

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Conservation	Conservation	5	14.62
	Marriage Lic.	MARRIAGE LICENSE FEE	6	105.00
	MISCELLANEOUS CASH	Certified Copies	4	40.00
	Sub-Total:			\$159.62
A2544			1	0.00
	Dog Licensing	Exempt Dogs	1	0.00
		Female, Spayed	33	462.00
		Female, Unspayed	6	132.00
		Male, Neutered	26	364.00
		Male, Unneutered	7	154.00
	Enumeration Fee	Enumeration Fee	2	60.00
	Sub-Total:			\$1,172.00

**Total Local Shares Remitted: \$1,331.62**

Amount paid to: NYS Ag. & Markets for spay/neuter program 98.00  
 Amount paid to: NYS Environmental Conservation 250.38  
 Amount paid to: State Health Dept. For Marriage Licenses 135.00

**Total State, County & Local Revenues: \$1,815.00**

**Total Non-Local Revenues: \$483.38**

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Vickie A. Conklin, Town Clerk, Town of Binghamton during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Elizabeth Bonds 11/4/21  
Supervisor Date

Vickie A. Conklin 11/1/2021  
Town Clerk Date

RECEIVED

NOV 3 - 2021

## DCO Monthly Report

Report For: October 2021TOWN OF BINGHAMTON  
VICKIE A. CONKLIN  
TOWN CLERK**Dog Pick-up Report:**

Number of Dogs Picked-up

1

Number of Dogs Returned to Owner (No Shelter)

1

Number of Dogs Taken to Shelter

0**Comments:**Found owner with  
chip reader**Shelter Report:**

Number of dogs Redeemed by Owner

0

Number of dogs Adopted from Shelter

0

Number of Dogs Euthanized

0**Lost/Injured Report:**

Number of Dogs Lost

0

Number of Dogs Found

0

Dogs Injured

0

Bite Reports

0**Complaints & Violations:**

Number of Complaints received

1

Anonymous

1

Formal

Number of Letters Sent to Violators

2Dogs running at largeRunning at large / unlicensed  
dogs**DCO:**

Total vehicle miles

Total vehicle fuel cost

          **Additional Comments:**10 Summons sent for unlicensed dogs

Submitted By:

DCO: Rita MurrayDate: 11-3-2021

RECEIVED

NOV 15 2021

TOWN OF BINGHAMTON  
VICKIE A. CONKLIN  
TOWN CLERK

OFFICE OF CODE ENFORCEMENT  
REPORT FOR THE MONTH OF OCT 21

**BUILDING CODE ISSUES**

No. of Building Permits Issued	3
No. of Property Maintenance Complaint Calls Received	2
No. of Stop Work Orders Issued	0
No. of Reports of Unsafe Structures	0
No. of ZBA Hearings Held	1
No. of Clean Fill Permits Issued	0
No. of Letters Sent to Violators	6
No. of Phone Calls	61

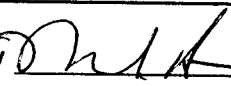
**OTHER CODE RELATED ISSUES**

No. of Calls Received about Junk Vehicles	0
No. of Calls Received about Landlord / Tenant Issues	1
No. of Fire Related Calls	0
No. of Vehicle Restoration Permits Issued	0
No. of Letters Sent to Violators	0
No. of Illegal Dumping Incidents	0
No. of Phone Calls	0
No. of Issues Resolved by Phone or in Person	0

**DOG CONTROL**

No. of Dogs Picked up	
No. of Dogs Returned to Owners without the use of Shelter	
No. of Dogs Taken to Shelter	
No. of Dogs Redeemed from Shelter	
No. of Dogs Adopted out of Shelter	
No. of Dogs Euthanized	
No. of Dogs Hit by Car - Dead	
No. of Dogs Hit by Car - Injured	
No. of Lost Dogs	
No. of Found Dogs	
No. of Dog Bites	
No. of Complaint Calls Received	
No. of Letters Sent to Violators	

**ADDITIONAL COMMENTS:**

Submitted by 

## **TOWN OF BINGHAMTON**

### **Procurement Policy**

This resolution sets forth the policies and procedures of the Town of Binghamton to meet the requirements of General Municipal Law, Section 104b.

Goods and services which are not required by law to be procured pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of public monies in the best interests of the taxpayers, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption. To further these objectives, the governing board is adopting internal policies and procedures governing all procurements of goods and services which are not required to be made pursuant to the competitive bidding requirements of General Municipal Law, Section 103 or of any other general, special or local law.

#### Procedures for Determining Whether Procurements are Subject to Bidding

The procedures for determining whether a procurement of goods and services is subject to competitive bidding and documenting the basis for any determination that competitive bidding is not required by law is as follows:

Procedure: The Department Head and the Fiscal officer will review all purchases over the amount of \$20,000.00 to determine if the item being purchased is subject to competitive bidding.

