

September 22, 2023

John Snell LLC proposes to provide a municipal facility and vehicle Energy Sustainability Plan for Wiscasset, Maine. Tasks will include:

- Meet with the town's primary contact and perform 4-6 facility site walks (one day, 6 hours)
- Collect and review Wiscasset's municipal facility and vehicle utility data, building area, and vehicle fleet information
- Organize and analyze Wiscasset's municipal facility and vehicle utility data, building area, and vehicle fleet information
- Write a draft report for municipal review with preliminary scale of investment cost and cost savings estimates and a draft implementation timeline. Recommendations will include measures that align with Maine's 2050 carbon reduction goals
- Prepare a PowerPoint presentation to summarize the draft report
- Present the report's findings (virtual meeting) to the Sustainability Committee
- Present the report's findings (virtual meeting) to the Selectmen
- Prepare a final report that incorporates the priorities and timeline shared during the draft report presentations
- Coordinate with Sunrise Ecologic, LLC to present material to the appropriate town committees.

Budget: \$3,800

To complete this report, John Snell LLC will need a primary contact, help arranging site visits, and Wiscasset's assistance gathering the following information:

- A primary point of contact
- FY22 (and FY21 if it's available) monthly electricity, oil, propane, wood, gasoline, and diesel use, cost, and delivery dates in spreadsheet or similar electronic data format. I can provide a spreadsheet template if this information is unavailable in electronic format.
- Scanned or hard copies of a recent bill for each electricity account and fuel deliveries
- Copies of any recent energy studies or equipment or vehicle replacement cost proposals
- A copy of the Town's insurance list of vehicles

The site visits require access to each room including the facility's electrical and mechanical rooms.

Payment:

\$2,000 due at draft report delivery

\$1,800 due at final report delivery



# Town of Wiscasset, Maine

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## Preliminary Study Results

The power behind **your mission**





# AGENDA

- Benefits of Guaranteed Energy Savings
- Project Overview
- Utility Analysis
- Facility Improvement Measures
- Next Steps
- Questions

# Benefits of a Guaranteed Energy Savings Contract

- How does it work?
  - Guaranteed energy savings offset the debt obligation
  - No out-of-pocket costs for the Town if engaged with JCI
  - Measurement and Verification
- Mitigation of Risk
  - JCI assumes the risk for execution and performance guarantee
- One throat to choke
  - JCI is Wiscasset's single point of contact
  - JCI Team for Wiscasset
    - JCI Development Engineer – Walter Sysun
      - Holds PE and Master Electrician licenses in ME
    - JCI Construction Manager – Vic Holt
      - 30+ years with JCI
      - 30+ years in Construction Management

# Buildings Evaluated

Building	Address	Square Ft
Wiscasset Town Offices		16,500
Community Center		30,600
Public Works		12,810
Transfer Station		20,000
Wastewater Treatment Plant		38,064
Airport		5,400
High School		72,000
Elementary School		189,040

# Utility Analysis

Baseline Utility Summary						
Electric Energy		Thermal Energy				Total Cost
kWh	Cost(\$)	Oil (Gal)	Cost(\$)	Propane (Gal)	Cost(\$)	
1,027,856	\$194,532	\$91,501	\$197,896	*\$0	*\$0	\$392,428

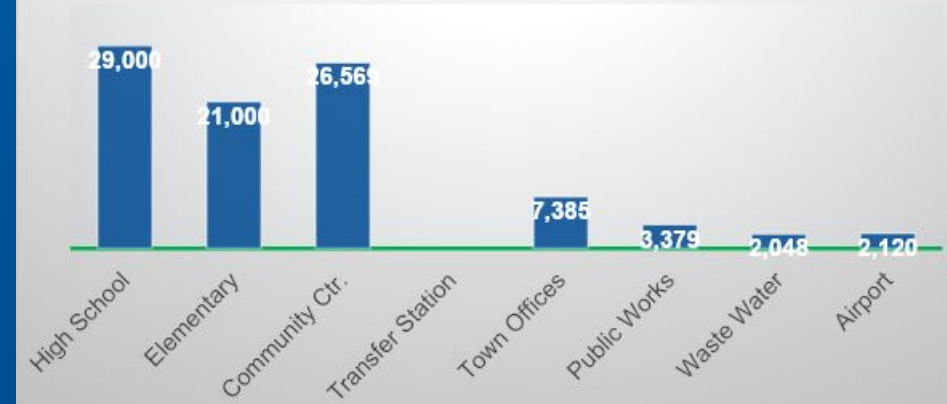
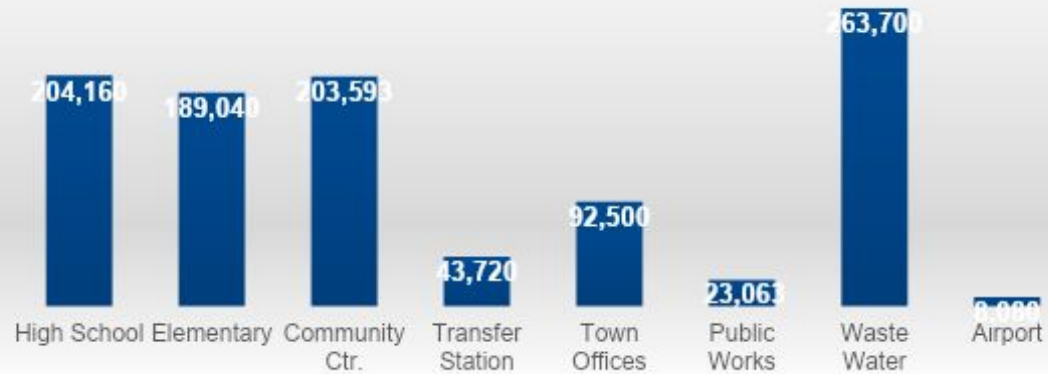
■ Electricity Cost  
■ Oil Cost



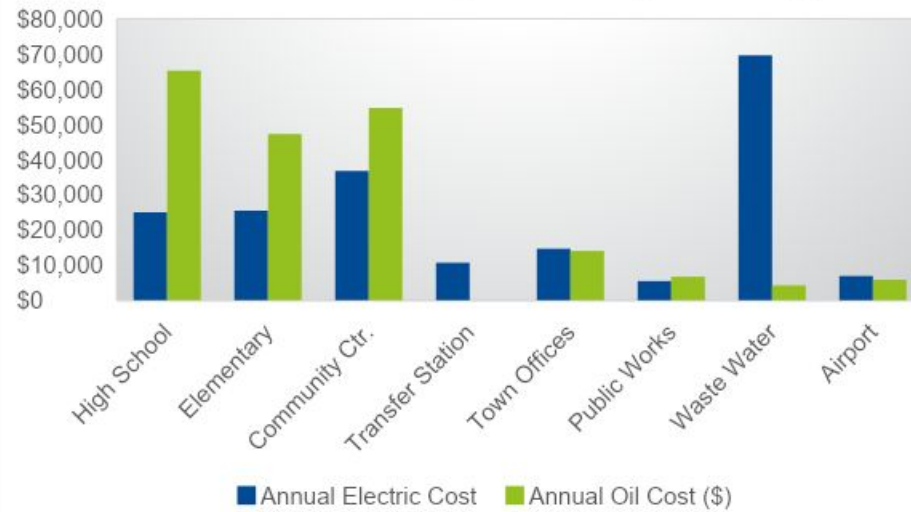
\*Propane Consumption Will Be Further Evaluated During The PDA



**Electric Annual Usage (KWH)**



**Annual Utility Costs By Building**



# Savings Summary

Town of Wiscasset has the potential to save approximately \$2,401,760 over the next 20 years\*

Source of Estimated Potential Annual Savings	
Utility Savings and Cost Avoidance	\$73,538
Solar Savings (High School & Community Ctr.)	\$46,505
<b>Total Savings</b>	<b>\$120,088</b>

