

Department of Public Works

City Hall
730 Washington Ave.
Racine, WI 53403
262.636.9121 - Public Works
262.636.9191 - Engineering



Richard M. Jones, P.E.
Commissioner of Public Works

Thomas M. Eeg, P.E.
Asst. Comm. of Public Works/Operations

John C. Rooney, P.E.
Asst. Comm. of Public Works/Engineering

August 31, 2009

TO: Alderman James Spangenberg, Chairman
Finance & Personnel Committee

FROM: John C. Rooney, Asst. Commissioner/Engineering
Department of Public Works

A handwritten signature in black ink, appearing to read "JCR", is written over the name "John C. Rooney" in the "FROM:" line.

RE: Focus on Energy Grant Application

We are requesting authorization to submit a Focus on Energy Grant Application to WE Energies for upgrading street light fixtures on various circuits throughout the City of Racine with more energy efficient LED lighting.

The estimated project cost is \$445,860.00 and will result in an annual electric cost savings of \$44,528.00. The grant is in the estimated amount of \$28,122.00, resulting in an estimated 10 year payback. Funds for the project are available through the Federal Stimulus Program, ARRA, EECBG and CDBG-R Programs.

JCR:njp



RECEIVED

AUG 28 2009

CITY ENGINEER

August 27, 2009

John Rooney
City of Racine
730 Washington Ave
Racine, WI 53403

RE: Grant Application (Racine Street Lights – LED Upgrade #17061)

Dear John:

I have enclosed the Grant Application, Terms and Conditions, and the Customer Survey for the Focus on Energy Implementation Grant – Project #17061 for an incentive amount of \$28,122.00.

Please sign the Grant Application and Terms and Conditions document and return it to Chuck Zinda in the enclosed envelope along with the Customer Survey.

Upon receipt of the application, terms and survey a Project Completion Notice will be sent to you. When the project is completed you will need to send me the completed Project Completion Notice and copy of the final Invoice for the project. Once we do so, and the final documents are executed you can then expect payment within approximately 90 days. Payment will arrive addressed to you, via US Mail, from the Wisconsin Energy Conservation Corporation (WECC), which administrates the Focus on Energy Schools and Government Program.

Should you have any questions or concerns, please feel free to contact Chuck Zinda at email address czinda@cesa10.k12.wi.us or office phone (888) 947-4699. Thanks again for the opportunity to work with you on your project!

Sincerely,

A handwritten signature in cursive script that reads "Ann Whittaker".

Ann Whittaker
Program Assistant

cc: Chuck Zinda

Enclosures



Business Programs Grant Application and Agreement

Program Manager Approval	
Project/Grant:	17061/6963
Grant Amount:	\$28,122.00
Project Cost:	\$445,860.00
Approved Date:	8/27/2009
Approved By:	Jason Nicholas

Customer Profile

Organization Name: Racine, City of	Project Contact: John Rooney
Tax ID: 39-6005581	Contact Address: 730 Washington Ave Racine WI 53403
Type of Business: Government - Local	Contact Phone: 262 636-9460
Focus on Energy Sector: Schools and Government	Contact Fax:
Business Classification: Other	Contact Email: john.rooney@cityofracine.org

Certification

The following certifications are required in order for this form to substitute for the IRS form W-9:

1. The number shown on this form is the correct tax payer identification number.
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withhold.
3. I am a U.S. person (including a U.S. resident alien.)

Project Profile

Project Location: Racine Street Lights - LED upgrade - 07/09
730 Washington Ave
Racine WI 53403-1184

Estimated Baseline System Usage			Recommendations	Estimated System Savings			
Peak Summer Demand* (kW)	Annual			Peak Summer Demand (kW)	Annual		
	Electric (kWh)	Gas (Therms)			Electric (kWh)	Gas (Therms)	\$ Saving
171.1000	716587.0000		2.0950 - LED custom lighting, not otherwise specified <i>LED custom lighting, replacement of High Pressure Sodium street lights, 150-250W, with 2 and 3 bar LED fixtures of 60 & 117W, for (39) different street circuits in the city of Racine will result in 65% reduction in electric usage for those circuits. For the city, reduced maintenance costs will be another benefit.</i>	0.0000	468706.0000		\$44,528.00
						TOTAL:	\$44,528.00

*Peak demand savings are those that are reduced during the periods of 1 pm to 4 pm on weekdays in June, July, or August. Please provide descriptions of all variables used in these formulas.