With certain exceptions, General Municipal Law, Section 103 requires competitive bidding procedures for purchase contracts in excess of \$20,000 and for public work contracts in excess of \$35,000.

Documentation: Bids to be filed with Town Clerk

#### Statutory Exceptions From These Policies and Procedures

Except for procurements made pursuant to General Municipal Law, Section 103(3) (through county contracts) or Section 104 (through state contracts), State Finance Law,

Section 175-b (from agencies for the blind or other severely handicapped, special employment programs for the mentally ill or veterans' workshops), Correction Law, Section 186 (articles manufactured in correctional institutions), or the items excepted herein (see below), alternative proposals or quotations for goods and services shall be secured by use of written requests for proposals, written quotations, verbal quotations or any other method of procurement which furthers the purposes of General Municipal Law, Section 104-b.

Method of Competition to be used for Non-Bid Procurements

Three telephone or written quotes, where possible.

The methods of procurement to be used are as follows:

- Items up to \$1499.00 - No purchase order
- Items \$1500.00 - \$5,000.00 - Subject to Purchase order, Dept. Head secures three written quotes, approved by Bookkeeper or Supervisor prior to purchase, final review by Town Board during voucher approval at the next Town Board meeting.
- Items \$5,001.00 - \$20,000.00 – Subject to Purchase order, three written or fax quotes, approved by Supervisor prior to purchase, final approval by Town Board during voucher approval at the next Town Board meeting prior to purchase.

Adequate Documentation

Documentation of actions taken in connection with each such method of procurement is required as follows:

- Purchase order - copy to be attached to voucher
- Written quotes - all three quotes to be filed with voucher; telephone quotes no longer accepted

Awards to Other than Lowest Responsible Dollar Bid/Quote

Whenever any contract is awarded to other than the lowest responsible dollar bid/quote, the reasons such an award furthers the purpose of General Municipal Law, Section 104-b as set forth herein above shall be documented as follows:

Written explanation from Department Head

Items Excepted From Policies and Procedures by Board

The Board sets forth the following circumstances when, or types of procurements for which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotations will not be in the best interest of the Town of Binghamton:

- Federal and Nationwide
- State and County Contracts
- Emergencies and Disasters
- Utilities & Postage
- Service Contracts
- Professional Services - where a contract for services exists

Annual Review

The Town Board shall annually review these policies and procedures. The Supervisor shall be responsible for conducting an annual review of the procurement policy and for an evaluation of the internal control structure established to ensure compliance with the procurement policy.

Unintentional Failure to Comply

The unintentional failure to fully comply with the provisions of General Municipal Law, Section 104-b shall not be grounds to void action taken or give rise to a cause of action against the Town of Binghamton or any officer or employee thereof.

Section 3

The Town of Binghamton encourages Section 3 businesses to participate in our bid processes.

Resolution

Adopted on June 21, 1994 by unanimous vote of the Town Board, Town of Binghamton, Broome County, New York. Amended 4/21/2009. Amended 1/3/2019.

Adopted 2/2/2021

Amended and Adopted Section 3 on 8/3/21

RESOLUTION #  
A RESOLUTION DESIGNATING THE COMMUNITY DEVELOPMENT BLOCK GRANT  
ENVIRONMENTAL CERTIFYING OFFICER  
Grant I.D. #: 105HR132-20

The Town Board of the Town of Binghamton, a municipal corporation, meeting in regular session on \_\_\_\_\_, 2021, motion was made by, \_\_\_\_\_ and seconded by \_\_\_\_\_, that the following resolution be adopted:

**WHEREAS**, the Town of Binghamton was awarded a Community Development Block Grant from the U.S. Department of Housing and Urban Development through the New York State Office of Community Renewal, as administered by the State of New York; and

**WHEREAS**, the Town of Binghamton is required to designate an environmental certifying officer for the purpose of signing required environmental documents pertaining to this CDBG award; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Supervisor of the Town of Binghamton be hereby designated as the Town's environmental certifying officer for the purpose of signing correspondence and other required documents and forms.

Those voting aye:

Those voting nay:

Motion Passed

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

## AMENDMENT TO THE TOWN'S PROCUREMENT POLICY

Minority- and Women-Owned Business Enterprise (M/WBE) Business Participation in Procurement and Contracting: In an effort to affirmatively increase procurement and contracting opportunities for minority- and women-owned business enterprises, the Town will solicit up to three MBEs and/or WBEs as part of its procurement process, when appropriate. Solicitation may be undertaken via advertisements in minority publications or direct outreach by letter or email to identified State-certified M/WBEs, or by working with a clearinghouse such as the Syracuse Minority Business Development Center. The Town's established purchase/contracting thresholds will apply.