\*Estimated savings only. Savings may change during project development



# Proposed Potential Solar PV Helioscopes

Community Center: 134kWdc



Middle/High School: 168kWdc



# Potential Facility Improvement Measures

## Renewables

Solar PV

Rainwater Harvesting

## Heating System

Biomass: Pellet Boiler With Onsite Storage

Burner & Fuel Conversions

Burner Controls

## Building Envelope

Add Insulation

Weatherization

Air Infiltration Sealing

## Miscellaneous

EMS Upgrades – Hardwired Low Voltage Individual Zone Controls To DDC

Install Free Cooling for Walk-in Cooler

Install Walk-in Freezer and Cooler Controls

Replace Transformers With Energy Efficient Transformers

# Project Rebates and Funding Options

- Tax Exempt Lease Purchase
  - Current Indicative Interest Rates
    - 15-year term: 3.85% - 4.10%
    - 20-year term: 4.50% - 4.85%
- Maine Climate Council
  - Community Resilience Partnership
- Efficiency Maine
  - Rebates & Incentives
- Federally Funded Incentives
  - Inflation Reduction Act - Investment Tax Credits (Solar PV – 2024 Application)
    - 30% base credit

## Next Steps for Town of Wiscasset and JCI

- Project Development Agreement
  - JCI will work with Town Manager and Facilities on a development time and deliverables
  - JCI Development team will meet bi-weekly with Facilities and Town Manager to develop Facilities Improvement Measures (FIMs)
  - JCI to develop scopes of work and solicit bids from vendors
- Detailed Energy Audit
- Town Meetings
  - Outreach to discuss project development and answer questions
- Final Project Presentation with contract
- Town vote to proceed



# Questions

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Thank you!



## PROJECT DEVELOPMENT AGREEMENT BETWEEN

**Town of Wiscasset**  
51 Bath Road  
Wiscasset, ME, 04578

AND

**Johnson Controls**  
915 Holt Avenue #7  
Manchester, NH, 03109

The purpose of this Project Development Agreement (PDA) is to confirm the intent of Johnson Controls (JCI) and the Customer named above to develop scope for an energy project that may include a guarantee of energy savings. This agreement will provide the basis of the scope of the PDA, the obligations of both parties, the financial metrics to be met, the intended outcomes and timeline.

### 1. Scope of Services

It is the Parties' mutual understanding this Project Development Agreement outlines the responsibilities of both parties: JCI will develop the below listed scopes and services

- a. Johnson Controls will construct a Detailed Energy Audit (DEA) for the development of a guaranteed energy savings project for the properties listed below. The goal will be to identify and demonstrate Facility Improvement Measures (FIMs) that fund themselves out of energy and/or operational cost avoidance savings.

Building	Address
Wiscasset Town Offices	51 Bath Rd, Wiscasset ME 04578
Wiscasset Community Center	242 Gardiner Rd, Wiscasset ME 04578
Wiscasset Public Works	42 Hodge St, Wiscasset ME 04578
Transfer Station	97 Fowle Hill Rd, Wiscasset ME 04578
Wastewater Treatment Plant	69 Water St, Wiscasset ME 04578
Wiscasset Municipal Airport	Chewonki Neck Rd, Wiscasset ME 04578
Wiscasset Middle High School	272 Gardiner Rd, Wiscasset ME 04578
Wiscasset Elementary School	83 Federal St, Wiscasset ME 04578

**\*Town of Wiscasset can reserve the right to remove Wiscasset Schools from scope.**

- b. JCI study will be conducted utilizing the most recent 12+ months of utility consumption data, generally covering the period of 2022-2023. JCI reserves the right to utilize a different baseline period that reflects the more typical use of facilities as necessary.
- c. Procurement - Village of Wiscasset selected Johnson Controls to provide this development agreement through a unanimous vote from the Selectboard meeting dated July 18<sup>th</sup>, 2023. Upon presentation of the implementation agreement Town of Wiscasset will hold a public vote to ratify.

## 2. Development Schedule

It is the intent and commitment of all parties identified in this Agreement to work diligently, and cause others to work diligently under their direction to achieve the Milestone Schedule identified herein:

Milestone*	Completion Date
Governing Board or Authorized Representative executes Project Development Agreement	7/2023
Meet with project stakeholders to finalize development agreement	9/2023
JCI Commences on-site audits	10/2023
JCI and Customer review preliminary findings	3/2024
JCI makes binding offer to Customer	4/2024
Selectboard presents project for public vote	4/2024
Project Financing and Contract executed	5/2024

\*These milestones may be modified by subsequent work plans mutually agreed upon by both parties.

## 3. Deliverables

Upon completion of the project development, JCI shall deliver to the Customer:

- a. JCI agrees to provide baseline Detailed Energy Audit (DEA) for the locations listed in paragraph 1. The contents of DEA will comprise of the following:
  - i. A general executive summary of the project
  - ii. A utility analysis of each site to determine baseline usage and current utility rates.
  - iii. A written description of each proposed measure to be implemented for each location.
  - iv. A financial pro forma cash flow documenting the proposed project. The pro forma will include applicable annual costs and savings that affect the project outcome such as financing, energy, water, sewer, labor, maintenance including operational cost avoidance.
  - v. A preliminary schedule for implementation of the project.
  - vi. A summary of the energy savings plan, including proposed Measurement and Verification protocols, adhering to the 2016 International Performance Measurement and Verification Protocol (IPMVP) using Option A, B, C, or D for each Facility Improvement Measure (FIM).

Upon approval from customer during project review of preliminary findings, JCI will provide a firm offer to implement the project with a positive cash flow.

## 4. Customer Priority Facility Improvement Measures

JCI will develop energy savings project measures to address Town of Wiscasset’s facility needs as assessed. Customer priority Facilities Improvement Measures (FIM’s) will be determined via meeting with project stakeholders to determine priority.

## **5. Records and Data**

During the project development, the Customer will furnish to JCI upon its request, accurate and complete data concerning current: equipment performance data if available; costs; budgets; facilities requirements; future projected loads; facility operating requirements; collective bargaining agreements; etc.

## **6. Preparation of Implementation Contract**

JCI will develop the framework of the subsequent Implementation Agreement and the Financing Agreement if applicable. JCI and Customer shall work diligently during the project development to complete and populate contract documents. The form of the documents will vary depending on Customer requirements, ME state statute where applicable, and JCI requirements, but where prudent shall utilize JCI standard documents.

## **7. Project Development Cost and Payment Terms**

Customer agrees to the cost for JCI to provide project development services identified here in is \$75,000 and is payable within 60 days after JCI provides the Deliverables identified herein.

However, Customer will have no obligation to pay this amount if JCI and the Customer enter into the implementation Agreement (outlined in Paragraph 6) within 60 days after JCI provides the Deliverables. Costs for project development will be transferred to the total cost of the implementation Contract and be subject to the payment terms outlined in the Contract.

Obligation to pay if JCI satisfies requirements - Customer shall pay the amount indicated if JCI satisfies the requirements set forth in Paragraph 3 "Deliverables" and the Customer elects not to implement a project with JCI.

## **8. Indemnity**

JCI and the Customer agree that JCI shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of JCI. To the extent permitted by law, JCI and the Customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents. Neither JCI nor the Customer will be responsible to the other for any special, indirect, or consequential damages.

## **9. Disputes**

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation shall be resolved in accordance with the Commercial Rules of the American Arbitration Association in effect at the time, except as modified herein. All disputes shall be decided by a single arbitrator. A decision shall be rendered by the arbitrator no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. No discovery shall be permitted. The arbitrator shall issue a scheduling order that shall not be modified except by the mutual agreement of the parties. Judgment may be entered upon the award in the highest State or Federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorney's fees, incurred as a result of this dispute.

## 10. Confidentiality

This agreement creates a confidential relationship between JCI and Customer. Both parties acknowledge that while performing this Agreement, each will have access to confidential information, including but not limited to systems, services or planned services, suppliers, data, financial information, computer software, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, and other information relating to the other party (“Proprietary Information”). Except as authorized in writing both parties agree to keep all Proprietary Information confidential. JCI may only make copies of Proprietary Information necessary for performing its services. Upon cessation of services, termination, or expiration of this Agreement, or upon either party’s request, whichever is earlier, both parties will return all such information and all documents, data and other materials in their control that contain or relate to such Proprietary Information.

JCI and Customer understand that this is a confidential project and agree to keep and maintain confidentiality regarding its undertaking of this project. JCI shall coordinate its services only through the designated Customer representative and shall provide information regarding this project to only those persons approved by Customer. JCI will be notified in writing of any changes in the designated Customer representative.

## 11. Miscellaneous Provisions

This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

This document represents the business intent of both parties and should be executed by the parties who would ultimately be signatory to a final agreement.

<b>JOHNSON CONTROLS, INC.</b>	<b>TOWN OF WISCASSET</b>
<b>By</b>	<b>By</b>
<b>Signature</b>	<b>Signature</b>
<b>Title</b>	<b>Title</b>
<b>Date</b>	<b>Date</b>