

Capital Project Appropriation Request

12/15/2022

FY 22/23

Project: C5B613 DISTRICT-WIDE BOILER & BURNER REPLACEMENT

Agency: 0900 **Board of Education: Capital**

Total Request: \$47,952.00

Part A - Description of Request

The rebate check for \$47,952 associated with the Boiler Replacement project at Northeast Elementary is part of an energy efficiency incentive program offered by the utility company, Eversource. The new equipment installed at the school has a higher efficiency rating than the previous equipment and through this incentive program the utility company offers rebates based on their calculations for different efficiency measures. These measures take into account the heating capacity of the unit and the overall efficiency performance upgrades. Eversource reviewed the project design documents and presented the city with a letter of agreement, attached, for \$47,952 for the performance upgrades. The equipment was then verified after installation by the utility company and a rebate check was released.

Part B - Appropriation Request Detail

Fund Source	FY 22/23	Capital Forecast						Total
	Amount	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
Rebates	47,952.00	0	0	0	0	0	0	47,952.00
Total	\$47,952.00	\$0	\$0	\$0	\$0	\$0	\$0	\$47,952.00

Part C - Project History

Fiscal Year	Authorizations	Encumbered	Expenditure	Balance
< 2019	6,146,154.00	0.00	5,955,648.04	190,505.96
2019	175,000.00	0.00	100,571.11	74,428.89
2020	500,000.00	0.00	85,465.76	414,534.24
2021	1,000,000.00	0.00	75,617.29	924,382.71
2022	1,000,000.00	0.00	2,410,137.35	-1,410,137.35
2023	1,500,000.00	169,655.80	34,571.68	1,295,772.52
Total	\$10,321,154.00	\$169,655.80	\$8,662,011.23	\$1,489,486.97

Part D - Approvals

Preparer <i>OPM Dept</i>	Date 12/16/2022	OPM Director/OPM Asst Director  Elda Sinani (Dec 19, 2022 10:22 EST)	Date Dec 19, 2022
Department Head <i>Louis Casola</i>	Date Dec 19, 2022	Director of Administration  Sandy Dennis (Dec 19, 2022 21:47 EST)	Date Dec 19, 2022
Director  Matt Quiñones (Dec 19, 2022 09:45 EST)	Date Dec 19, 2022	Mayor <i>Caroline Simmons</i> Caroline Simmons (Dec 20, 2022 15:34 EST)	Date Dec 20, 2022

CITY OF STAMFORD, CONN. REPORT OF COLLECTIONS

DATE 12/1/2022

NO. 314087

RECEIVED		CASH	CHECK	AMOUNT
FROM	FOR			
Yankee Gas	North East Elem			\$47,952.00

SUBMITTED BY

▼ DO NOT WRITE IN THIS SPACE ▼

CREDIT TO ACCOUNT NO.

DEPARTMENT

SIGNATURE

RECEIVED BY DEPARTMENT OF FINANCE

REVENUE

SIGNATURE

DATE _____ 20____

TITLE

ACCOUNTS RECEIVABLE

YANKEE GAS SERVICES COMP DBA EVERSOURCE ENERGY

Bank of America



Higher Standards

314087

51-44
119 CT

DATE

11/21/2022

PAY Forty Seven Thousand Nine Hundred Fifty Two Dollars & 00/100 US Dollars

USD: \$47,952.00

TO THE CITY OF STAMFORD
ORDER OF 888 WASHINGTON BLVD
STAMFORD, CT 06901-2152, UNITED STATES

John M. Moreau
Authorized Signature

⑈0000314087⑈ ⑆011900445⑆ 000000070683⑈

YANKEE GAS SERVICES COMP DBA EVERSOURCE ENERGY
PO BOX 5017, HARTFORD, CT 06102-5017

314087
Date: 12/07/2021

STAMFORD-017

INVOICE DATE	INVOICE No	PO#	DISC AMT	CURR	PAYMENT AMT
12/03/2021	PB-094385		\$	USD	\$47,952.00
Pymt Comments: NORTHEAST ELEM SCHOOL BOILER CT21P00951592. ATTN: JOHN PERNA.					