For purposes of the above, the M/WBE must be certified by Empire State Development (ESD) through the Division of Minority and Women Business Development (DMWBD). The Town will keep documentation of M/WBE solicitation in its records and any response(s) thereto.

Section 3 Business Participation in Procurement and Contracting: For federally funded projects or activities subject to Section 3 of 24 CFR Part 135 of the Housing and Urban Development Act of 1968, as amended, the Town will, to the greatest extent feasible, facilitate participation of Section 3 residents and Section 3 businesses in the procurement of goods and services pursuant to its Section 3 Participation Plan.

Solicitation may be undertaken via advertisements in local publications encouraging Section 3 participation, or direct outreach by letter or email to identified Section 3 businesses or individuals included on the Department of Housing and Urban Development's Section 3 Businesses Registry. The Town's established purchase/contracting thresholds will apply.

The Town will keep documentation of MWBE and Section 3 solicitation in its records and any response(s) thereto.

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

Town Clerk: \_\_\_\_\_

## **INTERMUNICIPAL AGREEMENT FOR DOG CONTROL SERVICES**

**THIS AGREEMENT** made and entered into this 16<sup>th</sup> day of November, 2021 by and between the TOWN OF CONKLIN ("Conklin") a municipal subdivision of the State of New York situate in Broome County, New York, with offices at 1271 Conklin Road, Conklin, New York 13748, and the TOWN OF BINGHAMTON, ("Binghamton") a municipal subdivision of the State of New York situate in Broome County, New York, with offices at 279 Park Avenue, Binghamton NY 13903.

WITNESSETH:

**WHEREAS**, both parties currently issue dog licenses and provide dog control services within their respective municipalities; and

**WHEREAS**, New York State Agriculture and Markets Law (AML), Section 113 requires that each Town in which licenses are issued, shall appoint one or more dog control officers for the purpose of assisting with the control of dogs, licensing and the enforcement of AML; and

**WHEREAS**, AML Section 113 authorizes that in lieu of the appointment of a dog control officer, any Town may contract for dog control officer services with any other municipality; and

**WHEREAS**, Conklin has appointed a dog control officer and Binghamton has not appointed a dog control officer. The parties are desirous to contract with one another to allow Binghamton to receive dog control officer services from Conklin; and

**WHEREAS**, the designated Town of Conklin dog control officer shall have jurisdiction in each municipality and shall be empowered with all the powers and authorities of a dog control officer in each municipality.

**NOW, THEREFORE, IT IS HEREBY AGREED**, by the parties hereto as follows:

1. Conklin has appointed a dog control officer (DCO), who shall continue as the DCO for Conklin, which DCO shall continue as an at will employee of Conklin. Conklin may appoint an assistant DCO. For purpose of this Agreement, DCO and assistant DCO shall be referred to as DCO.
2. Conklin shall provide dog control officer services to Binghamton through its DCO, which DCO shall be on call for Binghamton on an as-needed basis.
3. Conklin shall direct its DCO to keep, store and maintain all Binghamton-related dog control paperwork, licenses, notices, letters, appearance tickets, files, etc. in the Binghamton Town Hall.

4. Conklin shall:

- a. Be responsible for injury to its DCO if it is a workers' compensation injury pursuant to Workers' Compensation Law Section 2(7).
- b. Pay its DCO regardless of whether the DCO's work is performed for Conklin or for Binghamton.
- c. Be liable for negligence of its DCO occurring in the performance of the DCO's duties in Binghamton in the same manner and to the same extent as if the negligence occurred in the performance of such duties in Conklin.
- d. Be responsible for all repairs to its equipment and make sure there is adequate and appropriate vehicle insurance.
- e. Shall add Binghamton as additional insured on a primary noncontributory basis on its vehicle insurance coverage for any vehicle used by the DCO, and shall pay for such costs.
- f. To the extent permitted by the law, Conklin agrees to at all times defend, indemnify, protect, save, hold harmless Binghamton and its officers, boards, employees, committee members, attorneys, agents, and consultants from any and all penalties, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, which might arise out of, or are caused by, any and all claims arising out of Conklin's obligations under this Agreement. With respect to the penalties, damages or charges referenced herein, reasonable attorneys' fees, consultants' fees, and expert witness fees are included in those costs that are recoverable by Conklin.

