

Rocky Martin

From: Andrew Ruschp <aruschp@veic.org>
Sent: Friday, July 24, 2015 3:39 PM
To: hinesburgpw@gmavt.net
Subject: Town of Hinesburg Municipal Streetlighting Project
Attachments: Town of Hinesburg Streetlighting Incentive Agreement - July24.pdf

Rocky,

Great news, Efficiency Vermont was able to cover the full cost of conversion to LED streetlights. It took me awhile to get the undepreciated costs from GMP but it was worth the wait. The town will not see a large tariff savings since the majority of lights were "legacy" GMP tariff fixtures and were already being charged a low rate. That being said the light quality out of LEDs will be very noticeable and the new fixtures are dark sky compliant and will reduce light pollution.

Please find attached to this email an incentive agreement for the Town of Hinesburg. Review the agreement and return a signed copy to me and I will let GMP know that they are good to go ahead and schedule the changeover.

Please let me know if you have any questions.

Thanks,

Andrew

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July 24, 2015

Mr. Rocky Martin
Hinesburg, Town of
PO Box 133
Hinesburg, VT 05461

Re: Hinesburg, Town Of - Municipal Streetlighting Initiative, Efficiency Vermont Project # 6012-K140

Dear Mr. Martin:

It is a pleasure working with you to make energy efficiency improvements in your town. Based on your inputs, we estimate that the proposed efficiency improvements at Town of Hinesburg will save you approximately \$263 per year at current utility tariff rates. In addition, this project will reduce statewide energy consumption and improve our environment by saving an estimated 11,462 kWh of electricity.

Project Economics

Estimated Cost of Efficiency Improvements	\$ 1,558.94
Estimated Efficiency Vermont Incentive	\$ 1,558.94
Your Net Cost After Incentives	\$ 0.0
Estimated First-Year Energy Savings	\$ 263
Estimated Simple Payback Period	0.0 years
Estimated Average Lifetime of Efficiency Improvements	25 years

Based on estimated project costs and energy savings, Efficiency Vermont will provide an incentive toward the project identified in the attached "Scope of Efficiency Improvements." This incentive will cover costs, if any, that the utility would charge your community in order to retire the existing lighting equipment before its end of useful life. If you would like Efficiency Vermont to make the incentive payment directly to your Electric Utility after the installation is complete, please check the authorization on the first page of the Terms and Conditions of this Incentive Agreement.

Please review and sign the Incentive Agreement and Scope of Efficiency Improvements. Return a signed copy of the signature page to Efficiency Vermont via fax, pdf or mail. You will need to coordinate the installation, including fixture quantities and types (wattages), with your Electric Utility to ensure the full Scope of the Efficiency Improvements is assured.

I look forward to working in partnership with you and your town. If you have any questions about the Incentive Agreement, or want to discuss any aspect of this project, please contact me at 888-921-5990 ext. 7739.

Sincerely,

Andrew Ruschp
Energy Consultant



**EFFICIENCY VERMONT INCENTIVE AGREEMENT
PROJECT # 6012-K140-**

This agreement is between the Vermont Energy Investment Corporation doing business as (dba) Efficiency Vermont and Hinesburg, Town of located in Hinesburg, Vermont with a principal place of business in the State of Vermont (hereafter called "Customer").

The Customer agrees to purchase, install, and operate certain efficiency improvements at Town of Hinesburg, located at Hinesburg, Vermont, which are described in the attached "Scope of Efficiency Improvements." To assist the Customer with the installation of these efficiency improvements, Efficiency Vermont agrees to provide an incentive equal to the undepreciated costs, which is estimated by your utility to be up to \$1,558.84, or up to but not to exceed \$3,000. The incentive will be paid in cash to the Customer in accordance with the provisions specified in the attached "Terms and Conditions of the Incentive Agreement."

