

Audit Date: 9/14/17 10:00 AM

Town, State and Zip: Baldwinsville, New York 13027

Auditor Name: ppierce

Account Number: 419132004

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 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 5%.

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

Lump sum payment of \$2297.36 includes Customer discount of 5%

Twelve (12) monthly payments of \$201.52 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, and has the authority to commit to the obligations of this agreement.

CUSTOMER ADDRESS WHERE MEASURES WILL BE INSTALLED:

Town of Lysander-Highway Garage

2730 West Entry Rd

Baldwinsville, New York 13027

Signature: _____

Name(Print): _____

Title: _____

Date: _____

Incorporated

Not Incorporated

If Not Incorporated, Federal ID # _____

General Program Overview and Customer Responsibilities

Date: 09/14/2017

Customer Name: Town of Lysander-Highway Garage

Address: 2730 West Entry Rd

Town, State and Zip: Baldwinsville, New York 13027

**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 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.

**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 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.

**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; changes to the scope of work to increase light levels and the removal of equipment installed as part of the proposed scope of work which is no longer wanted by the customer after installation.

Prepared by SmartWatt Energy

SmartWatt Additional Work

Date: 09/14/2017

Customer Name: Town of Lysander-Highway Garage
Address: 2730 West Entry Rd
Town, State and Zip: Baldwinsville, New York 13027

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): _____

National Grid Small Business Program

Financial Summary

Customer Name: Town of Lysander - Municipal Building
Customer Address: 8220 Loop Road , Baldwinsville, NY 13027
Application Number:

Financial Summary

Total National Grid Small Business Program Cost:	\$ 3,699.87
*Prevailing Wage:	\$ 0.00
National Grid Small Business Program Incentive:	\$ 2,219.92
**Total Out of Pocket Customer Contribution:	\$ 1,479.95
National Grid Contribution Percentage:	60.00 %

Value Analysis:

Estimated Annual Energy Savings:	\$ 1,560.55
Estimated Monthly Energy Savings:	\$ 130.05
Simple Payback Period (months):	11.38

National Grid Program Cost Payment Options:

*Lump Sum Payment (5 % Discount):	\$ 1,405.95
Payback with Lump Sum Option (months):	10.81
*12 Monthly Payments (Interest Free):	\$ 123.33
Estimated Profit/Month During Payment Plan:	\$ 6.72

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
Simple Payback Period w/Price Adjustment Cost (months):	11.38
Simple Payback Period w/Price Adjustment Cost using Lump Sum (months):	10.81

*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: 09/14/2017

Customer Name:	TOWN OF LYSANDER	Application Number:	
DBA Name:	Town of Lysander - Municipal Building	Account Number:	2697142039
City:	Baldwinsville	Telephone:	null
State and Zip:	NY 13027	Contact name:	null null
Facility Square Footage:	12000	Auditor Name:	ppierce
		Audit Date:	9/14/17 10:00 AM

Save money on your electric bill by using energy more efficiently. And, through the power of action, you reduce greenhouse gases (CO2) annually by 8,612 pounds.

Estimated Annual Savings (KWH)
14,033.76

Estimated Annual Savings in Dollars
\$ 1,560.55

Estimated Job Cost
\$ 3,699.87

Prevailing Wage
\$ 0.00

Lift Charge

Estimated Customer Contribution
\$ 1,479.95

Estimated National Grid Contribution
\$ 2,219.92

Payback Period in Months
11

No upfront cost to you - finance your contribution on your monthly electric bill.
 Choose from 2 convenient payment options.

Lump Sum Payment (Additional 5 % Discount)
\$ 1,405.95

12 Monthly Payments (Interest Free)
\$ 123.33

Energy Calculations

Lighting Location			Lighting Baseline				Lighting Proposed				Lighting Savings					
Line	Location Description	Floor	Qty	Code	Watts	kW	Annual Hours	kWh	Code	Watts	kW	Control	Annual Hours	kWh	Delta kW	Annual kWh
1	3 Bulb 2x4 Troffers	1	21	TF/3F32/E	83	1.74	3,380	5,891	RL/3LED10/L	33	0.69	LEC/ON/OFF	3,380	2,342	1.05	3,549
2	2 Bulb 2x4 Troffers	1	94	TF/2F32/E	55	5.17	3,380	17,475	RL/2LED10/L	22	2.07	LEC/ON/OFF	3,380	6,990	3.10	10,485
Totals			115			6.91		23,366			2.76			9,332	4.15	14,034

Action Summary Report

Total Project Quantity	Proposed Action Code	Proposed Action Description	Locations
94	RL/2LED10/L	4' 2 LAMP LED 10W RELAMP LOW POWER	2 Bulb 2x4 Trofers
21	RL/3LED10/L	4' 3 LAMP 10 W RELAMP LOW POWER	3 Bulb 2x4 Trofers

Terms & Conditions

Date: 09/14/2017

Customer Name:	Town of Lysander - Municipal Building	Vendor:	SMARTWATT ENERGY INC
Address:	8220 Loop Road	Audit Date:	9/14/17 10:00 AM
Town, State and Zip:	Baldwinsville, NY 13027	Auditor Name:	ppierce
Account Number:	2697142039	Application Number:	

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 110 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. Measure installations must be completed between 1/1/2017 - 12/31/2017.

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: 09/14/2017

Customer Name: Town of Lysander - Municipal Building

Vendor: SMARTWATT ENERGY INC

Address: 8220 Loop Road

Audit Date: 9/14/17 10:00 AM

Town, State and Zip: Baldwinsville, NY 13027

Auditor Name: ppierce

Account Number: 2697142039

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 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 5%.

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

Lump sum payment of \$1405.95 includes Customer discount of 5%

Twelve (12) monthly payments of \$123.33 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, and has the authority to commit to the obligations of this agreement.

CUSTOMER ADDRESS WHERE MEASURES WILL BE INSTALLED:

Town of Lysander - Municipal Building

8220 Loop Road

Baldwinsville, NY 13027

Signature: _____

Name(Print): _____

Title: _____

Date: _____

Incorporated

Not Incorporated

If Not Incorporated, Federal ID # _____

General Program Overview and Customer Responsibilities

Date: 09/14/2017

Customer Name: Town of Lysander - Municipal Building

Address: 8220 Loop Road

Town, State and Zip: Baldwinsville, NY 13027

**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 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.

**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 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.

**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; changes to the scope of work to increase light levels and the removal of equipment installed as part of the proposed scope of work which is no longer wanted by the customer after installation.

Prepared by SmartWatt Energy

SmartWatt Additional Work

Date: 09/14/2017

Customer Name: Town of Lysander - Municipal Building
Address: 8220 Loop Road
Town, State and Zip: Baldwinsville, NY 13027

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): _____