Market Provider Information

Name	Phone	Contact	Fax	Email
_____	_____	_____	_____	_____

Terms & Conditions - Energy Advisor and Customer

We, the undersigned, agree that to the best of our knowledge, the energy-efficiency measures listed above are representative of the project we expect to implement as part of the Focus on Energy Program. We understand that grant amounts are determined from the Customer-specific data submitted on this application form and that grants for similar measures may vary from Customer to Customer based on specific cost and savings. Submission of this application does not guarantee that the applicant will receive funding or specific level of funding. Focus on Energy may conduct a pre-installation inspection to verify savings. **We Have read the "Grant Agreement Terms & Conditions" attached to this grant application and agreement form and understand them.** Retain a copy of the Grant Agreement Terms & Conditions for your records.

Any customer receiving an incentive check may be contacted by an evaluator to verify service/equipment installation or be asked to complete a customer survey.

Sign and return this grant by _____ to reserve funds for this project. Your project must be completed by 12/31/2009 to receive payment.

John Rooney

Customer Contact Name

_____ Customer Contact Signature

_____ Date

Chuck Zinda

Focus on Energy Contact Name

_____ Focus on Energy Contact Signature

_____ Date

GRANT AGREEMENT TERMS & CONDITIONS

Please retain a copy for your records

This Focus on Energy Program Grant Application and Agreement ("Agreement") is by and between Wisconsin Energy Conservation Corporation ("WECC") as Administrator for the Focus on Energy Program ("Focus") bound by contract to Statewide Energy Efficiency and Renewable Administration, Inc. ("SEERA"), and the applicant ("Customer"). WECC, Focus and Customer may be individually referred to herein as a "Party" and collectively as the "Parties."

ARTICLE 1: PROJECT TERM AND DESCRIPTION

The Term of this Agreement shall begin on the Application Date as shown on the Agreement and shall run continuously through the Grant Expiration Deadline, unless extended or terminated pursuant to this Agreement or by mutual agreement of the parties. The energy savings project (the "Project") shall be as described on the Agreement and approved by WECC. The Project shall be implemented in accordance with the Agreement.

ARTICLE 2: PROJECT PAYMENTS

WECC shall direct the fiscal agent to make a lump-sum payment in the amount set forth in the Agreement upon WECC's receipt and acceptance to WECC's satisfaction of a Completion Notice and product/service invoices as defined in Article 3 hereof. WECC shall be under no obligation to make any payments to the Customer if SEERA does not provide the funds to WECC for this purpose or if WECC is not under contract with SEERA for this purpose. Focus on Energy reserves the right to amend incentive amounts if criteria and information considered at the time of project approval are not met at project implementation. This includes but is not limited to project cost and project scope. Customer is only entitled to one payment per project measure. Should customer or its representative make duplicate application for payment of project measure, WECC reserves the right to recover any payments made in excess of the entitled project payment.

ARTICLE 3: PROJECT IMPLEMENTATION

The Customer's procurement, installation and implementation (completion) of energy efficiency measures shall be accomplished in accordance with the requirements outlined in the approved Agreement. The Customer shall deliver to WECC a Completion Notice by the project completion date noted in the Agreement. Customer will provide invoices for equipment purchased or service performed as well as documentation that verifies that the energy efficiency measures, (i) have been properly installed, (ii) are functioning properly and (iii) have the potential to generate energy savings if properly maintained and operated. Should WECC discover that the project was not implemented as attested to in the Completion Notice, Customer shall be in breach of the Agreement and subject to full recovery of any and all payments made by WECC.

ARTICLE 4: RIGHT TO INSPECT

WECC, and its designated representatives, shall have the right to observe and inspect all Project work in any of the Customer's facilities at any reasonable time. The Customer and its subcontractors shall maintain accurate records of the Project work (e.g., installation records, invoices, and maintenance information) that is performed hereunder for a period of one (1) year after the expiration or early termination of this Agreement. WECC and the State of Wisconsin shall have the right from time to time and at all reasonable times during the term of the Agreement and for a one-year period thereafter to inspect such records of the Project.

ARTICLE 5: MANNER OF PERFORMANCE

The Customer shall perform its responsibilities under this Agreement in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Customer shall make all reasonable attempts to ensure that all Project work, as described in the Agreement, is performed in accordance with current professional standards and with the diligence and skill expected for the performance such work.

ARTICLE 6: DEFAULT AND TERMINATION

6.1 Subject to Section 6.3 this Agreement shall remain in effect until the Project expiration date as specified in Article 1 hereof unless a Party is in breach of any provision of this Agreement.

6.2 In the event that SEERA terminates, for any cause, WECC's Contract with SEERA, which terminates WECC's right to act as Administrator of the Focus on Energy Program, responsibility for this Agreement transfers to the new Program Administrator.

6.3 This Agreement may be terminated at WECC's sole discretion if Customer does not commence implementation of the Project on or before the Grant Expiration Deadline, unless extended by mutual agreement of the Parties. Evidence of commencement of the implementation of the Project can consist of: i) Copies of accepted Purchase Orders for the equipment to be installed as part of the Project, or ii) A copy of an executed contract with the general contractor supplying goods and or services for the project.