Efficiency Vermont's incentive offer is valid until the funding for this program is fully committed for fiscal year 2015. Upon receiving the signed incentive agreement, Efficiency Vermont will reserve the incentive amount to be paid upon project completion for up to 12 months after the date of this agreement unless otherwise agreed in writing. In addition to this page, this Incentive Agreement includes the attached "Scope of Efficiency Improvements" and "Terms and Conditions of the Incentive Agreement."

WE THE UNDERSIGNED AGREE TO THIS INCENTIVE AGREEMENT.

EFFICIENCY VERMONT
Signature 
Printed Name Andrew Ruschp
Date 7/24/15
Title: Energy Consultant

HINESBURG, TOWN OF
Signature _____
Printed Name _____
Date _____
Title: _____
Electric Company _____
Account # _____

Federal Tax Payer Identification Number (TIN):

Please select one:

- Corporation (Provide TIN)
- Tax-Exempt Organization (Provide TIN)
- City, County or State Dept., Govt. or Agency (Provide TIN)
- All Others (Provide SSN or EIN/TIN):

Social security number	or	Employer identification number

Ensure that one of the boxes above is checked and the Taxpayer Identification Number is provided, otherwise your incentive payment may be delayed.

Incentives

1. Upon satisfactory verification of the improvements, if so authorized, Efficiency Vermont will send a check to your Electric Utility within sixty (60) days of the inspection date. The parties agree that the actual cost of purchasing, installing, operating, or maintaining the efficiency improvements under this agreement may differ from the estimates provided to you by Efficiency Vermont. Efficiency Vermont will not be required to provide additional incentives for the efficiency improvements covered by this agreement when installation costs are higher than estimated. If you wish to have Efficiency Vermont send the incentive check to your Electric Utility Please Initial and Date here _____

Please review, sign and return one copy of this agreement to Efficiency Vermont.

SCOPE OF EFFICIENCY IMPROVEMENTS:

The Customer agrees to complete the following efficiency improvements as specified at Town of Hinesburg, located at 10632 Route 116, in Hinesburg, Vermont:

	Equipment Description	Quantity
1	Lighting Hardwired Fixtures	
	20 LED Streetlight located in Hinesburg	28
	30 LED Streetlight located in Hinesburg	1
	40 LED Streetlight located in Hinesburg	1

The listing of a specific manufacturer does not represent an endorsement of a specific product by Efficiency Vermont. If Customer chooses to purchase its own equipment, approval for that equipment must be obtained from the Electric Utility. Customer has identified old fixtures to be removed (and not replaced) with the Electric Utility. This attachment provides only an estimate of the quantity of improvements made or equipment to be removed and installed. The total incentives paid will be based on the actual type of equipment and quantities removed and installed, provided that the actual equipment meets or exceeds the minimum efficiency requirements.

TERMS AND CONDITIONS OF THE INCENTIVE AGREEMENT

This Incentive Agreement sets out the terms and conditions under which Efficiency Vermont will provide incentives on this project.

You promise that you are entitled to authorize the efficiency improvements covered by this agreement and you have obtained necessary written permission and/or notified appropriate municipal government officials, departments and governing bodies allowing you to authorize the installation as listed in the Scope of Efficiency Improvements.

Incentives provided by Efficiency Vermont in this Agreement do not include any costs associated with the actual installation of new equipment and/or any related costs identified in the utility rate tariff for new LED fixtures. See Incentives section.

Installation

1. You agree to coordinate the installation of new LED fixtures with your Electric Utility, and maintain the efficiency improvements specified herein and to comply with all terms and conditions described in this agreement and in Scope of Efficiency Improvements within the timeframe specified on the signature page of this document.
2. For all efficiency improvements agreed upon for installation under this Agreement, you agree to include in your agreement(s) with your Electric Utility a requirement that the Electric Utility provides you, on request, documents that establish the itemized quantity of existing equipment to be removed and replaced with new LED fixtures, the installation location(s) and the quantities of any existing equipment to be removed and not replaced. In order to help us verify the installation of the efficiency improvements, you agree to supply us with copies of these documents, upon our request.

