

RESOLUTION NO. 9

A RESOLUTION AUTHORIZING AN AGREEMENT WITH LIME ENERGY SERVICES TO UPGRADE FLUORESCENT LIGHTS AT 701 UNION TO LED FIXTURES

Dated: July 21, 2020

WHEREAS, the City constructed a new Police Station and Courthouse in 2014 at 701 Union Street; and,

WHEREAS, the City's construction documents specified the installation of fluorescent lights and ballasts; and,

WHEREAS, the NYSERDA have presented a grant opportunity to incentivize the conversion of fluorescent bulbs and ballasts to energy efficient LED lighting; and,

WHEREAS, the estimated annual savings to the City is \$6,656.10; and

WHEREAS, the City's cost for this project is \$862.34 and will be paid from the 2020 Utility account for 701 Union Street;

NOW, THEREFORE, BE IT RESOLVED that the Mayor is authorized to enter into an agreement with Lime Energy Services Company to convert the existing fluorescent lights to new LED lighting at 701 Union Street.

BEA APPROVAL:

INTRODUCTION: _____

MAYOR

SECOND: _____

PRES. COMMON COUNCIL

DATE APPROVED: _____

CITY TREASURER

MAYOR

DETAIL

Date: 7/2/2020

Application Number: 11357340

Customer Name: CITY OF HUDSON PUBLIC WORKS
 DBA Name: CITY OF HUDSON PUBLIC WORKS
 Address: 701 UNION ST
 City: HUDSON
 State and Zip: NY 12534
 Facility Square Footage: --
 Application Number: 11357340
 Account Number: 29912-92134
 Telephone: 518-965-5235
 Contact Name: ROBERT PERRY
 Auditor Name: DONALD BAKER
 Audit Date: 07/02/2020

ECM Id	Site Location	ECM Code	ECM Description	Kit Type	Quantity	KW Savings	KWH Savings
2532067	Exterior Front	156	LED - 160W	Install LED Area/Pole Mount	2	1.85	8,103.00
2532068	Ext Rear	121	LED - 45W - HW	Install LED Exterior Surface Mount	2	0.32	1,401.60
2532069	Womens	562	LED - 2L2 T8/LP	Fluorescent Relamp/Reballast Kit (1-2-3 lamps)	1	0.01	32.85
2532070	Locker Rooms	562	LED - 2L2 T8/LP	Fluorescent Relamp/Reballast Kit (1-2-3 lamps)	6	0.05	473.04
2532071	Court Room	562	LED - 2L2 T8/LP	Fluorescent Relamp/Reballast Kit (1-2-3 lamps)	22	0.20	258.19
2532072	Interview	562	LED - 2L2 T8/LP	Fluorescent Relamp/Reballast Kit (1-2-3 lamps)	2	0.02	65.70
2532073	Booking	527	LED - 2L4 T8/LP	Fluorescent Relamp/Reballast Kit (1-2-3 lamps)	6	0.25	1,103.76
2532074	Offices	527	LED - 2L4 T8/LP	Fluorescent Relamp/Reballast Kit (1-2-3 lamps)	69	2.90	25,386.48
2532075	Holding	527	LED - 2L4 T8/LP	Fluorescent Relamp/Reballast Kit (1-2-3 lamps)	24	1.01	4,415.04
2532076	Evidence	527	LED - 2L4 T8/LP	Fluorescent Relamp/Reballast Kit (1-2-3 lamps)	13	0.55	1,992.90
2532077	Booking	527	LED - 2L4 T8/LP	Fluorescent Relamp/Reballast Kit (1-2-3 lamps)	8	0.34	1,226.40

DETAIL

Date: 7/2/2020 Application Number: 11357340

ECM Id	Site Location	ECM Code	ECM Description	Kit Type	Quantity	KW Savings	KWH Savings
2532078	Lobby/ Chief Clerk	527	LED - 2L4 T8/LP	Fluorescent Relamp/Reballast Kit (1-2-3 lamps)	22	0.92	8,094.24
2532079	Court Room	527	LED - 2L4 T8/LP	Fluorescent Relamp/Reballast Kit (1-2-3 lamps)	5	0.21	273.84
2532080	Offices	527	LED - 2L4 T8/LP	Fluorescent Relamp/Reballast Kit (1-2-3 lamps)	12	0.50	1,839.60
2532081	Storage	527	LED - 2L4 T8/LP	Fluorescent Relamp/Reballast Kit (1-2-3 lamps)	6	0.25	525.67
2532082	Exterior Front	527	LED - 2L4 T8/LP	Fluorescent Relamp/Reballast Kit (1-2-3 lamps)	9	0.41	1,773.90
2534116	Wall Pk	105	LED - 10W - HW	Install LED Exterior Surface Mount	12	0.66	2,890.80
Total						10.44	59,857.01

SUMMARY

Application Number: 11357340

Date: 7/2/2020

Customer Name:	CITY OF HUDSON PUBLIC WORKS	Application Number:	11357340
DBA Name:	CITY OF HUDSON PUBLIC WORKS	Account Number:	29912-92134
City:	701 UNION ST HUDSON	Telephone:	518-965-5235
State and Zip:	NY 12534	Contact Name:	ROBERT PERRY
Facility Square Footage:	--	Auditor Name:	DONALD BAKER
		Audit Date:	07/02/2020

Save money on your electric bill by using energy more efficiently. And, through the power of action, you reduce greenhouse gases (CO2) annually by 65,843 pounds.