5. Binghamton shall:

- a. Issue all dog licenses through its Clerk's Office and keep and maintain all records related to licensing, including but not limited to notices to renew such licenses.
- b. Binghamton shall pay Conklin a flat fee of Five Hundred Sixty-two Dollars and Fifty Cents (\$562.50) per month with no other compensation or benefits for DCO services and considerations as outlined herein. Services will be billed at the beginning of each quarter and such payment shall be made on or before the 30<sup>th</sup> of the first month of each quarter.
- c. Provide, if needed, office space, storage/filing space and a computer at Binghamton Town Hall.
- d. Provide a copy of the relevant section(s) of the Town of Binghamton Code.
- e. Provide Binghamton letterhead, envelopes and stamps necessary for carrying out DCO duties in Binghamton.
- f. To the extent permitted by the law, Binghamton agrees to at all times defend, indemnify, protect, save, hold harmless Conklin and its officers, boards, employees, committee members, attorneys, agents, and consultants from any and all penalties,

damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, which might arise out of, or are caused by, any and all claims arising out of Binghamton's obligations under this Agreement. With respect to the penalties, damages or charges referenced herein, reasonable attorneys' fees, consultants' fees, and expert witness fees are included in those costs that are recoverable by Binghamton.

6. The term of this Agreement shall be from January 1, 2022 to December 31, 2022 and shall be automatically extended each year unless either party notifies the other, in writing, on or before December 1 prior to the next year that said municipality wishes to withdraw from or amend the Agreement in the ensuing calendar year. Both Parties have the right to cancel this agreement on sixty (60) days written notice.
7. Both parties do hereby agree to obtain and thereafter continue to keep in full force and affect their general liability insurance, public liability insurance and automotive insurance relative to the various services to be performed herein with limits of not less than \$500,000 per occurrence and \$500,000 annual aggregate.
8. In accordance with the provisions of section 109 of the General Municipal Law, each party hereto is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the other party.
9. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.
10. This Agreement is governed by the laws of the State of New York.
11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
12. The Supervisor of each municipality has executed this Agreement pursuant to a resolution adopted by the Town Board of said municipality at a meeting thereof duly held.
13. Any and all notices and payments required hereunder shall be addressed as set forth above, or to such other address as may hereafter be designated in writing by any party hereto.

**IN WITNESS WHEREOF**, each of the parties has caused its corporate seal to be affixed hereto and these presents to be signed by its Supervisor duly authorized to do so, and to be attested to by its Town Clerk as of the day and year first above written.

**TOWN OF CONKLIN**

By: \_\_\_\_\_  
William Dumian, Jr., Supervisor

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

Attest:

(Seal of the Town of Conklin)

By: \_\_\_\_\_  
Sherrie L. Jacobs, Town Clerk

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

**TOWN OF BINGHAMTON**

By: \_\_\_\_\_  
Elizabeth Rounds, Supervisor

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

Attest:

(Seal of the Town of Binghamton)

By: \_\_\_\_\_  
Vickie Conklin, Town Clerk

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

**INTERMUNICIPAL AGREEMENT BETWEEN  
THE TOWN OF CONKLIN AND THE TOWN OF BINGHAMTON  
TO PROVIDE CODE ENFORCEMENT SERVICES**

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of November, 2021, by and between the Town of Conklin, a municipal corporation in the State of New York having offices at 1271 Conklin Road, Conklin, New York 13748, hereinafter referred to as "Conklin" and the Town of Binghamton a municipal corporation in the State of New York having offices at 279 Park Avenue, Binghamton NY 13903, hereinafter referred to as "Binghamton," sets forth the terms and conditions by and between the parties as they relate to the provision of code enforcement service that will jointly serve each municipality.

WHEREAS, the parties, pursuant to General Municipal Law Article 5-G, are authorized to enter into a joint municipal agreement to share certain municipal obligations; and

WHEREAS, Conklin is desirous of Binghamton performing Conklin's code enforcement services and Binghamton is desirous of providing Conklin code enforcement services in return for fair consideration; and

WHEREAS, it is hereby declared that it is the intention of the parties that Binghamton will provide code enforcement services to Conklin pursuant to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants herein, the parties hereby agree as follows:

1. Binghamton shall:

- a. Binghamton shall employ a Code Enforcement Officer (CEO). Binghamton may appoint an assistant CEO. For purpose of this Agreement, CEO and Assistant CEO shall be referred to as CEO. Binghamton shall provide code enforcement officer and zoning enforcement officer services to Conklin through its CEO, which CEO shall be on call for Conklin on an as-needed basis. Binghamton shall direct its CEO to keep, store and maintain all Conklin paperwork, in the Conklin Town Hall.
- b. Be responsible for injury to its CEO if it is a workers' compensation injury pursuant to Workers' Compensation Law Section 2(7).
- c. Pay its CEO regardless of whether the CEO's work is performed for Conklin or for Binghamton.
- d. Be liable for negligence of its CEO occurring in the performance of the CEO's duties in Conklin in the same manner and to the same extent as if the negligence occurred in the performance of such duties in Binghamton.

e. Be responsible for all repairs to its equipment and make sure there is adequate and appropriate vehicle insurance.

f. Shall add Conklin as additional insured on a primary noncontributory basis on its vehicle insurance coverage for any vehicle used by the CEO, and shall pay for such costs.

g. To the extent permitted by the law, Binghamton agrees to at all times defend, indemnify, protect, save, hold harmless Conklin and its officers, boards, employees, committee members, attorneys, agents, and consultants from any and all penalties, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, which might arise out of, or are caused by, any and all claims arising out of Binghamton's obligations under this Agreement. With respect to the penalties, damages or charges referenced herein, reasonable attorneys' fees, consultants' fees, and expert witness fees are included in those costs that are recoverable by Conklin.

2. Conklin shall:

a. Continue to have and compensate its Zoning Board of Appeals, Planning Board and the boards' support staff; both boards and staff will cooperate and work with the CEO.

b. In consideration for performing the services stated herein, Conklin shall pay Binghamton \$26,444.00 on an annual basis; more specifically Conklin shall pay Binghamton a flat fee of \$2,203.66 per month with no other compensation of benefits for any code enforcement services and considerations as outlined herein.

c. Provide, if needed, office space, storage/filing space and a computer at Conklin Town Hall.

d. Provide a copy of the relevant section(s) of the Town of Conklin Code.

e. Provide Conklin letterhead, envelopes and stamps necessary for carrying out CEO duties in Conklin.

f. To the extent permitted by the law, Conklin agrees to at all times defend, indemnify, protect, save, hold harmless Binghamton and its officers, boards, employees, committee members, attorneys, agents, and consultants from any and all penalties, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, which might arise out of, or are caused by, any and all claims arising out of Conklin's obligations under this Agreement. With respect to the penalties, damages or

charges referenced herein, reasonable attorneys' fees, consultants' fees, and expert witness fees are included in those costs that are recoverable by Binghamton.

3. Fines, Fees and Other Charges. Unless otherwise specified in this Agreement, all fines, fees or other charges generated from the services/actions for properties within Conklin shall be retained by Conklin

4. Term of this Agreement. The term of this Agreement shall be from January 1, 2022 to December 31, 2022 and shall be automatically extended each year unless either party notifies the other, in writing, on or before December 1 prior to the next year that said municipality wishes to withdraw from or amend the Agreement in the ensuing calendar year. Both Parties have the right to cancel this agreement on thirty (30) days written notice.

In the event of a termination of this Agreement, any and all files, records and licenses in the possession of Binghamton pertaining to code enforcement services in Conklin shall be immediately returned to Conklin.

5. General provisions.

a. In accordance with the provisions of section 109 of the General Municipal Law, each party hereto is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the other party.

b. This Agreement constitutes the complete understanding of the parties and supersedes all prior negotiations, representations, or agreements whether written or oral. All modifications of this agreement shall be null and void unless made in writing, signed and duly approved by all of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

c. This Agreement is governed by the laws of the State of New York.

d. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

e. The Supervisor of each municipality has executed this Agreement pursuant to a resolution adopted by the Town Board of said municipality at a meeting thereof duly held.

f. Any and all notices and payments required hereunder shall be addressed as set forth above, or to such other address as may hereafter be designated in writing by any party hereto.

**IN WITNESS WHEREOF**, the parties hereto hereby affix their hands and seals on this 16<sup>th</sup> day of November, 2022.

**TOWN OF CONKLIN**

By: \_\_\_\_\_  
William Dumian, Jr., Supervisor

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

Attest:

(Seal of the Town of Conklin)

By: \_\_\_\_\_  
Sherrie L. Jacobs, Town Clerk

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

**TOWN OF BINGHAMTON**

By: \_\_\_\_\_  
Elizabeth Rounds, Supervisor

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

Attest:

(Seal of the Town of Binghamton)

By: \_\_\_\_\_  
Vickie Conklin, Town Clerk

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

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NYSEG  
Energy Saver Program

# Energy Efficiency Proposal

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Presented to:

**Binghamton Town Hall**  
Nick Pappas (Facilities  
Director/Coordinator/Manager)  
Town Of Binghamton  
279 Park Ave

Binghamton, NY, 13903  
607-772-0357 Ext.12  
Code@townofbinghamton.com

Presented by:

**John Dolaway**  
Energy Service Representative  
WILLDAN ENERGY CO.

31a Elk Terminal  
Buffalo, NY 14204  
607-222-0251  
jdolaway@willdan.com



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**Contents:**

- 2** Scope of Work
- 3** Delivery Plan
- 4** Summary
- 5** Payment Options
- 6** Participation Agreement

Accept this proposal today to join  
the many businesses that have  
already upgraded and started to  
save on their bottom line!

# Scope of Work

Building: TOWN OF BINGHAMTON		Existing Measure		Proposed Measure		Est. Energy Savings
Line	Location	Existing Type	Qty	Proposed Type	Qty	by Line Item
1	Interior: Main Level	A 2x2, 2- U-Lamp T8 Fluorescent Fixture	56	will be Retrofit with (2) 4' U-Bent RLED 4100K Lamps.	56	Watts: 1,394 kWh: 5,235 Est. Hours: 3,754
2	Interior: Main Level	A 2x4, 4-Lamp T8 NP Fluorescent Fixture	22	will be Retrofit with (4) 4' RLED 4100K Lamps.	22	Watts: 1,278 kWh: 4,799 Est. Hours: 3,754
3	Interior: Main Level	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	2	will be Retrofit with (2) 4' RLED 4100K Lamps.	2	Watts: 60 kWh: 224 Est. Hours: 3,754
4	Interior: Lower Level	A 2x4, 4-Lamp T8 NP Fluorescent Fixture	8	will be Retrofit with (4) 4' RLED 4100K Lamps.	8	Watts: 465 kWh: 1,745 Est. Hours: 3,754
5	Interior: Lower Level	A 1x4, 2-Lamp T8 NP Fluorescent Fixture	3	will be Retrofit with (2) 4' RLED 4100K Lamps.	3	Watts: 90 kWh: 337 Est. Hours: 3,754
6	Interior: Lower Level	A 1x8, 2-Lamp T12HO Fluorescent Fixture	10	will be replaced with a LED 65W 1x8 Pan Retrofit Kit w/Lens , 4000K	10	Watts: 1,594 kWh: 5,983 Est. Hours: 3,754

**Annual Total Est. kW Savings \*** **4.880**

**Annual Total Est. kWh Savings** **18,322**

**Est. Hours of Operation** **3,748**

\* 1000 Watts = 1 kW

# Delivery Plan

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## Your Energy Savings - Simplified

By participating in this program your business has the opportunity to save energy and improve your bottom line. The Small Business Energy Efficiency Program demonstrates NYSEG and RG&E's commitment to affordable and broad reaching solutions that simplify energy efficiency decisions for all customers. Our team's goal is to ensure the process of saving energy is as easy as 1-2-3.

### 1. Preparation

Once the participation agreement is complete, your project is setup and equipment is ordered. Based on the availability of the new equipment and the size of your project, orders typically arrive within 3-6 weeks.

### 2. Installation

Once the material arrives, your local installation contractor will call and schedule a convenient installation date. The day prior to your scheduled installation appointment, the installation contractor will contact you to confirm the appointment. On installation day, the contractor will review the scope of work and safety requirements with you, and proceed to perform the installation with as minimal an impact as possible to your operations.

### 3. Completion

Upon completion of the work, the Contractor will request a signed Project Completion Form to validate that the project was completed per the participation agreement and that you are completely satisfied.

## Support and Warranty

We are here to help every step of the way. To check in on the status of your project or request equipment warranty support, please call the Small Business Energy Efficiency Program Team anytime at:

**855-232-1042**

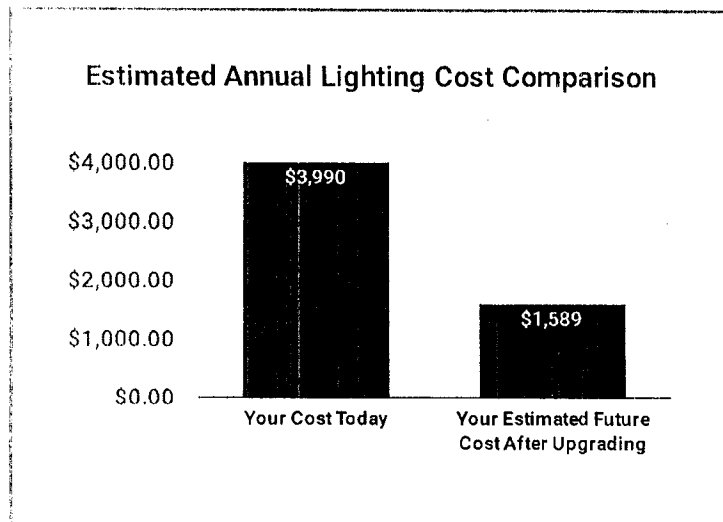
The Small Business Energy Efficiency Program team is committed to 100% customer satisfaction. We will send you a satisfaction survey to collect information on your overall experience. We are always seeking to improve the program and your feedback is very important to us.

**Thank you for your participation in the program and for your commitment to saving energy!**

# Summary

Your business could spend up to **\$2,401** less on energy per year if you take advantage of our energy efficiency upgrades we are proposing.

VALUE ADDED BENEFITS	EST. INCOME EXPECTED FROM YOUR ENERGY EFFICIENCY INVESTMENT*
✓ <b>Reduce</b> Maintenance Costs	<div>\$ Savings after</div> <div>1 Month..... <b>\$200.11</b></div>
✓ <b>Enhance</b> Employee Productivity	<div>\$ Savings after</div> <div>1 Year..... <b>\$2,401.28</b></div>
✓ <b>Increase</b> Customer Comfort to Improve Sales	<div>\$ Savings after</div> <div>5 Years..... <b>\$12,006.41</b></div>
✓ <b>Improve</b> Workplace Safety and Reduce Potential Hazards	
✓ <b>Help the Environment</b>	



Total Upgrade Cost	\$13,646.99
Utility Incentive (28%)	\$3,847.83
Your Cost (72%)	\$9,799.16
Est. Annual Savings*	\$2,401.28/yr
Est. 1st Yr Return on Investment	25%

\* Estimated savings in dollars is based on a rate of \$0.131 per kWh applied to projected kWh savings amounts. See Scope of Work for a detailed breakdown of kWh energy savings.

# Payment Options

## Option 1: Lump Sum Payment

Est. 1st year return on investment	25%
Deposit (0%)	\$0.00
Total Payment	\$9,799.16

## Option 2: Payment Plans

Term	12 Months	18 Months
Monthly Savings	\$200.12	\$200.12
Monthly Payment	\$913.44	\$608.96
Monthly Cash Flow	(\$713.32)	(\$408.84)
Total Payment	\$10,961.28	\$10,961.28

Payment plans are offered through Lime (the "Lender").

# Participation Agreement

Doing Business As: Binghamton Town Hall  
Contact: Nick Pappas  
Title: Facilities Director/Coordinator/Manager  
Company: Town Of Binghamton

Account#: 10013262778  
Address: 279 Park Ave  
Binghamton, NY, 13903  
Phone: 607-772-0357 Ext.12  
Email: Code@townofbinghamton.com

I, **Nick Pappas** (Contact Name),  
a representative of **Town Of Binghamton** (Customer) am duly authorized to sign this Customer Authorization Form on behalf of Customer.

Customer hereby authorizes "Willdan Energy Co." (Willdan) - Program Manager and its "Contractor" to perform the following work (the "Work"): Provide material and labor to replace and/or retrofit certain lighting and/or refrigeration equipment with the new, energy efficient lighting and/or refrigeration equipment at the Service Address set forth above and specified on the Energy Savings Opportunities Report (attached hereto) prepared by Willdan for Customer's Facility. Customer acknowledges that Contractor has been authorized by the New York State Electric & Gas and Rochester Gas and Electric Corporations ("NYSEG and RG&E" or "Utility") to contact Customer only with regard to performing the Work, and that any other services, installations, improvements or equipment provided to Customer by Contractor have not been authorized by NYSEG and RG&E, and NYSEG and RG&E assume no responsibility therefore.

Customer hereby agrees that NYSEG and RG&E make no warranty, expressed or implied, with respect to the Work, including without limitation the implied warranties of merchantability and fitness for a particular purpose. Customer hereby agrees to hold harmless NYSEG and RG&E, its officers, directors, and employees, from and against any and all liability, damages, losses, claims, demands, actions, costs, including attorneys' fees and expenses, and all court or arbitration or other dispute resolution costs, or any of them, resulting from arising out of, or in any way directly connected with Work performed by Contractor. Customer hereby agrees to hold the Contractor solely responsible for any and all claims, losses, liabilities, damages and expenses, including attorneys' fees and costs, which Customer may incur as a result of the Work.

Customer acknowledges that connected load at Customer's Facility may increase if the Work involves replacing burned out or missing lamps.

Customer understands that any materials removed (i.e. old ballast, lamps, and motors) will be taken by the installation contractor and staged for pickup and disposal by a licensed hazardous disposal contractor. Customer understands that Utility may inspect and verify that the Work was performed, and hereby permits NYSEG and RG&E reasonable access to Customer's Facility for such purpose. Customer also understands that they may be contacted regarding program evaluation and agrees to cooperate in providing needed information for the purpose of evaluation.

Customer acknowledges that certain data made available through the Energy Savings Opportunities Report may be used for the purpose of evaluating the program and analyzing energy related assets and consumption data at the Service Address set forth above and Customer consents to use of this data for the purpose of this program, and in providing Customer additional information as may be related to other energy efficiency or demand response programs or opportunities. The data will be used only for this purpose and confidentiality will be strictly protected.