Inspection

1. Efficiency Vermont reserves the right to inspect projects to verify that the efficiency improvements are installed and in use.
2. You agree to notify us when the efficiency improvements in this agreement are installed and operating.
3. No payment will be made until the improvements have been installed and inspected by an Efficiency Vermont representative or Efficiency Vermont determines that an inspection is not necessary. If the efficiency improvements

have not been installed as specified in Scope of Efficiency Improvements, or they do not operate properly, then Efficiency Vermont may reduce or eliminate the incentives associated with that project.

Dispute Resolution

Efficiency Vermont and you will attempt in good faith to resolve any disputes that may arise in carrying out this agreement. In the event that we are unable to resolve a dispute, the matter will be immediately referred to an executive of Efficiency Vermont who has authority to resolve the dispute. If you and this individual are unable to agree upon a solution within thirty (30) days you can file a written complaint with the Vermont Department of Public Service or the Vermont Public Service Board. If after review by the Department of Public Service or the Public Service Board there is still no resolution then the parties agree to finally settle the dispute via arbitration. The arbitration will be conducted in accordance with the commercial arbitration rules of the American Arbitration Association and will take place in Burlington, Vermont. The decision reached in any proceeding to resolve a dispute will be final and binding.

The parties understand that this agreement contains an agreement to arbitrate. After signing this document, the parties understand that they will not be able to bring a lawsuit concerning any dispute that is covered by the arbitration agreement unless the dispute involves a question of constitutional or civil rights. Instead the parties agree to submit any such dispute to an impartial arbitrator.

Other Terms & Conditions

POTENTIAL FUTURE MONITORING: For no longer than five (5) years following the completion date, you agree to allow VEIC staff and/or contractors acting on behalf of VEIC/Efficiency Vermont and/or the Vermont Department of Public Service, to install equipment at your building to monitor any efficiency improvements installed under this agreement.

You agree to cooperate with us in any proceedings before the Vermont Public Service Board or other authorities concerning the matters in this agreement.

SAVINGS ARE ESTIMATES: The operation and effect of energy efficiency improvements differ due to hours of operation and many other factors, including but not limited to weather and changes in business operations. As such, we do not guarantee the specific energy savings or benefits that will result from any efficiency improvements that are installed. Efficiency Vermont does not warrant that you will receive energy savings or benefits of any kind as a result of your participation in Efficiency Vermont's services. If the energy efficiency project is financed, there is no guarantee that the monthly energy savings will be greater than the monthly loan payment.

LIMITATION OF LIABILITY: Efficiency Vermont does not guarantee the performance of installed equipment expressly or implicitly. Efficiency Vermont does not endorse any particular manufacturers, products, or systems designs.

INDEMNIFICATION: You agree to indemnify Efficiency Vermont and its directors, officers, employees, agents, and invitees from all liabilities (including reasonable attorney's fees) arising in connection with this agreement, excluding liability resulting from acts of willful misconduct or gross negligence on the part of Efficiency Vermont. These include liabilities that may rise from changes in your operations, including both direct and indirect losses.

You also agree that if you make a claim against Efficiency Vermont for any damage arising from our action or inaction under this agreement, your remedy will be limited to the total amount of our payments to you for the efficiency improvements installed in your building.

CAPACITY CREDITS/ENVIRONMENTAL CREDITS: As part of this agreement, the customer acknowledges that Efficiency Vermont holds the sole rights to any electric system capacity credits and / or environmental credits associated with this energy efficiency project. These credits will be used for the benefit of Vermont ratepayers.

This agreement will be governed by and interpreted in accordance with the laws of the State of Vermont.

This agreement sets forth the entire agreement between the parties and replaces all oral or written agreements.

No part of this agreement may be waived or changed except by the written agreement of both parties.

Nothing in this agreement will create any contractual relationship between Efficiency Vermont and any of your employees, contractors, or agents. Nor will this agreement create any obligation on the part of Efficiency Vermont to pay, or to see to the payment of, any monies due from you to subcontractors, employees, agents, or other persons or organizations.