ARTICLE 7: INDEMNIFICATION AND DAMAGES

The Customer shall protect, indemnify, defend and hold harmless WECC, and SEERA, and their affiliates, subsidiaries, parent organization, officers, managers, directors, agents, employees, contractors (not including the Customer), and subcontractors from and against any and all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses and the cost of investigation) imposed upon or incurred by or asserted against these entities resulting from, arising out of or relating to the performance of this Agreement excepting only such liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and/or expenses that are solely caused by the gross negligence or willful misconduct of WECC, its officers, directors,

agents or employees. The Customer agrees that such obligations under this Article shall survive any expiration or termination of this Agreement and shall not be limited by any enumeration herein of required insurance coverage. To the maximum extent permitted by law, the Customer agrees to limit WECC's liability to the Customer for damages to the total amount of the payments identified in this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Customer hereby expressly waives the right to specifically enforce this Agreement.

ARTICLE 8: PUBLICITY

The Customer shall not use WECC's or SEERA's corporate name, logo, identity, any affiliation, and any related logo including the "Focus on Energy" name, logo, or identity, for any marketing, advertising or solicitation without prior written consent of WECC, which consent may be withheld in WECC's sole and absolute discretion. The Customer shall collaborate with WECC to prepare any press release and to plan for any news conference concerning the Project and agrees to provide WECC, for its prior written approval, a written copy of any advertisements or promotional material regarding this program prior to publishing any such advertisements or promotional material.

ARTICLE 9: REVIEW AND DISCLAIMER

WECC's execution of this Agreement with the Customer and any review of the design, construction, operation, or maintenance of the Project by WECC or any of its subcontractors shall not constitute any representation or warranty by WECC as to the economic or technical feasibility, operational capability or reliability of any energy efficiency measures or the capability or reliability of any contractor performing any work on the Project. The Customer shall in no way represent to any third party that WECC's execution of this Agreement or any reviews by WECC or its subcontractors, including, but not limited to, WECC or its subcontractors review of the design, construction, operation, or maintenance of the Project is a representation or warranty by WECC as to the economic or technical feasibility, operational capability or reliability of the energy efficiency measures or an endorsement of the contractor performing work on the Project. The Customer is solely responsible for the technical feasibility, operational capability and reliability of the energy efficiency measures.

ARTICLE 10: ACCEPTANCE

The Customer is required to acknowledge its acceptance of the terms and conditions of this Agreement by returning an executed copy of this Agreement to the Customer's Focus on Energy Advisor or to Focus on Energy – Business Programs Office, 431 Charmany Drive, Madison, WI 53719 on or before the Application Expiration Deadline. If the Customer's Focus on Energy representative does not receive the executed copy of this Agreement by the Deadline, WECC will consider that Customer's decision is to decline the terms and conditions contained herein and this Agreement will be of no force and effect.

ARTICLE 11: MISCELLANEOUS

§14.1. Governing Law. This Agreement shall be interpreted according to the laws of the State of Wisconsin.

§14.2. Assignment WECC may assign, transfer or convey this Agreement or any of WECC's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the consent of Customer.

§14.3. Severability. If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect to the intent of the parties expressed therein.

ARTICLE 12: ENTIRE AGREEMENT

The Agreement and the above Terms and Conditions constitute the entire understanding and acceptance of the parties concerning its subject matter and supersede all other agreements, whether oral or written. No modification shall be binding on either party unless reduced to writing and signed by both parties.

Customer Contact Signature

Date

Customer Contact Name (Print)

Focus on Energy Contact Signature

Date

Focus on Energy Contact Name (Print)

Project Background Questions

1. Please describe how and when you (your company) first became aware of how the proposed energy efficiency measure (EEMs) could help your company save energy.

2. Have you or anyone else in your company considered a project similar to this in the past?

No

Yes

- 3a. Has your company participated in any energy efficiency program in the past?

No/Don't recall (**Please skip to 4a**)

Yes

- 3b. Please name that energy efficiency program:

- 4a. Are you aware of any programs other than those from Focus on Energy that provide information or assistance for increasing energy efficiency of a company like yours?

No/Don't recall (**Please skip to 5a**)

Yes

- 4b. Please name that energy efficiency program:

- 4c. So far as you know, is your company eligible for that/those program(s)

No, I do not believe my company is eligible for any other energy efficiency program(s)/Not sure

Yes, I believe my company is eligible for one or more other energy efficiency programs

- 5a. Did you receive any information or advice about this project or the proposed EEMs from any other organization(s)

No/Don't recall (**Please skip to 6a**)

Yes

- 5b. Please name that organization:

- 6a. Are you or your company receiving or expecting to receive any funding or incentives from any source other than Focus on Energy for this project?

No (**Thank you very much; this is the end of the application**)

Yes

- 6b. Please name that source:
