

Department of Public Works

City Hall
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Racine, WI 53403
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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

March 1, 2011

Legistar Item: 11-6104

TO: Alderman James Spangenberg, Chairman
Finance & Personnel Committee

FROM: John C. Rooney, *JCR*
Interim Commissioner of Public Works/City Engineer

RE: Focus on Energy Grant 38261/13875 – Grant Control No. 2011-005

We are requesting authorization to apply and accept a Focus on Energy Grant (Grant Control No. 2011-005) from 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 \$107,718.00, and will result in an annual electric cost savings of \$18,719.00. The grant is in the amount of \$5,911.00, resulting in an estimated 5.4-year payback. Funds for the project are available in the 2011 Street Lighting Capital Outlay and CDBG-R Program.

JCR:njp



Program Manager Approval
 Project/Grant: 38261/13875
 Grant Amount: \$5,911.00
 Project Cost: \$107,718.00
 Approved Date: 3/1/2011
 Approved By: Jason Nicholas

BUSINESS PROGRAMS GRANT AGREEMENT

Customer Profile

Customer 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. Under penalties of perjury, I certify that:

1. The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me), and
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 Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest of dividends, or (c) The IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (including a U.S. resident alien).

Project Profile

Site Location: Racine Street Lights - LED Upgrade - 2/11
 730 Washington Ave
 Racine WI 53403-1184

ELECTRIC PROVIDER: _____
 GAS PROVIDER: _____

Estimated Baseline System Usage			Recommendations	Estimated System Savings			
Peak Summer Demand*	Annual			Description	Peak Summer Demand (kW)	Annual	
	Electric (kWh)	Gas (Therm)	Electric (kWh)			Gas (Therms)	\$ Saving
48.2000	201,469		2.0950 - LED CUSTOM LIGHTING, NOT OTHERWISE SPECIFIED 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.	0.0000	127,173		\$12,082.00
25.6000	108,902		2.0950 - LED CUSTOM LIGHTING, NOT OTHERWISE SPECIFIED 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.	0.0000	69,871		\$6,637.00
73.8000	310,371		<----- TOTAL ----->	0.0000	197,044		\$18,719.00

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

The undersigned agrees that to the best of my knowledge, the renewable or energy efficiency measure(s) listed above is/are representative of the project I expect to implement as part of the Focus on Energy program. I understand that grant amounts are determined from the customer specific data submitted on this agreement form and that grants for similar measures may vary from customer to customer based on specific cost and savings. Submission of this agreement does not guarantee that your project will receive funding or a specific level of funding. Focus on Energy may conduct a pre-installation inspection to verify potential savings. I agree, at Focus on Energy's discretion, that I am liable to refund to Focus on Energy some or all of the funding received for this project if Focus on Energy determines that I have misrepresented information such as but not limited to eligibility or project information. I have read and agree to the Grant Agreement Terms & Conditions below. Any customer receiving an incentive check may be contacted by an evaluator to verify service/equipment installation or be asked to participate in a customer survey. This agreement must be signed and returned by the Agreement Return Date below.

 Customer Signature

 Customer Name (Print)

 Date

 Focus Representative Signature

 Focus Representative Name (Print)

 Date

Agreement Return Date: 4/30/2011

Project Completion Deadline: 9/30/2011

GRANT AGREEMENT TERMS & CONDITIONS

This Focus on Energy Program Grant Agreement ("Agreement") is by and between Wisconsin Energy Conservation Corporation ("Admin") 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"). Admin, 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 Approval Date as shown on the Agreement and shall run continuously through the Project Completion 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 Admin. The Project shall be implemented in accordance with the Agreement.

ARTICLE 2: PROJECT PAYMENTS

Admin shall direct the fiscal agent to make payment in the amount set forth in the Agreement upon Admin's receipt and acceptance to Admin's satisfaction of a Completion Notice and any other required project documentation as defined in Article 3 hereof. Admin shall be under no obligation to make any payments to the Customer if SEERA does not provide the funds to Admin for this purpose or if Admin is not under contract with SEERA for this purpose. Focus reserves the right to decrease incentive amounts if the 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, Admin reserves the right to recover any payments made in excess of the entitled project payment. Focus excludes internal, non-contracted labor for private companies or individuals when calculating the total project cost. Incentives are available on a first-come, first-served basis. This offer is subject to change or termination without notice at the discretion of the Focus on Energy Program. Some Focus participating electric and/or natural gas providers have incentive programs outside of Focus on Energy. Customers of these providers might not qualify for incentives from both programs. These customers should check with their electric and/or natural gas provider to verify eligibility for dual incentives in order to comply with program rules.

ARTICLE 3: MISREPRESENTATION

Making false statements in any Focus on Energy incentive application is punishable by law. Any person who knowingly files an application containing any materially false information or who purposely and misleadingly conceals information commits a fraudulent act that subjects such person to criminal and civil penalties. Any and all funds determined to have been acquired on the basis of fraudulent information must be returned to the Focus on Energy program. This article shall not limit other remedies that may be available for the filing of false or fraudulent applications, including, but not limited to, referral to law enforcement authorities.

ARTICLE 4: PROJECT IMPLEMENTATION

The Customer's procurement, installation and implementation (completion) of renewable and/or energy efficiency measures shall be accomplished in accordance with the requirements outlined in the approved Agreement. The Customer shall deliver to Admin a Completion Notice by the Project Completion Deadline noted in the Agreement. Customer will provide invoices for equipment purchased or service performed as well as documentation that verifies that the renewable and/or 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. All projects are expected to comply with federal, state and local codes. All equipment must be new. Used or rebuilt equipment is eligible only when pre-approved by Admin. Displaced equipment must be removed and not reused. Equipment purchased under a capital lease structure may qualify for an incentive, but must be pre-approved by Admin before project initiation or entering into the equipment lease. Should Admin 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 recovery of any incentive payment made by Focus. At the discretion of Focus, the Customer is liable to refund to Focus funding received for this project if Focus determines that the customer has misrepresented information such as, but not limited to, eligibility or project information.

ARTICLE 5: RIGHT TO INSPECT

Admin, 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 for a period of two (2) years from the incentive payment date. 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 two (2) years from the date of incentive payment under this Agreement. Admin and SEERA shall have the right from time to time and at all reasonable times during the term of the Agreement and for a two-year period thereafter to inspect such records of the Project.

ARTICLE 6: MONITORING AND VERIFICATION

Admin, and its designated representatives, shall have the right to monitor energy use/production prior to and after installation of the project or to perform an inspection of the project to evaluate program efficacy for a period of two (2) years from the date of incentive payment under this Agreement.

ARTICLE 7: 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 of such work.

ARTICLE 8: REPRESENTATIONS/WARRANTY

Focus does not endorse any particular ally, manufacturer, product, or system design by offering an incentive. Focus is not responsible for any tax liability imposed on the recipient as a result of the payment of Rewards. Focus makes no representation or warranty, and assumes no liability with respect to the quality, safety, performance, or other aspect of any design, consulting, product, system, equipment, or appliance installed or received and expressly disclaims any such representations, warranties, and liability, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Focus does not guarantee that installation and operation of energy-efficient equipment will result in reduced usage or in cost savings. Focus is not responsible for the proper disposal/recycling of any waste generated as a result of this project. Focus is not liable for any damages, including any incidental or consequential damages, arising out of the operation or malfunction of the products, equipment, or appliances, or the installation thereof.

ARTICLE 9: DEFAULT AND TERMINATION

9.1 Subject to Section 9.3, this Agreement shall remain in effect until the Project Completion Deadline as specified in Article 1 hereof unless a Party is in breach of any provision of this Agreement.

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

9.3 This Agreement may be terminated at Admin's sole discretion if Customer does not complete implementation of the Project on or before the Project Completion Deadline, unless extended by mutual agreement of the Parties.

ARTICLE 10: INDEMNIFICATION AND DAMAGES

The Customer shall protect, indemnify, defend and hold harmless Focus, Admin, SEERA, the State of Wisconsin and participating utilities, their respective affiliates, subsidiaries, parent companies, officers, directors, agents, and employees, against all losses, damages, expenses, fees, costs and liability arising from any design, consulting, product, system, equipment, or appliance. 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 Admin's liability to the Customer for any reason 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 11: PUBLICITY

The Customer shall not use Admin'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 Admin, which consent may be withheld in Admin's sole and absolute discretion. When referencing Focus involvement with any project, the Customer shall collaborate with Admin to prepare any press release and to plan for any news conference and agrees to provide Admin, 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. Focus reserves the right to publicize the Customer's participation in the Focus on Energy program unless requested otherwise in writing and submitted to bpforms@focusonenergy.com.