



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN AGENCY FOR ENERGY

ORLENE HAWKS
DIRECTOR

February 25, 2019

Sarah Dvoracek
City of Ewart
5814 100th Ave
Ewart, MI 49631

Subj: Application – Community Energy Management Program

Dear Sarah,

Thank you for your application, submitted in response to the Community Energy Management Incentive Program. After reviewing your application, we have reserved funding for your project in the amount of \$25,000, that will be administered by the Michigan Energy Office.

This incentive funding is contingent upon the Michigan Energy Office receiving a final project report, verification of work completed, invoices, and proof of payment. To receive reimbursement, you will need to submit the above-mentioned documentation by August 31, 2019.

Please sign and return the attached form to show your acceptance to this agreement within five (5) business days. Once signed, please scan and email the completed form to Julie Staveland at stavelandj@michigan.gov.

We are pleased to provide support for Community Energy Management in your community. If you have any questions, please contact the Program Manager, Julie Staveland at (517) 284-8344 or stavelandj@michigan.gov. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Jackson", written over a horizontal line.

Robert Jackson,
Director, Michigan Energy Office

Enclosures
cc: file

Michigan Energy Office – CEM Incentive Program Acceptance Form

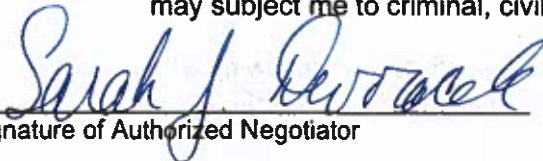
I, Sarah J. Dvoracek, the City Manager of
(Print name of Authorized Negotiator) (Title/Position)

City of Ewart understand that:
(Organization Name)

1. The Michigan Energy Office (the "MEO") has reserved funding for our organization under the CEM Incentive Program (the "Program") in the amount of \$25,000.
2. This incentive is contingent upon the MEO receiving this form completed, signed, and returned to MEO within five (5) business days of the date of this letter. Please email scanned copy to Julie Staveland at StavelandJ@michigan.gov.
3. We agree to strive to Buy Michigan and Buy American for all project related purchases made as a result of this award.
4. The MEO is not liable for any costs incurred by our organization before the date of this acceptance form or after August 31, 2019.
5. The funding amount in item 1 is not guaranteed and the MEO is under no obligation to make payment to our organization if:
 - a. The project is not completed as stated in our application (see Attachment A).
 - b. Prior approval is not received from MEO project manager on all work to be completed prior to project implementation.
 - c. Our organization does not provide the MEO with all required documentation by August 31, 2019.
6. I acknowledge that payment is contingent on MEO receiving all required documentation for payment requests within thirty (30) days of completing the energy activity or August 31, 2019, whichever is earliest. If a payment request and all required documentation is not submitted by this deadline, then my organization may forfeit its award. The required documentation includes:
 - a. Brief summary of the completed energy activity and estimated energy and cost savings.
 - b. Invoices and proof of payments of the eligible and agreed upon energy activity expenditures.
7. I acknowledge the MEO may issue a news release on our energy activity and participation in the Program.
8. If applicable, we agree to benchmark our buildings using EnergyStar Portfolio Manager and will share the data with MEO.
9. We agree that all work under the Program will be performed following all applicable Federal and State rules and regulations including NEPA and SHPO, as well as ordinances.
10. We will meet with the MEO program manager, at least monthly. We will provide a brief outline of the work accomplished and the work remaining to be completed, as well as a description of any problems or delays, real or anticipated.
11. Prior written approval for any project changes must be obtained from the MEO program manager.

Michigan Energy Office – CEM Incentive Program Acceptance Form

12. We are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. We are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this award and shall at all times carefully observe and comply with all rules, ordinances, and regulations. We shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this award.
13. Our organization must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by us (or any of our employees, agents, sub-awardees, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this award; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by our organization (or any of our employees, agents, sub-awardees, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions by us (or any of our employees, agents, sub-awardees, or by anyone else for whose acts any of them may be liable).
14. News releases (including promotional literature and commercial advertisements) pertaining to this award or project to which it relates must not be made without prior written MEO approval, and then only in accordance with the explicit written instructions of the MEO. An acknowledgment of MEO support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project.
15. Upon notice from MEO, our organization will promptly refund any excess Program funds our company has received due to fraud or a change in the scope of work that has not been preapproved by MEO.
16. By signing below, I certify that:
 - a. I am an Authorized Negotiator and can bind my organization to the provisions stated in this document, and
 - b. The statements herein are true, complete and accurate to the best of my knowledge. I agree to comply with the terms of award acceptance described above. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.


Signature of Authorized Negotiator

3-25-2019
Date