Estimated Annual Savings (KWH)
59,857.01

Estimated Annual Savings in Dollars
\$6,656.10

Estimated Job Cost	Prevailing Wage	Lift Charge	Mount Charge	Estimated Customer Contribution	Estimated National Grid Contribution
\$19,163.19	--	\$210.60	--	\$958.16	\$18,205.03

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

Lump Sum Payment (Additional 10% Discount)
\$862.34

12 Monthly Payments (No Interest)
\$79.85

SUMMARY

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Save money on your electric bill by using energy more efficiently. And, through the power of action, you reduce greenhouse gases (CO2) annually by 65,843 pounds.

Estimated Annual Savings (KWH)
59,857.01

Estimated Annual Savings in Dollars
\$6,656.10

Estimated Job Cost	Prevaling Wage	Lift Charge	Month Charge	Estimated National Customer Contribution	Estimated National Grid Contribution
\$19,163.19	--	\$210.60	--	\$958.16	\$18,205.03

Your share of the cost to be paid directly to Contractor

Lump Sum Payment (Additional 10% Discount)
\$862.34

Certification of Installation

Date: 7/2/2020

Customer Name: CITY OF HUDSON PUBLIC WORKS, 701 UNION ST., HUDSON, NY
Application Number: 11357340

Energy Efficiency Equipment Installation Certification

I certify that the energy efficiency measures are installed and operating and I am satisfied with their installation.

Customer Signature: _____ Date: _____

Name (print): _____

Scheduling the Recycling Pick Up of the Removed Lamps and Ballast

Please select one:

No Recyclable materials to be picked up

Recyclable materials (lamps and ballasts only) are packaged and waiting pick-up by the recycling vendor at
701 UNION ST, HUDSON, NY

Please provide contact name and information so the recycling vendor can schedule the pick-up.

Contact Name: _____

Contact Phone Number: _____

E-mail Address: _____

Recyclable materials (lamps and ballasts only) were removed from:

701 UNION ST, HUDSON, NY by the electrician.

ELECTRICIAN MUST COMPLETE: Location and recycling pick up contact information

Recycling Material Location: _____

Contact Name: _____

Contact Phone Number: _____

E-mail Address: _____

Terms & Conditions

Date: 7/2/2020

Customer Name:	CITY OF HUDSON PUBLIC WORKS	Vendor:	LIME ENERGY SERVICES COMPAN
Address:	701 UNION ST	Audit Date:	07/02/2020
Town, State, and Zip Code:	HUDSON, NY 12534	Auditor:	DONALD BAKER
Account Number:	29812-82134	Application No.:	11357340

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 1/1/2020 - 12/31/2020.

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 purposes. 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: 7/2/2020

Customer Name: CITY OF HUDSON PUBLIC WORKS Application No: 11357340
 Address: 701 UNION ST
 Town, State, and Zip Code: HUDSON, NY 12534

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 10%.

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

Lump sum payment of \$862.34 Includes Customer discount of 10%
 Twelve (12) monthly payments of \$79.85 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.

(c). If the customer closes their National Grid account prior to completing all installment payments, the unpaid balance of the customer contribution will become due immediately and be billed out in a final single payment by the company.

The Customer chooses Third Party Financing _____ (customer initials)

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:

CITY OF HUDSON PUBLIC WORKS
 701 UNION ST
 HUDSON, NY 12534

Signature: _____

Name(Print): _____

Title: _____

Date: _____

Incorporated Not Incorporated

If Not Incorporated, Federal ID # _____

Terms & Conditions

Date: 7/2/2020

Customer Name:	CITY OF HUDSON PUBLIC SERVICES	Vendor:	LIME ENERGY SERVICES COMPAN
Address:	701 UNION ST	Audit Date:	07/02/2020
Town, State, and Zip Code:	HUDSON, NY 12534	Auditor:	DONALD BAKER
Account Number:	28912-92134	Application No.:	11357340

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:

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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 7/1/2020 - 12/31/2020.

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.
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- (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.
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Initial Here: _____

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Date: 7/2/2020

Customer Name: CITY OF HUDSON PUBLIC WORKS Application No: 11357340
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 Town, State, and Zip Code: HUDSON, NY 12534

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(a) The Installation Contractor will install the equipment listed on the attached Small Business Energy Savings Plan, incorporated hereby reference. The estimated cost of the installation including the estimated cost of the Customer's contribution is also itemized on this report. National Grid shall discount the Customer's contribution by 10% when paid in one lump sum. The Customer shall pay their share of the project cost directly to the Contractor. Payment is due 30 days after acceptance by the Customer of the installation.

Lump sum payment of \$862.34 includes Customer discount of 10%

(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.

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CITY OF HUDSON PUBLIC WORKS
 701 UNION ST
 HUDSON, NY 12534

Signature: _____

Name(Print): _____

Title: _____

Date: _____

Incorporated

Not Incorporated

If Not Incorporated, Federal ID # _____