Willdan will assess a "returned check charge" on any payment returned by the bank due to non-sufficient funds. The amount now due would be the previous amount owed plus a NSF charge of \$50.00. An immediate remittance of payment will be needed for the non-sufficient funds by cashier's check, money order or credit card including the NSF charge before any further work is performed.

Customer and Willdan acknowledge and agree that if Customer elects the Lime Option, Customer Shall be responsible for all payments to Lender in accordance with the Financing Agreement between Customer and Lender

**\*Note on Direct wire (Type B ) replacements:** By signing this participation agreement, all parties attest that manufacturers installation and safety precautions will be followed for equipment install. The customer is being made aware of potential fire and shock hazards by inserting fluorescent or non-direct wire (type B) LED tubes for replacement. Additionally, the installer has verified that existing lamp holder sockets (tombstones) at time of install are suitable for direct wire (type B) application and the fixture has been properly labeled to alert of line voltage to lamp holder sockets (tombstones).

Initial:

# Participation Agreement

## PARTICIPATING CUSTOMER

Business Name:	Binghamton Town Hall
Billing Address:	279 Park Ave, Binghamton, NY, 13903-3664
NYSEG and RG&E Customer Name:	Town Of Binghamton
Facility Address	279 Park Ave, Binghamton, NY, 13903
Phone:	607-772-0357 Ext.12
E-Mail Address:	Code@townofbinghamton.com

This Participation Agreement constitutes a contract between the individual or entity listed below in the box labelled Participating Customer (the Participating Customer) and Willdan Energy Co. (the "Company" and with the Participating Customer, a "Party" and together the "Parties"). By signing below, the Participating Customer agrees to the applicability of the terms and conditions set forth herein. An updated energy assessment may be required if the proposed scope of work is not accepted and this Participation Agreement executed within 30 days.

The Participating Customer authorizes that the hours provided above are accurate for the establishment that this proposal was created for. A Third-Party Evaluator may contact the Participating Customer to verify the provided hours of operation. If it is found that the hours differ, it may impact the incentive given for the project by NYSEG and RG&E.

## WILLDAN ENERGY CO.

Name:	John Dolaway
Title:	Energy Service Representative
Address:	31A Elk Terminal Buffalo, NY 14204
Phone:	(607) 222-0251
E-Mail:	jdolaway@willdan.com
Project Number	RN16-077447.11

## PARTICIPATING CUSTOMER

Signature:

Date:

Print Name: Nick Pappas

Title: Facilities Director/Coordinator/Manager

### The Participating Customer pays its cost contribution to Willdan Energy Co. ("Company") by (check one):

- ☒ **Lump Sum Payment.** Initial Payment of \$0.00 upon signing this Participation Agreement, with the remaining balance of \$9,799.16 paid upon completion of the Work.
- ☐ **12 Payments.** Participating Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in 12 monthly payments of \$913.44 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Extended Payments and Option hereof. This is a total payment of \$10,961.28
- ☐ **18 Payments.** Participating Customer Deposit of \$0.00 upon signing this Participation Agreement, with the remaining balance payable in 18 monthly payments of \$608.96 per month beginning 30 days after completion of the Work, subject to the terms and conditions of the Participation Agreement referenced in Extended Payments and Option hereof. This is a total payment of \$10,961.28
- ☐ **Extended Financing Option.** Participating Customer payments over time will be made in accordance with Financing Agreement between Participating Customer and Lender.

**CERTIFICATION STATEMENT** Participating Customer certifies that the information provided in this Participation Agreement is true and accurate and that they are financially responsible for payment of the NYSEG and RG&E bill for the NYSEG and RG&E Customer Name and Facility Address referenced above. Participating Customer further certifies that the Measures described in this Participation Agreement have or will be installed in the Premises owned by the Participating Customer and the equipment installed will not be removed and resold. The Measures together with all proceeds of the purchase price (as defined in the Extended Payment Terms and Conditions) will be used for commercial and not for consumer household or family purposes. If the Participating Customer does not own the Premises, Participating Customer hereby represents and warrants that it has obtained all necessary consents and authorizations for the Work, including, without limitation, consent from the owner of the Premises. Participating Customer shall solely be liable for the Work done at the Premises, whether or not owned by Participating Customer, and the Company shall look solely to Participating Customer and not the owner of the Premises, for performance of Participating Customer's obligations hereunder. Participating Customer acknowledges that the rights in this Participation Agreement shall be binding upon Participating Customer's successors and permitted assigns. Participating Customer agrees to incorporate this Participation Agreement by reference in leases, sales contracts, or other similar documents relating to the end use and ownership of the Premises.