Total: \$47,952.00

000082





September 30, 2021

John Perna
Stamford Board of Education
381 High Ridge Road
Stamford, CT 06905

Reference: Energy Efficiency Project # CT21P00807245
Rippowam Boiler and DHW

Dear John;

Congratulations on choosing to make your business energy-efficient. Eversource is pleased to present you with the details of your energy incentive for the upcoming project at the **Stamford Northeast School**.

Should you decide to move forward with the project as submitted, you are eligible for a financial incentive of **\$47,952.00**.

This packet includes the following documents:

Energy Efficiency Services Letter of Agreement – Please review the document, sign both copies, and return one copy to my attention at the address noted below. **To reserve your incentive as stated, return the signed Agreement within 30 days of the signature date on the Agreement.**

Standard Terms and Conditions – In order to claim your incentive, you will need to agree to these terms.

W-9 Form – This form is necessary to process your incentive payment. Submit this completed form with your Energy Efficiency Services Agreement.

Exhibit A – The upgrades included in your project are outlined here. Information includes the energy and dollar savings estimated for each individual measure.

If you have any questions regarding this letter or the documents contained in the packet, please contact me at 860-665-4771

Sincerely,

A handwritten signature in cursive script that reads "Robert Ives".

Robert Ives
Robert.ives@eversource.com
Energy Efficiency Consultant
Eversource Energy Efficiency

**Energy Efficiency Services
LETTER OF AGREEMENT
Stamford BOE (Northeast)
CT21P00951592
9/30/2021**

To encourage energy efficiency, The Connecticut Light and Power Company, doing business as Eversource Energy ("Eversource"), and/or the Yankee Gas Service Company, doing business as Eversource Energy, (hereinafter "Company"), in its capacity as administrator of the Connecticut Energy Efficiency Fund (hereinafter, "Energy Efficiency Fund"), is pleased to offer the Stamford BOE (hereinafter, the "Participant") Energy Efficiency Services in connection with their facility located at 82 Scofield Town Rd, Stamford. If planning to proceed with this project, please counter-sign and return one original of this Letter of Agreement (hereinafter, "LOA") within **30 calendar days** of the date of the authorized Company signature. **If not returned within 30 calendar days, the Company retains the option to modify or cancel this LOA without notification.** By counter-signing and returning the LOA to the Company within the specified timeframe, the Participant is subject to the following terms and conditions:

1. The attached Energy Efficiency Services Standard Terms and Conditions, and the Exhibit(s) are part of this LOA. In the event of a conflict between this LOA and the Standard Terms and Conditions, this LOA controls.
2. To be eligible for an incentive payment, the Participant shall ensure the installed Energy Efficiency Measures ("EEMs" or "measures") comply with the requirements listed in the Exhibit(s) and verify the EEMs perform in their intended manner.
3. To be eligible for an incentive payment, all EEMs must be installed by the Participant and accepted by both the Participant and the Company by 1/31/2022. Failure of Participant to install all EEMs as described and shown in the attached Exhibits by 1/31/2022 may disqualify Participant from receiving an incentive payment.
4. As administrator of the Energy Efficiency Fund, the Company agrees to pay incentives for all EEMs that comply with the terms and criteria specified in the Exhibit(s). The incentive paid for each measure will not exceed the amount listed for the measure in the Exhibit(s) unless the measure description allows for such changes. The total incentive for all measures as listed in the Exhibit(s) is **\$47,952.00**.
5. **Payment will be made to City of Stamford** referred to in this LOA, and at any time may decide to forego the incentive payments for one or more measures.
6. This LOA shall be signed by a representative of the Company, and counter-signed and returned to the Company by the Participant before any EEMs are installed. No payment shall be made for EEMs not listed in the Exhibit(s), or for EEMs installed before this LOA is counter-signed and returned to the Company by the Participant unless authorized by the Company.
7. The Participant may propose changes to the scope of this LOA by giving written notice to the Company. Without prior written approval by the Company, the Company may not recognize any changes implemented by the Participant.
8. If the Participant agrees to the attached Standard Terms and Conditions of this Letter of Agreement, please sign below and return to:

Robert Ives
Energy Efficiency Consultant
Eversource Energy Efficiency
Robert.ives@eversource.com
107 Selden Street
Berlin, CT 06037

Robert Ives

Signature of Company Official

R. Fealey

Signature of Participant Official

Robert Ives

Name (Print)

Ryan Fealey

Name (Print)

Energy Efficiency Consultant

Title of Company Official

Director of Finance

Title of Participant Official

9/30/2021

Date

10/1/21

Date

1. To be eligible for an incentive payment, the Participant shall install the Energy Efficiency Measures ("EEMs" or "measures") and comply with the requirements listed in the Exhibit(s) and verify the EEMs perform in their intended manner. The Participant shall design and install each and all EEMs identified in the Exhibit(s). The Participant shall obtain all necessary permits and comply with all applicable laws, ordinances, building codes, and regulations of all appropriate governing authorities. Moreover, the Participant shall be responsible for any infraction or violation thereof, and any expense or damage resulting therefrom. The Participant receiving incentives shall be responsible for any tax liability associated with incentive payments.
2. The Connecticut Light and Power Company, doing business as Eversource Energy ("Eversource") and/or the Yankee Gas Service Company, doing business as Eversource Energy ("Eversource"), as manager of the Connecticut Energy Efficiency Fund ("EEF"), on behalf of its customers, shall issue a Form 1099 to all Participants who receive more than \$600.00 of incentives per year.
3. To be eligible for an incentive payment, the project must be inspected by Eversource and verified to be installed and operating in accordance with the approved energy analysis report and/or Exhibit(s) by the agreed upon completion date. The Participant shall notify Eversource in sufficient time and allow Eversource reasonable access to the facility to conduct such inspections and shall supply Eversource with copies of any requested documents necessary to verify that the project complies with the Letter of Agreement ("LOA") requirements.
4. Incentive payments from the EEF to the Participant are based on the EEMs actually installed by the Participant, which are specified in and in compliance with, the Exhibit(s). Eversource will provide the Participant (or their designee) with the actual incentive payment based on Eversource's review and approval of final installed costs after installation of all measures. Eversource is solely responsible for determining the final incentive amount and reserves the right to withhold the incentive payment until it has verified actual cost(s) of the measures or performance specifications of installed measures.
5. Participant acknowledges and agrees that (a) neither Eversource nor any of its employees, agents, representatives or consultants are responsible for assuring the design, analysis, engineering, and/or installation of any or all of the individual EEMs is proper or complies with any particular laws, codes, or industry standards, including, without limitation, current standards published or otherwise recognized as applicable to the technology, and (b) Eversource does not represent, warrant or guarantee the product or services of any particular vendor, manufacturer, contractor or subcontractor.
6. Only electricity retail distribution customers of Eversource and/or firm gas customers of Eversource, at time of inspection, are eligible to receive incentives and become Participants in any of the EEF energy conservation programs. In addition, Participants who receive service for the subject facility noted in this LOA via Eversource's distribution equipment are eligible for incentives.
7. Eversource does not represent, warrant, or guarantee the safety of any EEMs or that the installation of any EEMs will result in any level of energy savings will occur at the level projected in the energy analysis report and/or the Exhibits or will result in any measurable energy related benefit. Factors that are impossible to predict, such as changes in facility use, equipment additions or modifications, cutbacks, or weather changes, etc., all of which may impact the Participant's future electric energy or natural gas use and savings. Eversource's scope of review for purposes of this LOA is limited to determining if the EEMs have met the program requirements. Eversource does not include any kind of safety or performance review of the equipment installed or serviced in connection with this LOA or any planned or installed EEMs.
8. Eversource reserves the right to perform, at EEF's expense, and within two years of incentive payment, a confidential project evaluation, under actual operating conditions, to help determine the actual energy savings. The Participant shall provide information as necessary to facilitate this evaluation.
9. In accordance with the Department of Public Utility Control's ("DPUC", now known as the Public Utilities Regulatory Authority) September 29, 2008 decision in Docket No. 05-07-19RE01, DPUC Proceeding to Develop a New Distributed Resources Portfolio Standard (Class III) – 2007 Revisions, (as supplemented by the Department February 11, 2010 decision in Docket No. 05-07-19RE02), neither Customer nor Participant nor Contractor/Arranger is eligible to receive or retain any Class III conservation credits or any and all environmental credits or benefits in connection with the program that is the subject of this LOA and Contractor hereby acknowledges and agrees to the same. Contractor further acknowledges and agrees that such credits shall be retained by Eversource for the benefit of its customers through the Connecticut EEF. The Customer, Participant, and Contractor/Arranger agrees to execute any and all documents and/or instruments as requested by EEF Manager to evidence such assignment. In the event that the DPUC amends or modifies the allocation of Class III conservation credits as reflected in its September 29, 2008 decision, then the allocation of such credits utilized by Eversource shall be the allocation in effect (per the applicable DPUC decision) on the Effective Date of the LOA.
