

**RESOLUTION 17-38**

**A RESOLUTION TO INCREASE GRANTEE MATCH FUNDING FOR THE CLEAN TENNESSEE ENERGY GRANT PROGRAM GOVERNMENTAL GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION AND THE CITY OF SPRING HILL, TENNESSEE AND TO AUTHORIZE EXPENDITURE FOR THIS PROJECT**

**WHEREAS**, the City of Spring Hill has the authority, pursuant to T.C.A. 6-2-201 (13) to enter into contracts; and

**WHEREAS**, the City of Spring Hill desires to provide and improve energy efficiency in Public buildings; and

**WHEREAS**, the City of Spring Hill has applied for, and been awarded a grant from the State of Tennessee, Department of Environment and Conservation effective for the period beginning on September 1, 2016 and ending on August 31, 2018, for the Clean Tennessee Energy Grant program; and

**WHEREAS**, the City of Spring Hill has passed and adopted a resolution 16-07 authorizing the City of Spring Hill to participate in the TDEC Clean Tennessee Energy Matching Grant Program; and

**WHEREAS**, the City of Spring Hill has received bids from requests for proposals with the lowest bidder contractor base bid at \$70,000 from Maynard Construction Company; and

**WHEREAS**, the City of Spring Hill has passed and adopted resolution 16-07 authorizing to provide matching sum not to exceed \$26,409.78, included in the 2016-2017 budget; results of the bid show that the expense of the project is \$17,180.44 over anticipated costs as follows:

Project Total Cost (Contractor Bid)	\$70,000.00
Total Grant (TDEC reimbursement)	\$26,409.78
City Matching Amount (budgeted)	\$26,409.78
Water Sewer Expense	\$12,026.30
General Fund Expense	\$ 5,154.14

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Mayor and Alderman of the City of Spring Hill, Tennessee, authorize to fund the remaining amount of \$17,180.44 for a total City of Spring Hill project financial contribution of \$43,590.22; to be completed by Maynard Construction Company.

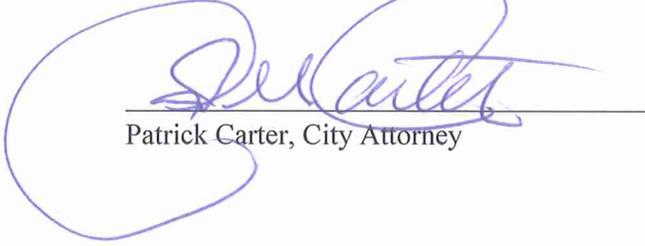
Passed and adopted this 17<sup>th</sup> day of April, 2017.

  
\_\_\_\_\_  
Rick Graham, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

<b>Maynard Select Product Pricing:</b>	QTY	Price Each	Total Cost
High Bays with globe	33	\$300.00	\$9,900.00
4500K Wall Packs	20	\$227.00	\$4,540.00
Wall /Ceiling Sensors	51	\$40.00	\$2,040.00
HVAC Control System @ Library	1	\$7,000.00	\$7,000.00
Computer Room @ CH & zone adjustments	1	\$10,000.00	\$10,000.00
			<b>\$33,480.00</b>
<b>Mainord's Labor, Lift Rental, etc</b>			<b>\$36,520.00</b>
<b>Mainord Select Bid</b>			<b>\$ 70,000.00</b>
<b>Shortfall of</b>			<b>\$ (14,680.44)</b>

<b>Jeremy Polk Estimated Budget Items</b>	
City Hall Materials	\$ 10,849.55
Library Materials	\$ 8,750.00
Water Plant Materials	\$ 12,670.00
	<b>\$ 32,269.55</b>
City Hall Labor	\$ 5,500.00
Library Labor	\$ 5,800.00
Water Plant Labor	\$ 8,000.00
	<b>\$ 19,300.00</b>
<b>Total Estimated</b>	<b>\$ 51,569.55</b>

<b>Grant Budget Submissions</b>	Grant Contract	\$ 26,409.78	\$ 52,819.56
	Grantee Match	\$ 26,409.78	
	In-Kind Expense	\$ 2,500.00	
		<b>\$ 55,319.56</b>	



# GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> 9/1/2016	<b>End Date</b> 8/31/2018	<b>Agency Tracking #</b> 32701-02808	<b>Edison ID</b> PO _____
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<b>Grantee Legal Entity Name</b> City of Spring Hill	<b>Edison Vendor ID</b> 0000002036
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<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	<b>CFDA #</b>
	<b>Grantee's fiscal year end June 30th</b>

**Service Caption (one line only)**  
Clean Tennessee Energy Grant Program

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2017			\$26,409.78		\$26,409.78
<b>TOTAL:</b>			<b>\$26,409.78</b>		<b>\$26,409.78</b>

<b>Grantee Selection Process Summary</b>	
<input checked="" type="checkbox"/> Competitive Selection	Applications were solicited from Tennessee local governmental entities and were evaluated and grant amounts determined according to the following criteria: <ul style="list-style-type: none"> <li>• energy efficiency,</li> <li>• air quality improvements,</li> <li>• general public benefit,</li> <li>• protection of environmental resources, and</li> <li>• creativity/new technology.</li> </ul>
<input type="checkbox"/> Non-competitive Selection	

**Budget Officer Confirmation:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

*CPO USE – GG*

**Edison ID 49288**

*Thomas W. Edw*

<b>Speed Chart (optional)</b> EN00017611	<b>Account Code (optional)</b> 71302000
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327.31



**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
AND  
CITY OF SPRING HILL**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Spring Hill, hereinafter referred to as the "Grantee," is for the provision of Clean Tennessee Energy Grant Program services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000002036

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The grantee shall purchase, install and construct an environmental energy project that shall result in the reduction of emissions and pollutants as described in the Grantee's application.
- A.3. Cleaner Alternative Energy improvements may include projects to generate energy using biomass, geothermal, solar, and wind.
- A.4. Energy Conservation improvements may include lighting; heating, ventilation, and air conditioning (HVAC); improved fuel efficiency; insulation; and idling minimization.
- A.5. Air Quality Improvement may include projects to reduce greenhouse gas (GHG), sulfur dioxide (SO<sub>2</sub>), volatile organic compounds (VOC), nitrogen oxide (NO<sub>x</sub>), and hazardous air pollutants (HAP).
- A.6. The Grantee shall obtain all required permits prior to commencing work on the project.
- A.7. The Grantee shall provide the State with reports on the results of the project for five (5) years after implementation. The Grantee expressly understands and agrees that the obligations set forth in this section shall survive the termination of this grant.
- A.8. The Grantee shall comply with the International Energy Conservation Code (2006 edition to present). This code is founded on principles intended to establish provisions consistent with the scope of an energy conservation code that adequately conserves energy; provisions that do not unnecessarily increase construction costs; provisions that do not restrict the use of new materials, products or methods of construction; and provisions that do not give preferential treatment to particular types of classes of materials, products or methods of construction.
- A.9. The Grantee shall enroll and engage in the Environmental Protection Agency's ENERGY STAR Portfolio Manager. The ENERGY STAR portfolio manager is an online tool that one can use to measure and track energy and water consumption as well as greenhouse gas emissions.
- A.10. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
  - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment 1) incorporated to elaborate supplementary scope of services specifications.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on September 1, 2016 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty Six Thousand Four Hundred Nine Dollars and Seventy-Eight Cents (\$26,409.78) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Environment and Conservation  
Office of Sustainable Practices  
William R. Snodgrass Tennessee Tower  
312 Rosa L. Parks Ave., 2<sup>nd</sup> Floor  
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Environment and Conservation, Office of Sustainable Practices.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).

- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
  - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
  - ii. The amount reimbursed by Grant Budget line-item to date.
  - iii. The total amount reimbursed under the Grant Contract to date.
  - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
  - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
  - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract

(including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
  - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all

payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Kathy Glapa, Office of Sustainable Practices  
Department of Environment and Conservation  
William R. Snodgrass Tennessee Tower, 2<sup>nd</sup> Floor  
312 Rosa L. Parks Blvd  
Nashville, Tennessee 37243  
[kathy.glapa@tn.gov](mailto:kathy.glapa@tn.gov)  
Telephone#: (615) 253-8780  
FAX#: (615) 532-0199

The Grantee:

Jeremy Polk, MS4/Stormwater Coordinator  
199 Town Center Parkway/ P.O. Box 789  
Spring Hill, TN 37174-2460  
[jpolk@springhilltn.org](mailto:jpolk@springhilltn.org)  
Telephone # 931-797-3003  
FAX # 931-486-1268

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration (“F&A”). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee’s name; (b) the Grant Contract’s Edison identification number, Term, and total amount; (c) a narrative section that describes the program’s goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency’s website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 3.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget’s *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee’s representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee’s performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. Reserved.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget’s Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall

remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

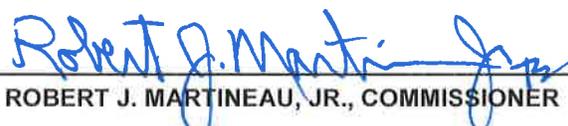
**IN WITNESS WHEREOF,**

**CITY OF SPRING HILL:**

  
\_\_\_\_\_  
GRANTEE SIGNATURE 8/15/16  
DATE

*Rick GRAHAM Mayor*  
\_\_\_\_\_  
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

**DEPARTMENT OF ENVIRONMENT AND CONSERVATION:**

  
\_\_\_\_\_  
ROBERT J. MARTINEAU, JR., COMMISSIONER 8/26/16  
DATE

GRANT BUDGET				
Clean Tennessee Energy Grant Program				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 9/1/2016 END: 8/31/2018				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE MATCH <sup>3</sup>	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	\$26,409.78	\$26,409.78	\$52,819.56
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	\$2,500.00	\$2,500.00
25	<b>GRAND TOTAL</b>	<b>\$26,409.78</b>	<b>\$28,909.78</b>	<b>\$55,319.56</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

<sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
City Hall-Retrofit existing thermostats, retrofit existing lighting controls with passive IR, install mini ductless HVAC system. City of Spring Hill Library to install Energy Management System for HVAC, Retrofit existing 175W metal halide wall packs with 42W LED lighting. City of Spring Hill Water Plant to Retrofit 33 existing 400W metal halide fixtures with 150W LED hi-bay, retrofit existing 250W metal halide wall packs with 42W LED lighting.	\$52,819.56
<b>TOTAL</b>	<b>\$52,819.56</b>

**Parent Child Information**

***The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is **Grantee Legal Entity Name** a parent?    Yes             No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is **Grantee Legal Entity Name** a child?    Yes             No

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_



TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
 William R Snodgrass Tennessee Tower – Office of Sustainable Practices  
 312 Rosa L Parks Ave, 2<sup>nd</sup> Floor, Nashville, TN 37243  
 EMAIL: [Green.Initiatives@tn.gov](mailto:Green.Initiatives@tn.gov)

**Clean Tennessee Energy Grant Program Application**  
*(Limit one application per entity, per location)*

To be considered, applications must be submitted no later than January 29, 2016.

**Participant Information** | Please provide a description in the text boxes below for each section

**Applicant Name** (Organization that will enter into the Grant Agreement): City of Spring Hill

**Applicant is a:**

- |                         |                                     |                                      |                          |
|-------------------------|-------------------------------------|--------------------------------------|--------------------------|
| A. Municipal Government | <input checked="" type="checkbox"/> | C. Utility District                  | <input type="checkbox"/> |
| B. County Government    | <input type="checkbox"/>            | D. Other Entities created by statute | <input type="checkbox"/> |

**List of Project Partners (if any):**

**List County/Counties location:**

Maury

**Applicant Address:** 199 Town Center Parkway / P.O. Box 789

**Project Location Address:** 199 Town Center Parkway

City: Spring Hill Zip Code(9-Digit): 37174 2460

City: Spring Hill Zip Code(9-Digit): 37174 2460

**Applicant Contact** (Person responsible for daily management of project):

Name: Jeremy Polk Telephone: 931 - 797 - 3003

Title: MS4/Stormwater Coordinator Federal ID: 62-0692693

E-Mail: jpolk@springhilltn.org

**Project Title:** City of Spring Hill CTEG Proposal

**Project Categories**

**Cleaner Alternative Energy:**

- Biomass
- Geothermal
- Solar
- Wind

**Air Quality Improvement/Reduction Energy Conservation:**

- GHG
- SO<sub>2</sub>
- VOCs
- NO<sub>x</sub>
- HAPs

- Lighting
- HVAC Improvements
- Improved fuel efficiency
- Insulation
- Idling Minimization

Other:  Other:  Other:

**Brief Project Description** (No more than 500 characters):

City of Spring Hill proposes the following: City Hall-Retrofit existing thermostats to programmable thermostats , retrofit existing lighting controls with passive IR, install mini ductless HVAC system. City of Spring Hill Library- Install Energy Management System for HVAC, Retrofit existing 175w metal halide wall packs with 42w LED. City of Spring Hill Water Plant- Retrofit 33 existing 400w metal halide fixtures with 150w LED hi-bay, retrofit existing 250w metal halide wall packs with 42w LED.

**Project Funding**

Grant Amount Requested:	\$26409.78	45
Match:	\$28909.78	55
<b>TOTAL PROJECT COST</b>	<b>\$55319.56</b>	<b>100%</b>

**Source & Amount of Applicant's Matching Funds**

General Fund:	\$26409.78
In-kind Services:	\$2500.00
<b>TOTAL MATCH</b>	<b>\$28909.78</b>

(TOTAL MATCH should equal match in project funding section)

**received**  
 01-28-16  
 HW

**Grantee Information** (Person responsible for communications and contact):

Name: Jeremy Polk	Address: 199 Town Center Parkway/P.O. Box 789		
Title: MS4/Stormwater Coordinator	Telephone: 931	797	3003
E-Mail: jpolk@springhilltn.org	Fax: 931	486	1268

**Federal Congressional District**

Congressperson's Name: Marsha Blackburn/Scott Desjarlais District Number: 07/04

**State Districts**

Senator's Name: Joey Hensley District Number: 28

Representative's Name: Sheila Butt District Number: 64

Signature of Elected Official/Date

Rick Graham / Mayor City of Spring Hill

Printed Name/Title

199 Town Center Parkway, Spring Hill, TN, 37174\*P.O. Box 789

Mailing Address, City, State, Zip Code

rgraham@springhilltn.org

E-Mail

Signature of Project Partner/Date

Printed Name/Title

Mailing Address, City, State, Zip Code

E-Mail

When you have completed this form print and sign and make a copy for your records and return the original to the following address:

Tennessee Department of Environment and Conservation  
 Office of Sustainable Practices  
 Attention: Clean Tennessee Energy Grant  
 William R Snodgrass Tennessee Tower  
 312 Rosa L. Parks Avenue, 2<sup>nd</sup> Floor  
 Nashville, TN 37243

**Application Procedure:**

Applicants must complete and provide the items listed below in their grant request. Details for completing the items below are provided in this grant manual.

- Clean Tennessee Energy Grant Program Application
- Project Proposal (maximum five pages)
  - o Selection Criteria
  - o Estimate of reductions and or air emissions
- Budget page and Budget justification





To: TDEC Energy Grant Proposal

From: Jerome Dempsey, P.E.  
Dempsey, Dilling, & Associates, P.C.

Date: 27 January, 2016

Re: Project Timeline for proposed grant project

Sir/Madam,

Thank you for considering the City of Spring Hill's energy reduction project. We strive to reduce our environmental impact and reduce our budget to improve our municipal in other elements.

**Estimate of reductions and/or air emissions:**

Based on two years of utility bills for each location, the three facilities use an average total of 2,064,180 kWh. The LED fixtures, HVAC components, and facility components that the City seeks funding for is approximately 30-40% more efficient for the items being proposed to be replaced. The City anticipates to reduce 198,025 kWh annually with savings totaling \$19,802.00.\*

\*The savings are representative of the kWh usage from the materials being retrofit, based on usage and cost calculations from the existing products to the replacement product.

In terms of CO2 emissions, the retrofits will reduce equivalent emissions by 151 metric tons, (based on the provided EPA emissions calculator at <http://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>) All LED retrofits will be a 1 for 1 replacement. All thermostats and passive infrared sensors will be a 1 for 1 replacement.

This project could be completed quickly. If awarded, the City anticipates completing the project within 6 months of the award announcement. If awarded in the summer of 2016, the City could purchase all LED fixtures, thermostats, passive infrared sensors, and wall packs thru websites that provides materials at a reduced cost for municipalities. The remaining installments will be completed thru our procurement procedure by outside vendors that submit bids to install. It will take approximately 1-1 & ½ months to purchase and receive materials the City will purchase. At the same time, we will begin the procurement process to receive bids to complete retrofits and installments.

**Tentative Timeline:**

July 1, 2016: City awarded grant;

July 11(approx.), 2016: City issues press release about award;

August 15, 2016: City orders materials by selecting vendors through U.S. Communities; procurement process begins to receive bids from contractors to install LED materials, ductless unit, Energy Management System, and thermostats and passive infrared sensors.

199 TOWN CENTER PARKWAY / P.O. BOX 789  
SPRING HILL, TN 37174 / PHONE 931.486.2252

September 19, 2016: Having completed procurement process and selected licensed vendors to install and materials received from City purchase, work to commence.

October 3(approx.), 2016: Marketing/public outreach regarding project and complete reporting activities.

Please let me know if you have additional questions or require clarification of these estimates.

Very Sincerely,



Jerome Dempsey, P.E.  
Dempsey, Dilling, & Associates, P.C.  
502 Hazelwood Drive  
Smyrna, TN 37167  
Tel: 615-220-5800 | Fax: 615-220-5888



CC: Jeremy Polk, Principal Planner  
Department of Public Works  
City of Spring Hill

## **CITY OF SPRING HILL ENERGY EFFICIENT UPGRADES**

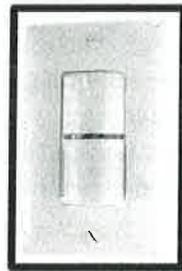
### Background Information:

The City of Spring Hill seeks to use Clean Tennessee Energy grant funds to reduce electrical and HVAC consumption at the following municipal facilities: City Hall, Spring Hill Water Plant, & Spring Hill Library. The City believes this can be accomplished by the following:

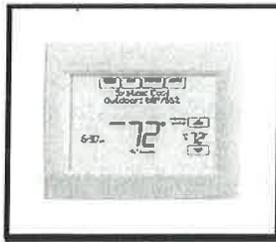
### **SPRING HILL CITY HALL**

City Hall will retrofit the existing basic thermostats with 7-day multi-time setting thermostats and replace existing on/off light switches with passive infrared wall switch occupancy sensor or lighting controlled passive infrared ceiling sensors. The individual area determines the wall or ceiling option. Upgraded thermostats will create set back temperatures during unoccupied hours. Lighting controls will prevent any area not authorized to remain on all hours are turned off after work hours and will reduce any areas when on-site personnel are absent the area after a designated time.

The City seeks to install a single room Energy Efficient Ductless Mini-Split HVAC unit into a server/electronics room for controlled temperature and remove the room from the existing HVAC unit supplying additional offices. The existing unit operates continuously to satisfy the server/electronics required temperatures, causing the additional offices ineffective & uncomfortable working temperatures. The City Hall building is owned and maintained by the City.



Installation of IR sensors will reduce lighting when occupants are out of office during the work day and ensure they are off during non-working hours.



The current thermostats call for heat or cool only. The set temperature remains until changed. Retrofit to a multi-day, multi-time setting will instantly reduce operating cost/usage during non-work hours.

### **SPRING HILL WATER PLANT**

The City of Spring Hill Water Plant seeks to retrofit the existing 400 watt metal halide ceiling fixtures with 150 watt LED High Bay Base with lamp. The 33 interior fixtures never shut off and are continually on due to 24 hour employees on-site and is required for this building type.

The Water Plant also seeks to retrofit 8 outdoor wall-mounted lights. The existing lamps are 175 watt metal halide and will be retrofit to 42 watt LED fixtures. These fixtures operate during non-daylight

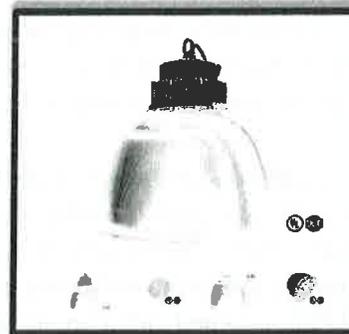
hours. The water plant is owned and maintained by the City and will reduce maintenance cost, material cost, and decrease usage and cost over the 8-10 year lifespan of the fixtures.



The current 250 watt lamps (Left) last from 6-8 months. The 42 watt LED (Right) is expected to last 8-10 years.



The 400 watt metal halide (Left) typically last 6-8 months. The 150 watt LED base w/ lamp (Right) is expected to last 8-10 years!



### **SPRING HILL LIBRARY**

The City of Spring Hill Library seeks to install an automated Energy Management System for HVAC efficiency reduction. The retrofit will create scheduled settings for daily usage, monitor the facilities HVAC capabilities, and report issues to designated personnel. In addition, we seek to replace twelve (12) 175 watt metal halide outdoor wall packs with 42 watt LED. This retrofit is like the Water Plant stated above. This will reduce maintenance cost, daily usage and cost, and prevent early unit life cycle span. The library is owned and maintained by the City.

### **Energy Efficiency & Cost Savings:**

This project makes a strong business case for energy efficiency.

#### **City of Spring Hill City Hall**

- The City anticipates a 35-40% energy reduction for the installation of programmable thermostats – From 146,520 kwh/year to 87,912 kwh/year.
- The City anticipates a 10-15% energy reduction for the installation of passive infrared wall light switches and passive IR ceiling sensors – 73260 kwh/year to 62271 kwh/year.
- The Energy Efficient Ductless Mini-Split HVAC unit install will accomplish two items:
  - The existing three ton unit supporting the server/electronics room will run at a decreased rate, reduce maintenance cost, and support the additional offices with a proper work environment.
  - The server/electronics room will run at a set temperature to ensure decreased usage and provide the required temperature to prevent computer equipment damage.
- This project will save the City approximately \$68,427.80 over the next 10 years and does not factor the savings from reduced maintenance and labor hours.
- Estimated Return On Investment is 2 years, 5 months. Payback schedule is displayed below.

City of Spring Hill Water Plant

- The City anticipates a 20-25% reduction for the retrofit/replacement of 33 metal halide hi-bay fixtures and 8 metal halide wall pack fixtures to LED. This will provide an overall reduction energy reduction from 1,580,700 kwh/year to 1,501,749 kwh/year for the water plant.
- This project will save approximately \$78,951.00 over 10 years. These fixtures have an expected life span of 8-10 years.
- The savings do not factor cost of current materials replacements or maintenance labor hours.
- Estimated Return On Investment is 2 years, 8 months. Payback schedule is displayed below.

City of Spring Hill Library

- The City anticipates a 30-35% energy reduction for the installation of an Energy Management System for HVAC control and retrofit of twelve (12) 175 watt metal halide wall packs. This will provide an overall energy reduction from 239,280 kwh/year to 189,803 kwh/year for the Library.
- This project will save approximately \$51,357.60 over 10 years. The savings do not factor the cost of existing materials and maintenance labor hours and potentially expand the life of existing HVAC units.
- Estimated Return On Investment is 2 years, 10 months.