10. By counter-signing and returning this LOA to Eversource and as a condition for receiving EEF incentives pursuant to the applicable conservation programs, Customer, Participant, and Contractor/Arranger acknowledge and agree that any and all payments, benefits and/or credits associated with or applicable to any Eversource customer's participation in the program that is the subject of this LOA in connection with the ISO New England, Inc. Forward Capacity Market ("FCM") or any currently existing or successor or replacement markets, (including, but not limited to, any and all transitional FCM credits or payments or any and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of Eversource as applicable. Customer, Participant, and Contractor/Arranger hereby assign to Eversource, as applicable, all of their right, title and interest in and to any and all such capacity payments, credits and/or benefits and shall take any and all action, including executing and delivering any and all documents and/or instruments, as requested by Eversource, as applicable, to evidence the same. Forward Capacity Market means the market for procuring capacity pursuant to ISO-NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the Forward Capacity Market, or any successor or replacement market/capacity procurement process.
11. If the Participant requests in writing additional time to complete the EEMs at least (5) five business days prior to the project's estimated completion date as stated in this LOA, Eversource may grant an extension, but reserves the right to re-evaluate any program incentives or modify the EEF Energy Conservation Program Standard Terms and Conditions in effect at the time of the request.
12. Eversource may, by written notice, terminate the LOA for convenience, in whole or in part. In this event, Eversource shall pay, from the EEF, the unit or pro rata price for the performed and accepted portion of the project, and a reasonable amount, not otherwise recoverable from other sources, for the unperformed or unaccepted portion of the project, provided that the total compensation does not exceed the total amount in the LOA. No allowance will be made for anticipated profits. Eversource and the EEF shall not be liable for any consequential or incidental damages for termination under this Article.
13. These Standard Terms and Conditions are applicable only to the facilities described in the LOA and not to any future additions or alterations to the Participant's facility that may be serviced by Eversource.
14. The Participant shall defend, indemnify and hold harmless Eversource, its directors, officers, employees, agents, affiliated companies, and representatives, against and from any and all loss, claims, actions, or suits, including cost and reasonable attorneys' fees, arising from the Participant's participation in Eversource's Energy Efficiency Services. Eversource shall not be liable to Participant for any damages in contract or tort or otherwise including negligence caused by any activities related to Participant's participation in Eversource's Energy Efficiency Services, including without limitation the actions or omissions of any design professional or any employee, agent, contractor, subcontractor or consultant retained by Eversource. Eversource's liability under this LOA shall be limited to paying the incentives specified for the EEMs, but only as and if such incentives become payable to Participant and only to the extent that such incentives are not subject to repayment as provided in this LOA. In no case shall Eversource be liable to Participant for any special, indirect, consequential, incidental, punitive or exemplary damages of any kind including but not limited to loss of use, lost profits, out of pocket expenses by statute, tort or contract, in equity under any indemnity provision or otherwise.
15. These Standard Terms and Conditions are binding on the heirs, successors and assigns of the Participant and Eversource. The LOA shall not be assigned by either party without prior written consent of the other.
16. The LOA shall be administered and interpreted under the laws of the State of Connecticut. If any part is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the terms and conditions shall continue in full force and effect.
17. The Participant understands that all funding for this program derives from the EEF and funded by the customers of Eversource. Eversource is not responsible for any costs or damages incurred by the Participant if funding for this program or the EEF is reduced or eliminated by the State of Connecticut, the Department of Energy and Environmental Protection or the Connecticut Public Utilities Regulatory Authority.
18. The parties shall endeavor to resolve any dispute arising out of or relating to this LOA by mediation before the alternative dispute resolution staff of the Public Utilities Regulatory Authority ("PURA"). If a resolution cannot be reached in that forum, the parties agree resolve their dispute by the CPR Mediation Procedure then currently in effect. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any controversy or claim arising out of or relating to this LOA, including the breach, termination or validity thereof, which remains unresolved 45 days after the appointment of a mediator, shall be finally resolved by confidential, final and binding arbitration in accordance with the CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration then currently in effect, by a sole arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be Hartford, Connecticut, or such other location mutually agreed to by the parties. The arbitration must be commenced within two years of the conduct or action giving rise to the dispute.