**GENERAL PUBLIC BENEFIT:**

The LED lights give off a strong white light that provides better illumination than what is currently installed, thus improving public safety and city employee work areas, and improved security lighting from the new wall packs. The current lights only last 6 months, making it difficult and cost inefficient to replace. The long life cycle of the LEDs will ensure a well-lit Water Plant and Library.

The Programmable Thermostats will provide instant savings and continue through the life of the facility. The existing thermostats do not support set back temperatures or schedules to maximize savings. The Passive IR ceiling & wall mounted sensors will decrease work time usage when personnel are not occupying areas, ensure all lighting is off during non-work hours, and extend the life of the current lights, reducing replacement cost and labor to install.

The Energy Management System (EMS) will ensure the Public Library receive a comfortable relaxing environment while reducing the cost and usage of non-work hours in setback mode. The electronic schedule will eliminate on-site personnel making adjustments daily as well as providing automatic notification of any maintenance issues monitored by the EMS.

**CREATIVE/NEW TECHNOLOGY:**

In the last 10 years, LEDs have surged in the marketplace and costs have decreased for an improved ROI/Payback period. They have become an increasingly reliable, aesthetic, proven, and cost effective option. Retrofitting thermostats to decrease HVAC cost/usage are becoming the standard of everyday office space. Motion Sensor Technology have drastically improved over the last 5 years. These installations ensure maximum electrical savings in lighting. Energy Management Systems have been integrated into civilian and government facilities for several years. Facilities with weekly set hours of operation can maximize HVAC efficiency thru programmed schedules as well as decrease response time to maintenance issues.

**QUALIFICATIONS, EXPERIENCE, CAPABILITIES. AND SCHEDULING:**

If awarded, the City will follow its procurement policy for projects in each range. Based on the average cost of materials for municipalities, the materials will be purchased by the City. Installation of materials will be awarded to qualified contractors. The Energy Management System will be provided within the awarded contractors bid.

The project can be completed within six (6) months after entering into a contract with TDEC and the Facilities Directors, Director of Public Works, and Principal Planner will administer the grant and oversee the project.

**PUBLIC AWARENESS/EXPOSURE:**

If awarded, the City will devote \$2,500 towards "in-kind" staff time to inform the public about this project. The City will issue a press release, include information on our website, and create a video that informs the public on the current conditions, the retrofit process, and the results.

**PROTECTION OF ENVIRONMENTAL RESOURCES:**

This project is a low-impact improvement that will reduce the City's energy usage and operational expenses. The long lifespan will reduce material waste to the landfill and reduction of vehicle emissions (decreased travel time & fuel for maintenance vehicles). It is estimated the LED products will last twenty (20) times longer than the existing metal halides.

**ABILITY TO MATCH GRANT FUNDS:**

The City commits to a 50% monetary match as well as in-kind time for the public awareness effort.

**AIR QUALITY AND ESTIMATE OF REDUCTIONS:**

Spring Hill is located in an 8-hour ozone nonattainment area and the I-hour Ozone Maintenance Area. The combined facilities annual kwh usage is approximately 2,064,180. The combined facilities annual kwh reduction is approximately 198,025. Based on the EPA emissions calculator at <http://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>, this amounts to 151 metric tons of CO2 equivalent.

**CONCLUSION**

After considering many improvements and analyzing various ROIs, we are proposing the upgrades above only because of the dramatic payback period and determined ROI for each. The significant improvement to the City Hall complex, Library, and Water Plant will benefit the community and city staff by providing safer lighting, improved HVAC capabilities, and reduce our budgeted cost.

Total 7 year consumption cost and usage without project retrofit	\$1,329,076.42 / 14,449,260 kwh
Total 7 year consumption cost and usage with project retrofit	\$1,189,960.94 / 13,063,085 kwh
<b><u>7 year Cost &amp; Usage Savings</u></b>	<b><u>\$ 139,115.48 / 1.386,175 kwh!!</u></b>

**CITY OF SPRING HILL CITY HALL**

<b>Materials</b>	<b>Labor</b>	<b>Material Type</b>	<b>Individual Project Cost</b>		<b>Total Project Cost</b>
\$ 1,980.00	\$ 2,600.00	Pgrm. T'Stats (11)	\$ 4,580.00		\$ 16,349.55
\$ 1,509.55	\$ 1,200.00	IR Wall Sensors (35)	\$ 2,709.55	1st year Payback	\$ 6,842.78
\$ 1,360.00	\$ 1,700.00	IR Ceiling Sens. (16)	\$ 3,060.00		\$ 9,506.77
\$ 6,000.00	(included)	HVAC retrofit (1)	\$ 6,000.00	2nd year Payback	\$ 6,842.78
					\$ 2,663.99
\$ 10,849.55	\$ 5,500.00		\$ 16,349.55	5 months	\$ 2,851.15
					\$ 187.16

PROJECT PAYBACK PERIOD - 2 YEARS 5 MONTHS	
CITY OF SPRING HILL PAYBACK - 1 YEAR 2.5 MONTHS	

**CITY OF SPRING HILL LIBRARY**

<b>Materials</b>	<b>Labor</b>	<b>Material Type</b>	<b>Individual Project Cost</b>		<b>Total Project Cost</b>
\$ 5,900.00	\$ 3,800.00	EMS HVAC (1)	\$ 9,700.00		\$ 14,550.00
\$ 2,850.00	\$ 2,000.00	LED Wall pack (12)	\$ 4,850.00	1st year Payback	\$ 5,135.76
					\$ 9,414.24
\$ 8,750.00	\$ 5,800.00		\$ 14,550.00	2nd year Payback	\$ 5,135.76
					\$ 4,278.48
				10 months	\$ 4,279.80
					\$ 1.32

PAYBACK PERIOD - 2 YEARS 10 MONTHS	
CITY OF SPRING HILL PAYBACK - 1 YEAR 5 MONTHS	

**CITY OF SPRING HILL WATER PLANT**

<b>Materials</b>	<b>Labor</b>	<b>Materials Type</b>	<b>Individual Project Cost</b>		<b>Total Project Cost</b>
\$ 9,570.00	\$ 8,000.00	LED Hi-Bay (33)	\$ 17,570.00		\$ 20,670.00
\$ 1,900.00	(included)	LED Wall pack(8)	\$ 1,900.00	1st year Payback	\$ 7,895.10
\$ 1,200.00		Lift Rental	\$ 1,200.00		\$ 12,774.90
				2nd year Payback	\$ 7,895.10
\$ 12,670.00	\$ 8,000.00		\$ 20,670.00		\$ 4,879.80
				8 months	\$ 5,263.40
					\$ 383.60

PAYBACK PERIOD - 2 YEARS, 8 MONTHS	
CITY OF SPRING HILL PAYBACK - 1 YEAR, 4 MONTHS	



5-9-17, 2017

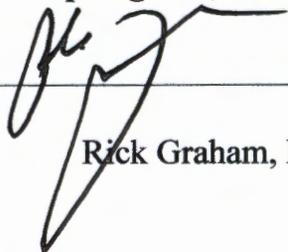
MAYNARD SELECT  
617 NORRIS AVENUE  
NASHVILLE, TN 37204

RE: Clean TN Energy Grant Program  
Installation of Ductless HVAC,  
Programmable Thermostats, and  
Lighting  
Spring Hill, Tennessee

NOTICE TO PROCEED

You are hereby notified to commence work in accordance with the Agreement dated 5-9, 2017 on or before (date) 5-9, 2017 and you are to complete the work within 90 consecutive days thereafter. The date of completion of all work is, therefore, 8-9, 2017.

City of Spring Hill, Tennessee

By:   
Rick Graham, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by:

**Maynard Select**

This the 9<sup>th</sup> day of May, 2017  
By: Patricia M. Campbell  
Title: GEN. MANAGER

## NOTICE OF AWARD

**TO: MAYNARD SELECT  
617 NORRIS AVENUE  
NASHVILLE TN 37204**

### PROJECT DESCRIPTION:

**City of Spring Hill, Tennessee Installation of Ductless HVAC, Programmable  
Thermostats and Lighting**

The City of Spring Hill, Tennessee has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated Thursday March 23<sup>rd</sup> 2017 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of:

**Total Bid Amount: \$70,000.00**

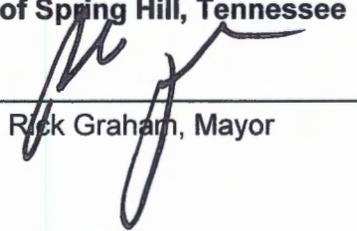
You are required by the Information for Bidders to execute the Agreement and furnish the required certificates of insurance within ten (10) calendar days from the date of this Notice to you. If you fail to execute said agreement within ten (10) days from the date of this Notice, said owner will be entitled to consider all your rights arising out of the Owners acceptance of your BID. The Owner will be entitled to such rights as granted by law.

You are required to return an acknowledged copy of this Notice of Award to the City of Spring Hill.

Dated this 27<sup>th</sup> Day of April, 2017

**City of Spring Hill, Tennessee**

By: \_\_\_\_\_

  
Rick Graham, Mayor

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

**MAYNARD SELECT**

This the 9<sup>th</sup> day of May, 2017

BY: \_\_\_\_\_

Title: GEN. MANAGER

AGREEMENT BETWEEN  
MAYNARD SELECT  
AND  
THE CITY OF SPRING HILL, TENNESSEE

This Agreement is made this 9th day of May, 2017, by and between Maynard Select, hereinafter referred to as the "Contractor", and the City of Spring Hill, Tennessee, hereinafter referred to as "Institution".

WITNESSETH:

In consideration of the payments and agreements herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

A. The Contractor agrees to perform the following services:

1. Retrofit the existing City Hall building basic thermostats with 7-day multi-time setting thermostats and replace existing on/off light switches with passive infrared wall switch occupancy sensor or lighting controlled passive infrared ceiling sensors.
2. Install a single room Energy Efficient Ductless Mini-Split HVAC unit into a server/electronics room at the City Hall building for controlled temperature and remove the room from the existing HVAC unit supplying additional offices..
3. Retrofit thirty - three (33) existing 400 watt metal halide ceiling fixtures with 150 watt LED High Bay Base with lamp at the Water Treatment Facility.
4. Retrofit three (3) outdoor wall- mounted lights to 42 watt LED fixtures with bulbs.
5. Retrofit four (4) outdoor ground mount lights with one (1) facing the flag with higher lumens.
6. Install an automated Energy Management System for HVAC efficiency reduction including creation of scheduled settings for daily usage, remote monitoring and management of the system at the City of Spring Hill Library.
7. Retrofit twelve (12) 175 watt metal halide outdoor wall packs with 42 watt LED fixtures and bulbs.
8. Submit an invoice with receipts, match report with receipts, and brief final report to the institution.

B. The Institution agrees to compensate the Contractor as follows:

1. A total of not to exceed Seventy Thousand and NO/100 Dollars (\$70,000.00).
2. Payment will be made in one payment of up to Seventy Thousand and NO/100 Dollars (\$70,000.00) upon submission of an invoice, match report, receipts, and brief final report from the Contractor, to the City of Spring Hill, Tennessee.

3. Payments to the Contractor shall be made according to the schedule set out above, provided that payments shall be made only upon submittal of invoices by the Contractor, and after performance of the portion of the services which the invoiced amount represents. The final payment shall be made only after the Contractor has completely performed its duties under this Agreement.

The Contractor shall not be compensated/ reimbursed for travel expenses.

C. The parties further agree that the following shall be essential terms and conditions of this Agreement.

1. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the state of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Contractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement.
2. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

3. If Contractor will receive Federal funds under this Agreement, Contractor agrees to complete a TBR Annual Title VI Survey or cooperate with a TBR Title VI compliance audit.
4. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. Contractor acknowledges and agrees that any rights or claims against Institution or its employees hereunder, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law, and any remedies arising therefrom, shall be expressly limited to claims paid by the Claims Commission pursuant to Tennessee Code Annotated (T.C.A.) § 9-8-301, et seq.
5. The term of this Agreement shall be from April 27, 2017, to June 27, 2017.

6. This Agreement may be terminated by either party by giving written notice to the other, at least (five) 5 days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
7. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the terms of this Agreement, the Institution shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for work completed.
8. This Agreement may be modified only by written amendment executed by all parties hereto.
9. The Contractor shall maintain documentation for all charges against the Institution under this Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by the Institution or the Comptroller of the Treasury, or their duly appointed representatives.
10. The Contractor shall not assign this Agreement or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the Institution or Tennessee Board of Regents, as appropriate. Approval shall not be given if the proposed subcontractor was or is currently ineligible to bid on the Agreement.
11. The Contractor shall submit to the Institution progress reports if requested by the Institution.
12. This Agreement shall not be binding upon the parties until it is approved by the mayor or designee, as appropriate.
13. PCI DSS Compliance. If the Contractor will accept credit or debit cards in its performance under this Agreement, Contractor agrees that it will at all times during the performance of this Agreement comply with current Payment Card Industry Data Security Standards (PCI-DSS standards).
14. Illegal Immigrants. By acceptance of this Agreement, Contractor is attesting that it will not knowingly utilize the services of illegal immigrants and will not knowingly utilize the services of any subcontractor that does so in performance of this Agreement. If Contractor is discovered to have breached this attestation, Contractor shall be prohibited from supplying goods and/or services to any TBR institution or other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing the appeals process in the Rules of Finance and Administration, 0620.
15. The Contractor shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax and must provide a copy of its certificate of registration to Institution. This registration requirement is a material requirement of this Agreement.

However, nothing in this section shall require the Contractor to register if the Contractor does not make sales to customers in Tennessee of taxable goods or services. If the Contractor does not make sales to customers in Tennessee of taxable goods or services and marks **Not Applicable** below, its authorized signature on this Agreement shall serve as certification of compliance with this requirement.

Mark as appropriate below:

Certificate provided \_\_\_\_\_ OR Not applicable X

In witness whereof, the parties have by their duly authorized representatives set their signatures.

City of Spring Hill, Tennessee

BY: [Signature]

TITLE: Mayor

DATE: 4/20/17

Maynard Select

BY: [Signature]

TITLE: Gen. Manager

DATE: 5-9-17

Approved as to form by:

\_\_\_\_\_