Substitute Form W-9**Request for Taxpayer Identification Number and Certification**

(Give this form to the requester. DO NOT send to IRS)

NAME (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below)

ADDRESS (Number and Street)

CITY

STATE

ZIP CODE

PART I TAXPAYER IDENTIFICATION NUMBER

Enter your taxpayer identification number in the appropriate box. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. If you do not have a number, see How to Obtain a TIN, on Instruction form EMS6002-2.

SOCIAL SECURITY NUMBER

EMPLOYER IDENTIFICATION NUMBER

OR

Certification - Under the penalties of perjury, I certify that:

(1) The number shown on this form is my 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 or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payments other than interest and dividends).

Certification Instructions - You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (Also, see Signing the Certification under Specific Instructions on instruction form EMS6002-2.

PART II FOR PAYEES EXEMPT FROM BACKUP WITHHOLDING (See Instructions)

Check one of the following below, if applicable.

Exemption Block

1. ☐ A corporation
2. ☐ An organization exempt from tax under section 501 (a), or an individual retirement plan (IRA), or a custodial account under 403(b)(7).
3. ☐ The United States or any of its agencies or instrumentalities.
4. ☐ A state, The District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
5. ☐ A foreign government or any of its political subdivisions, agencies, or instrumentalities.
6. ☐ An international organization or any of its agencies or instrumentalities.
7. ☐ A foreign central bank of issue.
8. ☐ A dealer in securities or commodities required to register in the U.S. or a possession of the U.S.
9. ☐ A futures commission merchant registered with the Commodity Futures Trading Commission.
10. ☐ A real estate investment trust.
11. ☐ An entity registered at all times during the tax year under the Investment Company Act of 1940.
12. ☐ A financial institution.

Signature

Date

Please sign Here è

EXHIBIT A
Stamford BOE (Northeast)
CT21P00951592
9/30/2021

I. GENERAL:

A. The Participant will submit documents for review as required. The Connecticut Light & Power Company, doing business as Eversource Energy, and/or the Yankee Gas Service Company, doing business as Eversource Energy, (hereinafter "Company") will review construction documents to facilitate the verification of conformance with the energy efficiency improvement measures detailed in Item II, below,

B. The listing of a specific manufacturer in this Contract does not represent an endorsement of a specific product by the Company. Listed manufacturers are those proposed by the Participant in their application. The Participant may substitute an equivalent product, which will produce equal or greater energy savings than the product originally proposed, with the approval of the Company.

II. MEASURE SPECIFICATION:

Measure: Boilers